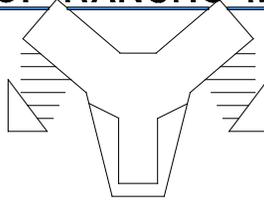


CITY OF RANCHO MIRAGE



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CITYWIDE RUBBERIZED CRACK SEALING

PROJECT NO. CP 13-289

Prepared by:

City of Rancho Mirage
Department of Public Works
Engineering Division

Prepared for:

CITY OF RANCHO MIRAGE
69-825 Highway 111
Rancho Mirage, California 92270
(760) 770-3224

January 2014

CITY OF RANCHO MIRAGE
CALIFORNIA
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CITYWIDE RUBBERIZED CRACK SEALING
PROJECT NO. CP 13-289



Prepared Under the Supervision of:

A handwritten signature in blue ink, appearing to read "William A. Enos", written over a horizontal line.

William A. Enos, P.E.
City Engineer
R.C.E. 43910

A handwritten date "1/23/14" in blue ink, written over a horizontal line.

Date

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**NOTICE INVITING SEALED BIDS FOR
CITYWIDE RUBBERIZED CRACK SEALING
Project No. CP 13-289**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Rancho Mirage, hereinafter referred to as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Engineer up to the hour of **2:00 pm** on **Monday, the 24th day of February, 2014**, at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above-stated project. The general items of work to be done hereunder consist of cleaning and sealing street cracks from 1/8" to 1" in width, as well as all other appurtenant or related work as shown or referenced on the plans.

Plans and Specifications are available only through the City's website at: www.RanchoMirageCA.gov. Under Quick Links select Notice Inviting Bids/P&S/RFPs ► Plans and Specifications ► Citywide Rubberized Crack Sealing, CP 13-289. If you are interested in this project, you will need to visit the City's website and sign up. To receive plans you must complete the on-line registration form. Once you have signed up you will receive an email with the requested documents for download and printing.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations will be required.

The CITY hereby ensures that no bidder will be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

The contract documents call for monthly progress payments based upon the engineers' estimate of the percentage of work completed. The CITY will retain 5 percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code, Part 5, Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR Citywide Rubberized Crack Sealing - CITY PROJECT 13-289 - DO NOT OPEN WITH REGULAR MAIL.**" City staff will not be available to respond to questions on the day of bid opening.

The CITY reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days.

At the time of contract award, the prime contractor shall possess a current and active State of California **Class A or specialty contractor's license with a designation of C12 or C32 contractor's license.**

BY ORDER OF the City Council of the City of Rancho Mirage.

Dated: January 24, 2014

By Vallerie Walthorn
 Vallerie Walthorn, Public Works Department Secretary
 City of Rancho Mirage
 69-825 Highway 111
 Rancho Mirage, CA 92270
 (760) 770-3224

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the CITY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

NONCOLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Noncollusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids shall be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his/her own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price shall be considered to be the bid.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY'S designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR Citywide Rubberized Crack Sealing - CITY PROJECT 13-289 - DO NOT OPEN WITH REGULAR MAIL."

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY'S designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals shall be rejected, and the bidder disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said CITY a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum shall be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the contract, and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting his/her bid, each bidder shall inform himself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render his/her bid irregular and may result in its rejection by the City.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, shall be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a current and active **Class A or C12 or C32 contractor's license**, as required to perform the work, issued by the State of California. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids," all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw his/her proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 and 1773.2 of the Labor Code of the State of California, the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY, and copies will be made available to any interested party on request. It shall be the responsibility of the prime CONTRACTOR to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The CONTRACTOR shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the CONTRACTOR to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR shall comply with Section 1777.5 of the Labor Code, which allows the employment of properly registered apprentices on public works projects. The CONTRACTOR is responsible for the compliance with this section for all apprentice able occupations and subcontractors.

The CONTRACTOR and subcontractors shall comply with all State of California laws against employment discrimination.

WORKERS COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a Certificate of Consent to Self-Insure from the State of California Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State of California Labor Code, the CONTRACTOR shall sign a Workers Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required contract documents prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services or materials, the CONTRACTOR or Subcontractor offers and agrees to assign to the CITY 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the CONTRACTOR without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code, Part 5, Section 22300, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract.

At the request and expense of the CONTRACTOR, the CONTRACTOR has the option to set up an escrow agreement account with a local bank for direct deposit of the retention or deposit securities which have been approved by the CITY and deposited with a state or federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall be solely for this project. When the CONTRACTOR deposits the CITY-approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the CONTRACTOR and require additional securities and/or cash be submitted for CITY approval and be held in the escrow account to meet the CONTRACTOR'S obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the CITY that the CONTRACTOR has satisfactorily completed his/her contract obligations.

The type of escrow account or types of securities deposited and the method of release shall be approved by the City Attorney's office.

BID PROPOSAL

BIDDER'S NAME _____

TO CITY OF RANCHO MIRAGE, as CITY:

In accordance with CITY'S "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires that every employer be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and that the successful BIDDER shall comply with such provisions of that code before commencing the performance of the Contract.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, state, or federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

DATED _____, 2014

BIDDER _____

(BY) _____

TITLE _____

BIDDER'S ADDRESS:

PHONE: _____

FAX: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct.

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior dbas, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows.

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies or private clients for which BIDDER has performed similar work within the past two years:

DESIGNATOR OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

BID BOND

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, and _____, as SURETY, are held and firmly bound unto the CITY OF RANCHO MIRAGE, as CITY, in the penal sum of _____ dollars (\$_____), which is ten percent (10%) of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum BIDDER and SURETY agree to be bound jointly, severally and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void; otherwise, it shall remain in full force and effect in favor of CITY.

WITNESS our hands this _____ day of _____, 2014. (seal)

CONTRACTOR (CORPORATION)-TYPE

By: _____
President

By: _____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

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(seal)

SURETY'S NAME-TYPE

Mailing Address

By: _____
Name

Title

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)

)

COUNTY OF)

_____, being first duly sworn, deposes and says that he/she is _____ (sole owner, a partner, president, etc.) of _____ the party making the foregoing bid;

That such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not a collusive or sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his/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 in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: _____

Title: _____

MUST BE NOTARIZED

**Citywide Rubberized Crack Sealing
CP 13-289
BID PROPOSAL SHEET**

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>ITEM TOTAL</u>
1. Mobilization/Bonds/Insurance/Dust Control	LUMP SUM	\$ _____
2. Arterial Streets	LUMP SUM	\$ _____
3. Residential Streets	LUMP SUM	\$ _____
4. City Encroachment Permit Fee	LUMP SUM	\$ <u>14,950.00</u>

TOTAL BID (Items 1-4) \$ _____

TOTAL BID AMOUNT IN WORDS _____

Have you been or are you on any federal list of debarred or suspended bidders?

Yes / No (circle one)

Have you been removed from a project or not completed a project for any reason?

Yes / No (circle one). If you answered "Yes", please explain circumstances: _____

By signing below the bidder acknowledges their understanding of the scope of work and that bidder has read, understands, and agrees to the terms and conditions of the project documents and all of the attachments and addenda.

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME, ADDRESS & TELEPHONE: _____

STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

The CITY OF RANCHO MIRAGE ("CITY") and _____ ("CONTRACTOR"), through this agreement ("Agreement"), agree as follows:

A. CONTRACTOR shall construct the following public improvements ("work") identified as:
Cleaning and sealing street cracks that are 1/8" to 1" in width, as well as all other appurtenant or related work necessary to meet the contract specifications.

B. CITY-approved plans and specifications for the construction of the work, which are incorporated herein by reference and prepared by:

CITY OF RANCHO MIRAGE, DEPARTMENT OF PUBLIC WORKS

are identified as:

CITYWIDE RUBBERIZED CRACK SEALING CONTRACT DOCUMENTS AND SPECIFICATIONS, CP 13-289.

C. The following are attached hereto and made a part hereof and/or are incorporated by reference: Schedule A, Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal Documents, Contract Documents, all attachments and appendices, General Provisions, Special Provisions, and all referenced specifications, details, standard drawings and appendices, together with all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to ensure its completion in an acceptable manner.

1. COMPENSATION: For and in consideration of the payments to be made by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the work, and to fulfill all other obligations as set forth herein.

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damage and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified herein; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work and all other unknowns or risks of any description connected with the work.

CITY hereby promises and agrees to retain, and does hereby retain, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth herein.

2. IMPROVEMENTS: For valuable consideration, CONTRACTOR agrees to do, or cause to be done, all of the work described herein by the date specified in Schedule A. CONTRACTOR warrants that all of the materials supplied and work to be done will be of good quality and workmanship. Said work shall be in strict conformity with the plans and specifications of the work, the standard specifications and drawings for public improvements adopted by CITY and this Agreement. CONTRACTOR shall furnish all transportation, equipment, labor, services, permits, utilities and all other items necessary to complete the work. CONTRACTOR shall pay all claims, demands and liability arising out of, or resulting from or in connection with, the performance of the work. CONTRACTOR shall furnish accurate "as constructed" plans. CONTRACTOR'S obligations herein are not limited by any cost estimates nor will any estimate be a measure of damages.

- 3. **TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written Notice to Proceed from the CITY and shall be completed within forty-five (45) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.
- 4. **INSURANCE:** CONTRACTOR shall not commence or continue to perform any work unless CONTRACTOR has in full force and effect all insurance required hereunder with companies satisfactory to CITY. To be acceptable, insurers must be authorized to do business, and have an agent for service of process, in California, and have an "A" policyholder's rating and a financial rating of at least Class V, in accordance with the current Best's Ratings. All insurance policies shall be maintained until the work is accepted by CITY and provide for coverage of all causes of action or disputes arising out of acts in performance of the construction of the work herein, whether said causes or disputes are filed or brought to the attention of CITY before or after the termination of this contract.

Concurrent with execution of this agreement, CONTRACTOR shall provide certificate(s) of insurance and endorsements, satisfactory to CITY, or otherwise provide proof of insurance as approved by the City Attorney, certifying that CONTRACTOR has and will maintain for the agreement period, full worker's compensation insurance coverage as required by State laws, for all persons who are or may be employed in carrying out the work.

Concurrent with execution of this agreement, CONTRACTOR shall provide to CITY certificate(s) of insurance and endorsements, satisfactory to CITY, or otherwise provide proof of insurance as approved by the City Attorney, certifying that CONTRACTOR has liability insurance coverage naming CITY, City Council members, CITY'S engineer, and their consultants, officials, directors, officers, agents and employees, as additional insureds for both bodily injury and property damage in a single limit of not less than that specified in Schedule A for any one occurrence.

Liability insurance coverage shall include each of the following types of insurance as required by CITY to carry out this agreement:

- | | |
|--|--|
| <p>A. General Liability</p> <ul style="list-style-type: none"> 1. Comprehensive Form 2. Premises-Operations 3. Explosion and Collapse Hazard 4. Underground Hazard 5. Products/Operations Completed 6. Contractual Insurance 7. Broad Form Property Damage Including Completed Operations 8. Independent Contractors 9. Personal Injury | <p>B. Automobile Liability</p> <ul style="list-style-type: none"> 1. Comprehensive Form, Including Loading and Unloading 2. Owned 3. Hired 4. Nonowned |
|--|--|

Concurrent with execution of any agreements between CONTRACTOR and any subcontractors retained by CONTRACTOR to perform any work required of CONTRACTOR hereunder, and in any event prior to CONTRACTOR authorizing any subcontractors to perform any such work or to even conduct any preliminary activities in preparation for or in anticipation of such work, CONTRACTOR shall collect certificates of insurance from all such subcontractors evidencing proof that all subcontractors have procured and will maintain all the insurance coverages required of CONTRACTOR under this agreement.

In addition to naming the CITY, City Council members, CITY'S engineer, and their consultants, officials, directors, officers, agents and employees, as additional insureds, as set forth above, the certificates of insurance, including those provided by any subcontractor, provided either on forms required by the CITY or as otherwise approved by the City Attorney, shall bear the following endorsements: (1) each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by or reduced in coverage or limits (except by paid claims) unless the insurer has provided the CITY with thirty (30) days prior written notice of cancellation; (2) the carriers of all required insurance policies must waive all rights of subrogation against the CITY and its officers, employees, servants, volunteers, agents and independent contractors; and (3) except for worker's compensation insurance, all insurance policies required to be provided by CONTRACTOR must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the CITY, and its officers, employees, servants, volunteers, agents and independent contractors.

Nothing contained in these insurance requirements shall limit the liability of CONTRACTOR or CONTRACTOR's sureties. Review and acceptance of insurance certificates shall not constitute any representation by CITY or its representatives that any required insurance has been issued.

- 5. **CONTRACTOR'S LIABILITY:** CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, be solely and completely responsible for all matters affecting the design, prosecution, progress and completion of the work (both on and off the job site). CONTRACTOR shall be responsible for observing all laws. CONTRACTOR shall provide for public convenience and safety and safety of workers, including CONTRACTOR'S workers and those of CONTRACTOR'S subcontractors, suppliers and others contributing to the work. CONTRACTOR shall protect CITY property and property rights of others, including the location, maintenance and replacement of utilities, whether shown on the plans or not. CONTRACTOR shall give prior notification to utility owners. CONTRACTOR shall notify Underground Service Alert at 1-800-422-4133 at least 48 hours prior to start of construction. CONTRACTOR shall protect against, and prevent drainage from, storm runoff. CONTRACTOR shall not interfere with easements, rights-of-way and encroachment permits. Nothing in this Agreement, the specifications, or other contract documents, or CITY'S approval of the plans and specifications or inspection of the work is intended to include CITY'S review, inspection, acknowledgment of or responsibility for any such matters. CITY, CITY COUNCIL members, ENGINEER, and their consultants and each of their officials, directors, officers, employees and agents shall have no responsibility or liability for the above.

6. CONTRACTOR'S INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless CITY, CITY COUNCIL members, ENGINEER, and their consultants and each of their officials, directors, officers, agents and employees from and against all liability, claims, damages, losses, expenses and other costs, including costs of defense and attorneys' fees arising out of or resulting from or in connection with all matters affecting the design or construction of the work, both on and off the job site, and during and after completion. This, provided any of the above is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including the loss of use resulting therefrom, and (2) caused in whole or in part by any act or omission of CONTRACTOR, CONTRACTOR'S engineer, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable. All of this regardless of whether or not it is caused in part by any act or omission (active, passive or comparative negligence included) of a party indemnified hereunder. Said indemnification and agreement to hold harmless shall extend to injuries to persons and damages to or taking of property resulting from all matters affecting the design or construction of said improvements or the diversion of waters or from all matters affecting the design or construction or maintenance of drainage systems, streets and other improvements. Acceptance of these improvements by CITY shall not constitute an assumption by CITY of any responsibility for such damage or taking. As to any and all claims against the indemnified parties by any employee of CONTRACTOR, any contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnity obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability benefit acts or other employee acts.

CONTRACTOR shall also indemnify and hold harmless CITY, CITY COUNCIL members, ENGINEER, and their consultants, and each of their officials, directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs, including costs of defense, which any of them may incur both during and after completion with respect to any latent deficiency in all matters affecting the design, specifications, surveying, planning, supervision, observation or construction of the improvements referred to herein or any injury to a person or property, real or personal, as a result of any such latent portions of the work which CITY reasonably suspects may also be defective by reason of known defects in the work or other work performed by CONTRACTOR or CONTRACTOR'S subcontractors, or suppliers or designed by their representatives. Provisions of this paragraph shall remain in effect ten (10) years following acceptance of improvements by the City. Nothing contained herein shall limit CITY'S remedies pursuant to Code of Civil Procedure, Section 337.15.

7. SECURITY: With the execution of this Agreement, unless otherwise indicated on Schedule A, CONTRACTOR shall furnish and deliver to CITY, at no expense to CITY, a payment bond and a performance bond. Each shall be in the amount of CITY-approved estimate specified on Schedule A. Bonds shall be furnished by surety companies satisfactory to CITY on the forms provided by CITY. No alterations or substitution of said forms shall be allowed. To be acceptable, surety companies must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating. The bonds shall be limited to amounts acceptable to the Treasury Department.

None of the following shall in any way affect the obligations of any surety. Each surety waives notice thereof: (a) any change, extension of time, alteration or additions to the terms of the Agreement, or the work to be performed, or the plans and specifications therefore; (b) any matters unknown to surety which might affect surety's risk, except that CITY shall advise surety upon request of the following: (1) any written claims it receives from unpaid subcontractors or suppliers, (2) any written orders received from other public authorities charging violations of laws, ordinances or regulations, and (3) failure of CONTRACTOR to comply with any written notice to correct defective work. The obligations of CONTRACTOR shall not be limited by the amount of such bonds.

8. **TYPES/AMOUNT OF SECURITY:** If specified in Schedule A, in lieu of payment and performance bonds, CONTRACTOR may furnish CITY either cash, a Letter of Credit, or an Agreement of Deposit as security for performance. Said security shall be in an amount not less than 100% of the cost estimate and, in addition, for payment of those furnishing materials, labor or equipment in an amount not less than 100% of the cost estimate. Said security agreements shall be on forms furnished by CITY. No alterations or substitution of said forms shall be allowed. The obligations of CONTRACTOR shall not be limited by the amount of the security required. No interest shall be paid CONTRACTOR on any cash deposit made pursuant to this paragraph.
9. **SUBSTITUTION OF SECURITIES:** In conformance with the State of California Public Contract Code, Part 5, Section 22300, CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under this Agreement.

At the request and expense of CONTRACTOR, CONTRACTOR has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for CONTRACTOR'S direct deposit of securities as a substitute for retention earnings required to be withheld by the CITY. Upon CONTRACTOR'S completion of its obligations hereunder, as evidenced by the CITY'S acceptance of the work pursuant to Section 11 hereof, the escrow agent shall return the securities to CONTRACTOR. The escrow agent shall notify the CITY within ten (10) days after deposit of the securities. 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. Securities shall be held in the name of the CITY and shall designate CONTRACTOR as the beneficial owner. Alternatively, on written request of CONTRACTOR, the CITY shall make payments of the retention earnings directly to the escrow account.

10. **PARTIAL UTILIZATION:** Until all work has been completed and accepted by CITY and all other public authorities having jurisdiction, CONTRACTOR shall be responsible for the care and maintenance of, or any damage to, the work. When the work or any portion of it is sufficiently complete to be utilized or placed into service, CITY shall have the right, upon written notification to CONTRACTOR, to utilize such portions of the work and to place the operable portions into service. With this notice and commencement of utilization or operation by CITY, CONTRACTOR shall be relieved of the duty of maintaining the portions so utilized or placed into operation. However, such use and operation shall not relieve CONTRACTOR of the full responsibility for completing the work in its entirety, for making good any defective work or materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth herein. Nor shall such action by CITY be deemed completion and acceptance. Further, such action shall not relieve CONTRACTOR or CONTRACTOR'S sureties and insurers of the provisions hereof relating to indemnity and guarantees.

11. **ACCEPTANCE OF PROJECT - WARRANTY:** Acceptance of the work shall only be by action of the CITY COUNCIL. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by CITY of any defects in the work. From and after acceptance, the work shall be owned and operated by CITY. As a condition to acceptance, CONTRACTOR shall certify to CITY in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to CITY security, satisfactory to CITY, guaranteeing such performance. In addition to CONTRACTOR'S other obligations under the Agreement CONTRACTOR warrants all work and materials to be good quality and fit for the purpose and intended use. CONTRACTOR shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which CITY by reason of such defects reasonably suspects may also be defective.

In the event of a failure to commence with the compliance of above-mentioned conditions within seven (7) calendar days after being notified in writing or failure to diligently pursue such compliance to completion, CITY is hereby authorized to proceed to have the defects repaired and made good at the expense of CONTRACTOR who hereby agrees to pay the cost and charges therefor immediately on demand.

If, in the opinion of CITY, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to CITY or to prevent interruption of operations, CITY shall attempt to give the CONTRACTOR notice. If CONTRACTOR cannot be contacted or does not comply with CITY'S request for correction within a reasonable time as determined by CITY, CITY may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against CONTRACTOR, who agrees to make payment for said costs upon demand.

Corrective action by CITY will not relieve CONTRACTOR or CONTRACTOR'S sureties or insurers of the guarantees and indemnities of this Agreement.

This paragraph does not in any way limit CITY'S remedies pursuant to Code of Civil Procedure, Section 337 and 337.15, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. CONTRACTOR agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish CITY all appropriate guarantees or warranty certificates upon completion of the project. No manufacturer's guarantee period shall in any way limit the liability of CONTRACTOR or CONTRACTOR'S sureties and insurers under the indemnity or insurance provisions of this Agreement.

12. **CONTRACTORS AND AGENTS:** CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of CONTRACTOR'S subcontractor and of the persons directly or indirectly employed by CONTRACTOR'S subcontractor as CONTRACTOR is for the acts and omissions of persons directly or indirectly employed by CONTRACTOR. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor or others and CITY. CONTRACTOR shall bind every contractor to be bound by the terms of this Agreement.

13. **DEFAULT BY CONTRACTOR**: CONTRACTOR shall be in default of this Agreement if: CONTRACTOR refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any written extension thereof, or fails to complete such work within such time, or if CONTRACTOR should be adjudged a bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, or if CONTRACTOR or any of their subcontractors violate any of the provisions of this Agreement, or if CONTRACTOR fails to make prompt payment for materials or labor, or if CONTRACTOR disregards laws, ordinances, or instructions of CITY. CITY may thereafter serve written notice upon the CONTRACTOR and CONTRACTOR'S surety of its intention to declare this Agreement in default. Said notice shall contain the reasons for such intention to declare a default. Unless, within ten (10) days after the service of such notice, such violations shall cease and satisfactory arrangements for the corrections thereof be made, this Agreement shall upon the expiration of said time be in default.

Upon such default, CITY shall serve written notice thereof upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform this Agreement. If the surety does not, within fifteen (15) days after the serving upon it of a notice of a default, give CITY written notice of its intention to take over and perform this Agreement or does not commence performance thereof within thirty (30) days from the date of CITY'S notice, CITY may take over the work and prosecute the same to the extent of completion it deems necessary by contract or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and the surety shall be liable to CITY for any cost or other damage occasioned CITY thereby. In such event CITY may, without liability for so doing, take possession of, and utilize in completing such work, such materials, appliances, plants, and other property belonging to CONTRACTOR that may be on the site of the work and be necessary therefor. Should surety fail to take over and diligently perform the Agreement upon CONTRACTOR'S default, surety agrees to promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of CONTRACTOR'S obligations. For any such work the CITY elects to complete by furnishing its own employees, materials, tools, and equipment, CITY shall receive reasonable compensation therefor including costs of supervision and overhead.

CITY may, at its option, elect not to complete any or all of the work and may elect not to accept any of the work already completed. If CITY elects not to accept any of the work, then all CITY'S obligations to CONTRACTOR and the lands to be served shall terminate. CITY'S obligations to CONTRACTOR and the lands to be served shall continue to the extent of any acceptance, subject to CITY'S right to offset any sums due the CITY.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to CITY.

14. **DELAY BY CONTRACTOR**: If the work is suspended or otherwise not continuously prosecuted for any cause whatsoever, within or without the time for completion, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, remove and replace all or any portion of the work already completed and inspected which CITY, in its sole discretion, determines is or can be damaged.
15. **ATTORNEYS' FEES AND COSTS**: Should CITY engage an attorney to enforce any provision of this Agreement or to defend any claim brought by anyone arising out of the failure of CONTRACTOR to perform any of CONTRACTOR'S obligations under this Agreement, CONTRACTOR shall pay all of CITY'S attorneys' fees incurred in connection therewith, with or without suit, whether or not said attorney is in the regular employ of the CITY.

16. **PREVAILING WAGES:** CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the Public Works Department, City of Rancho Mirage, 69825 Highway 111, Rancho Mirage, California, 92270 and from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. CONTRACTOR performing the work under this Agreement shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee. CONTRACTOR shall forfeit as penalty to the CITY, twenty-five dollars (\$25.00) for laborers, workmen or mechanics employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, or gender of such persons, except as provided in Government Code Section 12940. Affirmative Action to ensure against discrimination in employment practice on the basis of race, color, national origin, ancestry, gender, or religion will also be required.
17. **ASSIGNMENT:** The performance of the Agreement may not be assigned except upon the written consent of CITY. Consent will not be given to any proposed assignment which would relieve CONTRACTOR or CONTRACTOR'S sureties of their responsibilities under the Agreement unless CITY finds that assignee can perform this Agreement and provide security comparable to that provided by CONTRACTOR.
18. **NOTICE:** All notices required hereunder shall be deemed served or given upon the earlier of actual receipt or deposit in the U.S. Postal Service, first class postage prepaid, addressed to CONTRACTOR at the address set forth below, to the surety at the address in the security instrument, and to CITY at 69-825 Highway 111, Rancho Mirage, California 92270.

**CITY OF RANCHO MIRAGE
STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION
SIGNATURE REQUIREMENTS**
(Limited Partnership/General Partnership/Corporation)

1 WHERE PRINCIPAL IS A LIMITED PARTNERSHIP

- A. General Partner shall execute on behalf of the limited partnership.
- B. General Partner shall furnish City of Rancho Mirage a copy of the recorded Certificate of Limited Partnership to authenticate the authority of the General Partner to sign on behalf of the limited partnership.

2 WHERE PRINCIPAL IS A GENERAL PARTNERSHIP

- A. General Partner shall execute on behalf of general partnership.
- B. General Partner shall furnish City of Rancho Mirage a copy of the General Partnership Agreement authenticating that the General Partner who signs the document has authority to do so.

3 WHERE PRINCIPAL IS A CORPORATION

- A. Officers shall execute on behalf of corporation.
- B. Officers shall furnish City of Rancho Mirage a copy of a corporate resolution indicating that the officers who sign the document are the officers of the corporation and authorized to bind the corporation to contract. Corporation requires two signatures.

In each of the foregoing situations (a limited partnership, a general partnership or a corporation) the CITY requires an individual obligor in addition to the partnership or corporate entity.

For example, John Doe may sign on behalf of either partnership or the corporation as the General Partner and/or president thereof, but then, in addition, John Doe is required to sign the document individually as an individual obligor.

By _____
(Authorized Representative of CITY) Date
Richard W. Kite, Mayor

Title: Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

(SEAL IF CORPORATION)

By _____
(Authorized Representative of Corporation) Date

Title _____

Address: _____

Telephone: _____

By _____
Individual Guarantor

Address _____

Telephone No. _____

By _____
Individual Guarantor

Address _____

Telephone No. _____

(SIGNATURES MUST BE NOTARIZED)

(Seal: Partnership/Corporation)

SCHEDULE A

STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

This schedule is attached to and made a part of the Standard Agreement for Construction of Public Improvements between CITY and CONTRACTOR for the above-referenced property.

- 1. Compensation: \$_____
- 2. Completion Date (45 calendar days): To be determined by Notice to Proceed
- 3. Liability Insurance Limits:

General Liability

\$2,000,000	Each Occurrence (Includes Bodily Injury and Property Damage)
\$1,000	Medical Expense
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate
\$2,000,000	Products-Completed/Operations Aggregate

Automobile Liability

Combined Single Limit \$1,000,000 each accident, \$2,000,000 aggregate

Workers Compensation Statutory

- 4. Approved Security Amounts:
 - a. Performance

\$_____

- b. Payment

\$_____

- 5. Bond Substitute Acceptable: Yes No (Cross out one)

- 6. Contractor(s):

Name and Address	License No.	Phase of Work
------------------	-------------	---------------

() Initial of CITY REPRESENTATIVE

() Initials of CONTRACTOR REPRESENTATIVE

LETTER OF CREDIT

CITY OF RANCHO MIRAGE
69-825 Highway 111
Rancho Mirage, CA 92270

Attention: Randal K. Bynder, City Manager

Reference: Irrevocable Letter of Credit No. _____

Gentlemen:

This Letter of Credit is given to fulfill the requirements of that certain agreement entered into between the City of Rancho Mirage, a political subdivision of the State of California, hereinafter referred to as "CITY," and

_____ hereinafter referred to as "Principal," covering certain improvements to be installed in that certain project known and designated as:

_____ As required by said agreement, and for that purpose only, we hereby establish in favor of CITY our Irrevocable Letter of Credit No. _____ in the amount of _____ U.S. dollars (\$ _____), to be paid by drafts at sight on us if accompanied by the following documents:

CITY'S written statement (signed by the City Manager or City Attorney) certifying that there has been failure of the Principal to perform the above agreement. Said statement shall declare the amount of the sight draft on us and that the amount of this draft is, therefore, now due and payable.

IT IS AGREED that the above funds are on deposit and guaranteed for payment and said funds shall become trust funds for the purposes set forth herein as required by Section 66499.6 of the Government Code of the State of California.

Upon our receipt, from time to time, of a signed and dated certificate, in the form below, from the City of Rancho Mirage, the amount of this Letter of Credit will be reduced by the amount stated in such certificate. Said certificate must read as follows:

Required improvement(s) has been performed in that certain project known and designated as _____. The amount and liability under Letter of Credit No. _____ is hereby reduced to \$ _____

All drafts under this Letter of Credit shall be marked:

Name of Bank _____

Address _____

IRREVOCABLE LETTER OF CREDIT NO. _____

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon representation. "Due honor" requires payment to CITY within three (3) banking days after presentation of demand.

This Letter of Credit shall be deemed automatically extended without amendment one year from the present and annually thereafter unless sixty (60) days prior to any such date bank shall notify City Clerk, by registered letter, that bank elects not to renew for such additional one year. In any event, this guaranteed Letter of Credit shall expire forty-five (45) days after CITY'S approval of the foregoing improvements, the recordation of the Notice of Acceptance and notification thereof to bank.

DATED: _____

Name of Bank _____

By: Authorizing Agent or Representative _____

APPROVED AS TO FORM: _____

City Attorney

Note: Letter must be submitted on bank letterhead with resolution or other documentation identifying signature as bank officer authorized to sign on behalf of bank.

PERFORMANCE BOND

We, _____, as Principal,
and _____, as Surety,
jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage ("CITY") for payment of the penal sum of: _____ U.S. Dollars

(\$ _____). CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of public improvements for property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the CITY, CITY'S engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CITY'S reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this ____ day of _____, 20____.

Seal of Corporation

By _____
Authorized Representative of Principal

Title _____

By _____
Authorized Representative of Principal

Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

City Attorney

City and State

Telephone Number

Furnish the name, address and phone number of the company agent as well as the surety company. Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of section 7 of the agreement.

(NOTICE: No substitution or revision of this bond form shall be accepted.)

PAYMENT BOND

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the CITY OF RANCHO MIRAGE ("CITY") and those for whose benefit this bond insures in the sum of _____

_____ U.S. Dollars (\$ _____). CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of public improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Title 15 of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Title 15 of California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should CITY become a party to any action on this bond, that each will also pay CITY'S reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, 20____.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT)

By _____
Authorized Representative of Principal
Title _____

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

CITY Attorney

City and State

Telephone Number

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of section 7 of the agreement.

(NOTICE: No substitution or revision of this bond form shall be accepted.)

CERTIFICATE OF INSURANCE AND ENDORSEMENT
(LIABILITY)

Agreement with the CITY OF RANCHO MIRAGE, 69-825 Highway 111, Rancho Mirage, California 92270, for the construction of public improvements for the above reference property.

THIS IS TO CERTIFY that the following insurance policies have been issued to the named insured and are now in force with expiration date(s) and limits as stated below:

<u>ISSUING COMPANY AND POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY In Thousands (000)</u>	<u>Each Occurrence</u>
--	----------------------------	---	------------------------

A. GENERAL LIABILITY

Bodily Injury	\$
Property Damage	\$
Bodily Injury and Property Damage Combined	\$
Personal Injury	\$

B. AUTOMOBILE LIABILITY

Bodily Injury (Each Person)	\$
Bodily Injury (Each Occurrence)	\$
Property Damage	\$
Bodily Injury and Property Damage Combined	\$

C. EXCESS LIABILITY

Bodily Injury and Property Damage Combined	\$
--	----

The following types of coverage are included in said policies (indicated by "X" in space):

A) GENERAL LIABILITY

- Comprehensive Form Yes___ No___
- Explosion and Collapse Hazard Yes___ No___
- Underground Hazard Yes___ No___
- Products/Completed Operations Hazard..... Yes___ No___
- Contractual Insurance..... Yes___ No___
- Broad Form Property Damage
Including Completed Operations..... Yes___ No___
- Independent Contractors Yes___ No___
- Personal Injury..... Yes___ No___

B) AUTOMOBILE LIABILITY

- Comprehensive Yes___ No___
- Owned Yes___ No___
- Hired..... Yes___ No___
- Non-owned Yes___ No___

C) EXCESS LIABILITY

- Umbrella Form..... Yes___ No___
- Other Than Umbrella Form Yes___ No___

ENDORSEMENT AS TO EACH POLICY

The CITY, CITY'S engineer and their consultants, and each of their officials, directors, officers, agents, and employees are included as additionally insured under each policy specified on pages 2 and 3 of the agreement but only while acting in their capacity as such and only as respects operations of the original named insureds, their contractors and subcontractors, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable in the performance of the above-referenced agreement. The insurance afforded the additionally insured is primary insurance and the amount provided shall not be reduced or prorated by reason of any other insurance they may have.

The insurance shall not apply if the loss or damage is ultimately determined to be the proximate result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additionally insured.

The contractual coverages specified on pages 2 and 3 are sufficiently broad to insure all of the matters set forth in Section 4 of said agreement other than those matters set forth in the last paragraph thereof.

The insurance company will give at least 30 days' written notice by regular mail to the CITY prior to any material change or cancellation of its policy.

Named Insured

Insurance Company

Address

Address

City and State

City and State

Date_____

By_____
(Company Representative)

Insurance Company

Insurance Company

Address

Address

City and State

City and State

By_____
(Company Representative)

By_____
(Company Representative)

(SIGNATURES MUST BE NOTARIZED)

Insurance Company Agent For Service
of Process in California:

Name

CITY

Address

Street Number

City and State

City and State

Telephone Number

Telephone Number

IF MORE THAN ONE CITY, FURNISH CERTIFICATES OF INSURANCE AND ENDORSEMENTS BY EACH CITY FOR INSURANCE COMPANY IT REPRESENTS.

NOTICE: No substitution or revision of the above certificate will be accepted. To be acceptable, insurers must be authorized to do business and have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class V, in accordance with the most current Best's Ratings.

**CERTIFICATE OF INSURANCE AND ENDORSEMENT
(WORKERS COMPENSATION)**

Agreement with the CITY OF RANCHO MIRAGE ("CITY"), 69-825 Highway 111, Rancho Mirage, California 92270, for construction of public improvements for the above-referenced property.

THIS IS TO CERTIFY that the below-named Company has issued the workers' compensation and employer's liability policy to the named insured and it is now in force at this time with expiration date as stated below.

The Company will give at least 30 days' written notice by regular mail to the CITY prior to any material change or cancellation of the policy. The policy is so endorsed.

POLICY NUMBER

EXPIRATION DATE

LIMITS OF LIABILITY

Statutory Limits Under the
Laws of the State of California

Named Insured

Insurance Company

Address

Address

City and State

City and State

Date _____

By _____
(Company Representative)

(SIGNATURE MUST BE NOTARIZED)

Insurance Company Agent For Service
of Process in California:

Name

CITY

Address

Street Number

City and State

City and State

Telephone Number

Telephone Number

NOTICE: No substitution or revision of the above certificate will be accepted. To be acceptable, insurers must be authorized to do business and have an agent for service of process in California.

Recording Requested By And
When Recorded Mail to:

CITY OF RANCHO MIRAGE
69-825 Highway 111
Rancho Mirage, CA 92270
No fee

NOTICE OF ACCEPTANCE

Notice is hereby given that the following public improvements have been completed and accepted by the CITY COUNCIL of the City of Rancho Mirage on _____, 20____.

(Brief description of improvements)

(General location)

_____ Rancho Mirage, California,

(Owner of property)

(Contractor(s))

This Notice of Acceptance is executed under authority of a directive from the City Council of the City of Rancho Mirage.

I, _____, declare under the penalty of perjury that I am the _____ of the City of Rancho Mirage, that I am familiar with the facts stated in the foregoing Notice of Acceptance executed for and on its behalf, and that I have read the foregoing Notice of Acceptance and know the contents thereof to be true.

DATED: _____, 20____.

(SIGNATURES MUST BE NOTARIZED)

Title

SECTION 00700-A

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SECTION 00700

GENERAL PROVISIONS OF THE CONTRACT

1. SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools labor and incidentals as required by the contract documents to construct the above stated project.

The general items of work to be done hereunder consist of cleaning and sealing street cracks from 1/8" to 1" in width, as well as all other appurtenant or related work that is necessary to perform the work in compliance with the project specifications and city encroachment permit conditions.

2. LOCATION OF WORK

The general location and limits of the work is: Various public streets located within the city limits of the City of Rancho Mirage. Reference Appendix at back of the project specifications for list of streets.

3. TIME FOR COMPLETION

Time is of the essence, therefore, the CONTRACTOR shall prioritize and schedule the work to be completed within the time specified in the Notice to Proceed and as set forth in Paragraph C.3 of the Standard Agreement, Section 00312-2, "Time For Completion", and shall be initiated as follows:

All long lead delivery time items shall be ordered immediately upon award of the contract. Vendor delivery date commitments shall be provided to the City of Rancho Mirage.

4. TRAFFIC REQUIREMENTS

Delineation shall be in accordance with the California Department of Transportation California Manual on Traffic Control Devices, 2012 Edition (California MUTCD), The Contractor shall submit a detailed construction detour plan consistent for Agency review and approval for each stage of construction prior to start of construction.

5. CORRELATION AND INTENT OF DOCUMENTS

The Standard Specifications for Public Works Construction (Green Book), 2012 Edition, project plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary, and to describe and provide for a complete work.

The City Encroachment Permit Conditions shall govern over the Project Specifications; the Project Special Provisions shall govern over the Standard Specifications, and Standard Plans.

6. DETAIL DRAWINGS AND INSTRUCTIONS. If applicable, the Engineer will furnish to the Contractor, with reasonable promptness, such further detail explanations, instructions and Drawings as may be requested for the proper execution of the Work. In giving such additional instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Drawings and Specifications or the purposes of the improvement. The Contractor shall conform to the intent of the Contract, Drawings and Specifications. The Contractor shall not proceed with any portion of the work unless he is in possession of Plans and information necessary to its proper execution and completion.

The execution of the work as specifically detailed or explained without a written Change Order signed by the Owner and the Engineer, shall constitute an acceptance by the Contractor of detailed Drawings or information as being in conformity with the original intent of the Contract Documents.

7. NO ORAL AGREEMENTS. No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

8. SHOP DRAWINGS

A. If applicable, the Contractor shall submit for the approval of the Engineer shop, fabrication and setting drawings required by the Specifications or that may be requested by the Engineer, and no work shall be fabricated by the Contractor, except at his own risk, until such approval has been given.

B. Drawings shall be submitted in quadruplicate accompanied by letter or transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound in sets.

C. The Drawings submitted shall be marked with the name of the project, numbered consecutively and bear the approval of the Contractor as evidence that the Drawings submitted without this approval will be returned to the Contractor for re-submission.

D. The Contractor shall submit all Drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

If the shop drawings show variations from the requirements of the Contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though such shop drawings have been approved.

E. If a Drawing as submitted indicates a departure from the Contract requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in the Contract price or time for performance, he may approve the Drawings.

F. The approval of shop and setting drawings will be general and, except as provided above, shall not be construed: (1) as permitting any departure from the Contract requirements; (2) as relieving the Contractor of the responsibility of any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Engineer.

9. **DRAWINGS AND SPECIFICATIONS.** The Contractor shall keep on the work site a complete copy of the Drawings and Specifications, including all authorized Change Orders, in good condition, which shall always be available to the Owner, Engineer, and their representatives.

All Drawings, Specifications and copies thereof furnished to the Contractor are the property of the Owner and shall not be used on other work without its consent. Upon completion of this project, all copies of the Drawings and specifications shall be returned to the Engineer, as agent of the Owner.

10. **MATERIALS, WORKMANSHIP.** All materials used in the project, unless otherwise specified, shall be new, of the types and grades specified, and the Contractor shall, if requested, furnish evidence satisfactory to the Engineer that such is the case. All workmanship shall be of the best quality and all workers shall be adequately skilled in the work which they perform.

11. **DEFECTIVE WORK AND MATERIALS.** The Contractor shall promptly remove from the premises all materials condemned by the Owner, the Contractor shall promptly replace and re-execute his work in accordance with the Contract and shall perform that work without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Engineer and Owner deem it expedient to correct work injured or done not in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted from the sum agreed to be paid the Contractor for the performance of the Contract.

12. **SUBSTITUTIONS OF MATERIALS AND EQUIPMENT.** There will be **NO SUBSTITUTION** of Materials and Equipment as specified in the Project Specifications.

13. **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 he has good title to all materials and supplies for which he accepts partial payment.

14. **LICENSES, PERMITS, LAWS AND REGULATIONS.** The contractor, acting in the name of the Owner, shall obtain and pay, only where legally required, for all licenses and permits, inspections and inspection certificates, required to be obtained from or made by any authority having jurisdiction over any part of the work included in the Contract. The Contractor shall comply with all laws, ordinances and regulations applicable to the work.

15. **PATENTS, ROYALTIES AND TAXES.** The Contractor shall hold the Owner and the Engineer harmless from liability of any nature, including costs and expenses, for or on account of any patented or unpatented article, appliance, or device used in the performance of the Contract and shall defend all suits or claims for infringement of any patent right. He shall pay all applicable Federal, State and local sales taxes and all other taxes pertinent to the work involved in this Contract.

16. **ENGINEERING, SURVEY AND SITE EXAMINATION.** If applicable, the Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for allowances because of his error or negligence in acquainting himself with the conditions at this site will be recognized.

The Owner will furnish surveys necessary to properly locate the improvements and establish the locations thereof, with general reference points as well, that in the Owner's judgment enable the Contractor to proceed with the work.

The Contractor shall provide competent engineering services to lay out the work and all parts thereof and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey cut sheets, field stakes and the approved drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the Owner. Any bench marks or monuments which are lost or destroyed shall be replaced by a licensed land surveyor at the full expense of the Contractor subsequent to proper notification of the Owner and with his approval.

Any ties, monuments and bench marks disturbed during construction shall be reset by a Licensed Land Surveyor per City and County standards after construction and the tie notes submitted to the City on 8-1/2" x 11" heavy stock grid-lined survey record paper. The tie record shall be signed by the Licensed Surveyor and a corner record shall be filed with the County of Riverside at the Contractor's expense. The Contractor and his sureties shall be liable for, at his expense, any resurvey required due to his negligence in protecting existing ties, monuments, bench marks or any such horizontal or vertical controls.

17. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work and adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State of municipal laws and regulations and local conditions shall be provided and maintained. Existing pavements located on or near the site shall be protected against damage, and pavements that are accidentally damaged or necessarily cut shall be replaced with the same material upon completion of the work.

18. **ACCIDENT PREVENTION.** Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or harm to any person or property and shall also be responsible for the same if such occur.

19. **EMERGENCIES.** In an emergency affecting the safety of life or of any structure 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 Owner and shall be guided by the directions and advice of the Owner. But if the character of the emergency is such as to require action with such short limits or time or under circumstances rendering that impracticable, then the Contractor shall act independently and upon his own responsibility, subject to the direction and control of the Owner as soon as it may become practicable to obtain the same.

20. **ACCESS TO THE WORK.** The Engineer, the Owner, and their representatives shall have access at all times to the work for purposes of inspection, wherever said work is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

21. **INSPECTION OF THE WORK.** All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination, and test by the Engineer at any all times during

manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Should the Specifications, the Engineer's instructions, any law, ordinances or public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. If any work should be covered, without proper inspection and without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

22. **INSPECTOR.** The Owner may employ an Inspector, who will act as a direct representative of the Owner or the Engineer, 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, nor be construed to lessen to any degree, the Contractor's responsibility for providing efficient and capable superintendence as required herein. The Inspector is not authorized to make changes in the Drawings or Specifications, nor shall his approval of work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects.

No work of any kind shall be performed on the project site outside of the regularly established working hours without the knowledge and consent of the Inspector.

23. **SUPERVISION OF CONTRACTOR**

The CONTRACTOR shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or be represented by a duly authorized and competent SUPERINTENDENT satisfactory to the ENGINEER, continually at the site of the work during progress, to receive directions or instructions from the OWNER. The SUPERINTENDENT shall be qualified to, and shall, represent the CONTRACTOR during all times when the CONTRACTOR is not present and all orders or directions issued to the SUPERINTENDENT by the OWNER shall be as binding as if given to the CONTRACTOR personally. Important directions shall be confirmed in writing to the CONTRACTOR. Other directions shall be so confirmed upon written request in each case. The CONTRACTOR shall designate the Project SUPERINTENDENT in writing to the CITY and obtain ENGINEER approval prior to the start of construction. Both the CONTRACTOR and the SUPERINTENDENT shall cooperate to provide efficient and complete supervision over all phases of the work.

24. **CHANGES IN THE WORK.** The Owner, upon agreement with the Contractor, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. The Contractor shall not be authorized to comply with such order without previously obtaining written authority therefore from the Owner. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change.

The Contractor shall, when requested by the Owner, 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, detail Drawings or notices of any description issued by the Engineer or Owner involve extra cost above the Contract price he shall immediately give the Owner 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 Contract price.

The Contractor agrees that any change orders for extra work represent an accord and satisfaction between the owner and Contractor for such extra work. The Contractor's change order shall contain the entire claim of Contractor for all such extra work, including but not limited to claims for delay, disruption, and acceleration damages. Contractor waives any further claim for costs and damages except as specifically set forth in the change order.

25. **DELAYS**

25.1 **Notice of Delays** – When the CONTRACTOR foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the CONTRACTOR shall notify the ENGINEER in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The CONTRACTOR agrees that no claim shall be made for delays, which are not called to the attention of the ENGINEER at the time of their occurrence.

25.2 **Avoidable Delays** – Avoidable delays in the prosecution of the Work shall include delays, which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the CONTRACTOR or its subcontractors, at any tier level, or suppliers.

25.3 **Unavoidable Delays** – Unavoidable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the CONTRACTOR and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors, at any tier level, or suppliers.

Delays in completion of the Work of other Contractors employed by the CITY will be considered unavoidable delays insofar as they interfere with the CONTRACTOR's completion of the current critical activity or item of the Work.

25.4 **Abnormal Delays** – Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as unavoidable delays insofar as they prevent the CONTRACTOR from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item on the favorably reviewed progress schedule.

25.5 **Material Shortages** – Upon the submission of satisfactory proof to the ENGINEER by the CONTRACTOR, a shortage of materials outside the control of the CONTRACTOR will be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the ENGINEER, it must be demonstrated by the CONTRACTOR that the CONTRACTOR has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work and was not due to a lack of scheduling or planning on the CONTRACTOR's part.

Only the physical shortage of material caused by unusual circumstances will be considered under these provisions as a cause for Extension of Time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the ENGINEER that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of materials will not be considered for material ordered or delivered late or whole availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the Work.

26. TIME EXTENSIONS

26.1 **Avoidable Delay** – The AGENCY may grant an Extension of Time for avoidable delays if the AGENCY deems it is in its best interest. If the AGENCY grants an Extension of Time for avoidable delays, the CONTRACTOR agrees to pay the AGENCY's actual costs, including changes for engineering, inspection and administration incurred during the extension.

26.2 **Unavoidable Delay** – If the CONTRACTOR is delayed in the performance of its work by an act of the CITY or if the CONTRACTOR is delayed in the performance of its work by an unavoidable delay, then the Contract completion date may be extended by the CITY for such time that, in the AGENCY's and ENGINEER's opinion, the CONTRACTOR's completion date will be unavoidably delayed, provided that the CONTRACTOR strictly fulfills the following:

- a. The CONTRACTOR shall provide notification in accordance with Section 25.1 **Notice of Delays** and submit in writing a request for an Extension of Time to the ENGINEER stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted along with a time impact analysis.
- b. If requested by the ENGINEER, the CONTRACTOR shall promptly provide sufficient information to the ENGINEER to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. The CONTRACTOR will be granted a non-compensable time extension for weather-caused delays.

Should the CONTRACTOR fail to fulfill any of the foregoing, which are considered conditions precedent to the right to receive a Time Extension, the CONTRACTOR waives the right to receive a time extension.

Should the CONTRACTOR fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the CONTRACTOR shall pay to the AGENCY liquidated damages as specified in the Special Provisions of these specifications.

During such extension of time, neither extra compensation for engineering, inspection and administration, nor damages for delay will be charged to the CONTRACTOR. It is understood and agreed by the CONTRACTOR and AGENCY that time extensions due to unavoidable delays will be granted only if such unavoidable delays involve controlling operations which would prevent completion of the whole Work within the specified Contract Time.

- 26.3 **Indirect Overhead** – The CONTRACTOR shall be reimbursed for indirect overhead expenses for periods of time when the Work is stopped due to Unavoidable Delays as defined in Section 25.3, of these General Conditions. However, no reimbursement for indirect overhead shall be made for delays as defined in Section 25.4 Abnormal Delays; Section 26.2.c. Weather Delays; or Section 25.5, Material Shortages of these General Conditions.

As a condition precedent to any reimbursement, the CONTRACTOR must fulfill all conditions as provided Section 26.2, Unavoidable Delay.

The reimbursement of indirect overhead is limited to those delay conditions defined above when the CONTRACTOR is prevented from proceeding with seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the current favorably reviewed progress schedule.

- 26.4 **Indirect Field Overhead** – For those allowable delay periods as defined in Section 25.3 of these General Conditions, the CONTRACTOR shall be reimbursed for its indirect field overhead based on:
- a. Invoices for all field office equipment.
 - b. Actual salary for field office staff.
 - c. Fair rental values acceptable to the ENGINEER for construction equipment idled due to the delay.

- 26.5 **Home Office Overhead** – For those allowable delay periods as defined in Section 25.3, Unavoidable Delays, the CONTRACTOR shall be reimbursed for its home office overhead based on the following formula:

Contract Bid price divided by Contract Period Calendar Days x 0.03 = Daily Home Office Overhead (\$/Day).

Such reimbursement shall be mutually agreed between the AGENCY and CONTRACTOR to encompass full payment for any home office overhead expenses for such periods of time for the CONTRACTOR and all subcontractors. The CONTRACTOR agrees to hold the AGENCY harmless for any indirect overhead claims from its subcontractors.

27. **OWNER'S RIGHT TO DO WORK.** Should the Contractor, at any time during the process of construction, fail or refuse to furnish enough materials and/or workers to properly prosecute the work, unless prohibited from so doing though the action of the Owner, the Engineer, or other authorized official agencies, the Owner, after giving two (2) days written notice to the Contractor may, without prejudice to any other rights he may have, proceed with and/or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to the Contractor.

28. **OWNER'S RIGHT TO TERMINATE THE CONTRACT.** If the Contractor should be adjudged a bankruptcy, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, if he should, except in cases stated in the following paragraph, persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors or for materials or labor, persistently disregard laws, ordinances or the instruction of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon certificate of the Engineer that sufficient cause exists to justify such action, may,

without prejudice to any other right or remedy after giving the Contractor ten (10) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever he 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 the work including compensation to the Engineer for his additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

29. **CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT.** If through no fault of the Contractor, or of anyone employed by him (1) the work is stopped by order of any court or governmental authority, other than the Owner, (2) the Engineer capriciously or arbitrarily fails to issue any certificate for payment within thirty (30) days after it is due, or (3) the Owner fails to pay to the Contractor, within sixty (60) days after presentation of the Engineer's certificate to the Owner, any sum certified by the Engineer, then the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop work or terminate the Contract, and the Owner shall be liable to the Contractor for any loss sustained and reasonable profit.

30. **PAYMENTS WITHHELD.** The Engineer may withhold or, on account of subsequent discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed, or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to subcontractor or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance remaining unpaid.
- E. Damage to another Contractor.
- F. Default of the Contractor in the performance of the terms of the Contract.

31. **LIENS.** The Contractor agrees that at any time upon request of either the Owner or the Engineer, he 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 called for hereunder he will, if requested, submit to the Owner or the Engineer a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work.

32. **ASSIGNMENTS.** The Contractor shall not assign the whole or any part of this Contract without the written consent of the Owner and all Sureties executing bonds on behalf of the Contractor in connection with said Contract.

33. **MUTUAL RESPONSIBILITY OF CONTRACTORS.** If the Contractor or any of his subcontractors or employees cause loss or damage to any separate Contract on the work, the Contractor agrees to settle with such separate Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the Owner, on account of any loss so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any expenses and judgment arising therefrom.

34. **SEPARATE CONTRACTS.** The Owner reserves the right to award other contracts in connection with the project and the work, under which may proceed simultaneously with the execution of this Contract. The Contractor shall coordinate operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep himself informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors where such delay or such defective workmanship will interfere with his own operations. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

35. **SUBCONTRACTS.**

- A. The Contractor may, without additional expense to the Owner, utilize the services of subcontractors on those parts of the work that are specified to be performed by subcontractors.

B. Nothing contained in the Specifications of Drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall be responsible for the coordination of the trades, subcontractors and material men engaged upon his work.

E. Neither the Owner nor Engineer will undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

F. The Contractor shall cause appropriate provisions to be inserted in all subcontract relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors.

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

H. In accordance with Section 4101 of the Government Code, each bidder, in his bid, shall set forth: (1) the name and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work, or improvement, in an amount in excess of one half of 1% of the Contractors total bid, and (2) the portion of the work which will be done by each such subcontractor.

I. In accordance with Section 4105 of the Government Code, if the Contractor fails to specify such subcontracts, he agrees to perform that portion of the work himself.

J. In accordance with Sections 4107 and 4107.5 of the Government Code, no Contractor whose bid is accepted shall without consent of the awarding authority, either: (1) substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontractor to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (3) sublet or subcontract any portion of the work in excess of one half of 1% of the Contractor's total bid as to which his original bid did not designate a subcontractor.

36. **USE OF WORK AREA AND CLEANING.** The Contractor shall maintain the work area under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the daily operations of adjacent businesses or residences during the week. The Engineer shall approve all storage and field yard areas. The Contractor shall not permit any load or stress to be placed upon any part of the permanent work or existing work that will endanger the safety or strength of said work.

37. **CORRECTION OF WORK AFTER FINAL PAYMENT AND GUARANTEE ONE YEAR.** 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 he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear to be discovered up to one year after recording of the Notice of Completion. The Owner shall give notice of observed defects with reasonable promptness, and the Contractor shall proceed to remedy such defects immediately upon receiving such notification. Payments due to the Engineer by the Owner for extra engineering services required in the enforcement of Contractor's guarantee after acceptance of the work shall be paid to the Owner by the Contractor or his Surety.

38. **OCCUPANCY BY THE OWNER.** The Owner has the right to occupy and to use the any and all parts of the property to the completion of the entire work, and that such use shall not operate as an acceptance of any part of the work.

39. **DAMAGE TO ADJACENT AND EXISTING PROPERTY.** The Contractor shall be responsible for any and all damage done to existing property and adjacent construction work during all construction work under this Contract, and he shall make any repairs that result from his operations to the satisfaction of the Owner.

40. **UTILITIES.** The Contractor shall furnish and pay for all water, gas, electricity and other utilities used for construction purposes, unless otherwise provided in the Special Conditions or Specifications.

41. **TEMPORARY TOILET.** The Contractor shall construct a chemical toilet or temporary toilet connected to a cesspool for the use of all persons connected with the work. Structure shall have roof and door and shall be fly-proof. At conclusion of the work, the chemical toilet or cesspool and toilet shall be removed from the premises and excavation filled and left in a thoroughly sanitary condition. Exact location must be approved by the Engineer.

42. **CLIMATIC CONDITIONS.** The Contractor shall provide and maintain heat, fuel, materials, and services necessary to protect all work and materials against injury from extreme heat, cold, dry winds, or dampness as follows:

A. At all times during the placing, setting and curing of concrete and cement work, provide sufficient heat to insure the heating of spaces involved to not less than fifty (50) degrees Fahrenheit.

B. The Engineer shall have full authority to suspend operations on work when subject to damage by climatic conditions or because of insufficient curing or drying of surfaces or materials.

43. **LAWS CONCERNING THE OWNER A PART HEREOF.** The Contract is subject to all provisions of the constitution and laws of California governing, controlling or affecting the Owner, or the property, funds, operations or powers of the Owner, and such provisions are by this reference made a part hereof and of the Contract.

44. **WAGES AND HOURS.** The Owner has determined that the minimum wages paid on this project shall not be less than those set forth in the Notice Inviting Bids. 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 Contract price shall be allowed or authorized on account of the payment of increased wage rates.

In accordance with the provisions and requirements of section 1810-16 of the Labor Code, neither the contractor or the subcontractor who employes, directs, or controls the work of any worker employed to execute work done under the Contract, shall require or permit such worker to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property. Within thirty (30) days after any worker is permitted to work over eight (8) hours in one calendar day due to such extraordinary emergency, the Contractor shall file with the Owner a verified report settling the nature of the emergency. The report shall contain the name of the worker and the hours worked by him on the particular day. Failure to file the report within the thirty (30) day period shall be prima facie evidence that no extraordinary emergency existed. The Contractor and every subcontractor shall keep an accurate record showing the name of, and actual hours worked by, each worker employed by him in connection with the work executed under the Contract. The record shall be kept open to all reasonable hours to the inspection of the Owner and the Division of Labor Law Enforcement. The contractor shall forfeit, as a penalty to the Owner, \$25.00 for each worker employed in the execution of the Contract by the contractor or by any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours, in violation thereof.

45. **BRAND OR TRADE NAME, SUBSTITUTION OF "EQUALS".** See Item No. 12 of these General Provisions.

46. **NOTICE OF COMPLETION.** Within ten (10) days after the completion of construction in accordance with the Contract, the Contractor shall promptly notify the Engineer when construction is complete to enable the Engineer to make his final inspection, prepare a report and inform the Owner. Upon review and acceptance of the Engineer's report, the Owner shall cause a Notice of Completion to be recorded in the office of the County Recorder. Any significant deficiencies or requests for missing or incompleated portions of the work or submittals found within the report may be cause to withhold filing a Notice of Completion to allow the CONTRACTOR time to provide correction or remedy.

47. **EQUAL OPPORTUNITY.** The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, sexual preference or physical handicap in the performance of this Contract and to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code.

48. **PROGRESS SCHEDULE**

The Contractor shall furnish three (3) copies of Job Progress Schedule to the Owner at the start of the construction and shall provide updates regularly as necessary, or as stipulated and requested by the Owner or his representative.

49. **PRECONSTRUCTION CONFERENCE**

The OWNER shall call a preconstruction conference after the award of the Construction Contract. A principal of the CONTRACTOR shall attend such a conference. At the conference, CONTRACTOR shall submit the name of the proposed Project SUPERINTENDENT for the project, along with a description of documented experience and references to verify the competency of the same. The CONTRACTOR shall also submit the names of each person authorized to execute Change Orders for and on behalf of the CONTRACTOR, a critical path construction schedule, showing the method by which CONTRACTOR proposed to accomplish the work and proposed completion dates of different aspects of the work, and what arrangements the CONTRACTOR wishes as to storage of on-site materials or equipment for the project.

At the preconstruction conference, CONTRACTOR will be asked whether he is aware of any ambiguity in the Contract Documents requiring clarification and whether the methods of accomplishment of the work provided for in the specifications are appropriate.

CONTRACTOR shall at the preconstruction conference report in detail as to what steps have been taken to provide the requisite personnel to accomplish the work, whether listed subcontractors have entered into subcontracts with him and what arrangements have been made for providing necessary equipment and material for the accomplishment of the work.

At the preconstruction conference, the CONTRACTOR shall submit to the ENGINEER a Schedule of Values of the various portions of the work, including quantities if required by the ENGINEER aggregating the total Contract Sum, divided so as to facilitate payment, prepared in such form as specified or as the ENGINEER and CONTRACTOR may agree upon, and supported by such data to substantiate its correctness as the ENGINEER may require. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when approved by the ENGINEER, shall be used as a basis for CONTRACTOR 's Applications for Payment.

The Contractor shall also provide the following submittals at or prior to the preconstruction meeting:

1. Vendor submittals and confirmation showing proof of ordering with delivery dates for all long lead items.
2. A traffic control, phasing and staging plan. (The traffic control plan shall include designated paths of travel for the disabled in compliance with the requirements of Title 24 and the Americans with Disabilities Act [ADA] through or around the project work area.)
3. Copies of permits.

END OF SECTION

SPECIAL PROVISIONS

PART 1 - GENERAL PROVISIONS

The Standard Specifications of the City are contained in the Standard Specifications for Public Works Construction ("Green Book"), 2012 Edition as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113

The Standard Specifications set forth above will control the general provisions, construction materials and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The Section Numbers of the following Special Provisions coincide with those of the Standard Specifications for Public Works Construction ("Green Book"), 2012 Edition. Only those sections requiring amendment or elaboration, or specifying options, are called out.

The Standard Specifications shall prevail in all cases except where a Contract Document of a higher order, provides a different requirement on a given topic or topic aspect. All language in the Standard Specifications that is not in conflict with the language in the prevailing contract Documents on a given topic or topic aspect shall remain in full force and effect, unless the language in the prevailing Contract Document specifically cites the section number in the Standard Specification and states that said provision is in lieu of that Standard Specification section.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (2010 Edition or any updates thereof) of the State of California, Department of Transportation. Copies of these specifications may be obtained from the internet at dot.ca.gov/hq/esc/techpubs/, or:

State of California – Department of Transportation
1820 Alhambra Boulevard
MS 9/101
Sacramento, California 95816-8041
(916) 227-4132

References in the Special Provisions to Standard Plans shall mean the most recent Standard Plans of the City of Rancho Mirage and where applicable, the Riverside County and the State Department of Transportation, 2010 edition, or any updates thereof. Applicable Standard Plans for this project are contained in the Appendix of the Specifications.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools equipment and incidentals, and do all the work involved in executing the contract.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

- Agency/City/Owner - City of Rancho Mirage
- Board/Council - Rancho Mirage City Council
- Caltrans - California Department of Transportation
- County - County of Riverside
- Federal - United States of America
- State - State of California
- Engineer - City Engineer or Designated Representative
- Laboratory -The designated laboratory authorized by the City of Rancho Mirage to test materials and work involved in the contract.
- Standard Specifications - Standard Specifications for Public Works Construction (Green Book)

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT.

(Replace with the following):

Within ten (10) working days after the date of the Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Contract Documents
- Faithful Performance Bond
- Payment Bond
- General Liability Insurance Certificate
- Automobile Liability Insurance Certificate
- Worker's Compensation Insurance Certificate
- Proposed Construction Schedule
- Source and submittals of all contract materials, including proof of availability

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the agency until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

The Bidder's attention is directed to the provision in Section 2-3 of the Standard Specifications for the Requirements and Conditions that he must observe in the preparation of the proposal form and the submission of the bid.

REQUIRED LISTING OF PROPOSED CONTRACTORS--In accordance with the subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code:

The bidder's attention is directed to other provisions of said Act related to penalties for failure to observe the provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing Subcontractors, as required, is included in the Bid Proposal.

2-4 CONTRACT BONDS

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one-hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance date shall remain in force until one year after said date.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General (Replace the first paragraph with the following):

The CONTRACTOR shall maintain a control set of plans and specifications on the project site at all times. All final locations determined in the field, and any deviations from the plans and specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the CONTRACTOR shall return the control set to the Engineer. Final payment shall not be made until this requirement is met.

2-5.3.3 Submittals. (Replace the last two sentences of the first paragraph with the following):

One (1) original of each product or construction document submittal shall be transmitted to the Engineer, along with a sequentially numbered Submittal Response Form (see Appendix). One (1) photocopy of the submittal shall be returned to the CONTRACTOR with the Submittal Response Form appropriately marked.

2-5.3.3 Submittals. [Add the following]:

Except as otherwise specified herein, the CONTRACTOR shall furnish for approval, within ten (10) working days following award of the Contract, all submittals as required on the Plans or in the Specifications. This provision shall not authorize any extension of time for performance of the Contract. The Engineer will check and approve such submittals, within five (5) working days from receipt of same, only for conformance with design concept of work and for compliance with information and regulatory documents given in Contract Documents. Work shall be in accordance with approved submittals.

Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

Samples of materials and/or articles shall, upon demand, be submitted for tests or examinations and consideration before incorporation of same in work started. The CONTRACTOR shall be solely responsible for delays due to submittals not being submitted in time to allow for proper time to make tests. Acceptance or rejection will be expressed in writing. The Engineer shall have sole discretion as to the acceptance or rejection of submittals. Rejection of submittals and any demand for re-submittal for review and approval by the Engineer shall not entitle the CONTRACTOR to additional time or costs caused by the rejection.

Materials and equipment furnished must be as specified in the project specifications in every respect and no substitutions will be accepted. Samples which are of value after testing will remain the property of the CONTRACTOR.

2-8 RIGHT OF WAY (Add the following):

The Agency reserves the right to prohibit the CONTRACTOR to work on property where right of way or right of entry has not been obtained prior to issuing the notice to proceed.

2-9 SURVEYING

2-9.1 Permanent Survey Markers. (Add the following):

The CONTRACTOR shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above requires removal, relocation, re-establishment or resetting, the City shall, prior to any construction work and under the supervision of a California-licensed land Surveyor or Civil Engineer, establish sufficient temporary ties and temporary bench marks to enable the points to be reset after completion of construction. Monuments shall be reset per City Standard 611.

Any ties, monuments and bench marks disturbed during construction shall be reset by a Licensed Land Surveyor per City or County standards after construction and the tie notes submitted to the City on 8-1/2" x 11" heavy stock grid-lined survey record paper. The tie record shall be signed by the Licensed Surveyor. The CONTRACTOR and his sureties shall be liable for, at his expense, any resurvey required due to his negligence in protecting existing ties, monuments, bench marks or any such horizontal or vertical controls.

Full compensation for conforming to these requirements shall be considered as included in the various contract items and no separate payment will be allowed therefore.

SECTION 3 - CHANGES IN WORK

3-3.1 **General** (Add the following):

(a) No CONTRACTOR claims for extra work shall be accepted or approved by the Agency that are submitted more than 10 days after the work was performed unless the work has been authorized in writing by the Engineer.

3-3.2.3 Markup (Replace with the following):

(a) **Work by Contractor.** The following percentages shall be added to the CONTRACTOR'S costs and shall constitute the markup for all overhead and profit.

- 1) Labor 15%
- 2) Materials 10%
- 3) Equipment Rental 10%
- 4) Other Items and Expenditures 5%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When a Subcontractor performs all or any part of the extra work, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 5 percent of the subcontracted portion of the extra work.

SECTION 5 - UTILITIES

5-1 LOCATION (Add the following paragraphs:)

The CONTRACTOR shall notify the utilities at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The CONTRACTOR shall determine the exact location of all existing utilities prior to commencing work. He/She agrees to be fully responsible for any and all damages which may be occasioned by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. In the event the CONTRACTOR encounters underground utilities not shown on the plans, he/she shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the CONTRACTOR shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict.

The CONTRACTOR shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. The CONTRACTOR shall document on record drawings all existing utility termination points before disconnecting.

The CONTRACTOR shall protect in place all existing power poles and overhead lines in the work area.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the CONTRACTOR shall assume that every property parcel will be served by a service connection for each type of utility.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

The CONTRACTOR is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the CONTRACTOR with the precise locations of their substructures in the construction area when the CONTRACTOR gives at least 48 hours' notice to the

Underground Service Alert by calling 1-800-227-2600. CONTRACTOR shall provide the AGENCY with proof of contact with USA upon request.

1. Southern California Gas Company
USA Member Utility, Phone 1-800-422-4133
Protection of existing facilities by Contractor.
2. Southern California Edison Company
Local Telephone (760) 202-4227/4254
USA Member Utility, Phone 1-800-422-4133
Protection of existing facilities by Contractor.
3. Verizon –Telephone
USA Member Utility, 1-800-422-4133
Protection of existing facilities by Contractor.
4. Coachella Valley Water District (Water, Sewer and Flood Control)
USA Member Utility, Phone 1-800-422-4133
Protection of existing facilities by Contractor.
5. Time Warner Cablevision
Local Telephone (760) 340-2225
Protection of existing facilities by Contractor.
6. City of Rancho Mirage, Public Works Department
Local Telephone (760)770-3224
Protection of existing facilities by Contractor.

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The CONTRACTOR shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680 at least two (2) working days prior to the start of construction.

The CONTRACTOR shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The CONTRACTOR shall coordinate with each utility company as to the requirements and methods for the duration of protection, and shall be responsible for preparation and processing of any required plans or permits. The CONTRACTOR shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the CONTRACTOR acknowledges the above referenced utility work to be completed in conjunction with this project. The CONTRACTOR shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The CONTRACTOR shall coordinate with each utility company as to the extent of required work and the time required to do so. The CONTRACTOR shall include this time in his/her schedule. Payment for the above, if any, shall be deemed as included in the items of work, and no additional compensation as will be allowed.

5-4 RELOCATION. [Delete the Second and Fourth Paragraphs and add the following paragraph]:
Except as otherwise directed or called out on the approved plans, the alteration or temporary relocation of all service connections (including but not limited to: water, irrigation water, sewer, natural or manufactured gas, underground and/or overhead telephone and electrical) to any adjacent property or landscaped medians shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall restore the service connections immediately after any disruption in service. No attempt has been made to show all service connections on the Plans. The CONTRACTOR shall make all arrangements with the utility owners regarding such work. The costs for such work on service connections, except when specified in the detailed specifications that the utility owners will make no charges for the work, shall be absorbed in the unit prices or included in the lump sum amounts bid for the various other contract items.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

(Replace with the following):

The CONTRACTOR'S proposed construction schedule shall be submitted to the Engineer within five (5) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the CONTRACTOR to review the proposed construction schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The CONTRACTOR shall submit periodic progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION**6-7.1 General** (Add the following):

The time for completion shall be as set forth in Paragraph C.3 of the Standard Agreement, Section 00312-2 "Time For Completion", and Paragraph 3, Section 00700-1, "Time For Completion", of the General Conditions.

6-7.2 Working Day (Add the following):

The CONTRACTOR'S activities shall be confined to the hours between 6:00 A.M. and 4:00 P.M., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation where additional time, days or inspectors are deemed necessary, inspection service charges will be charged against the CONTRACTOR. The service charges will be calculated at overtime rates including benefits, overhead, and travel time. The service charges will be deducted from any amounts due the CONTRACTOR.

6-9 LIQUIDATED DAMAGES

(Replace last sentence of the first paragraph and the entire second paragraph with the following):

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due it, the sum of \$1,000.

Execution of the Contract shall constitute agreement by the Agency and CONTRACTOR that \$1,000 per day is the minimum value of the costs and actual damage caused by the failure of the CONTRACTOR to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the CONTRACTOR if such delay occurs.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES** (Add the following):

A noise level limit of 86 dba at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR**7-2.1 Laws** (Add the following):

The CONTRACTOR, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State, and Federal orders to ensure equal employment opportunities and fair employment practices.

7-3 LIABILITY INSURANCE

(Replace the entire Subsection with the following):

7-3.1 Indemnification

The CONTRACTOR shall indemnify and save harmless the City of Rancho Mirage, the State of California, the County of Riverside, and/or any incorporated city for all claims or suits for damages arising from his/her prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability."

7-3.2 Contractor's Liability

The City of Rancho Mirage, its City Council, or its Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the CONTRACTOR or his/her workmen or any one employed by him, against all of which injuries or damages to persons and property the CONTRACTOR, having control over such work, must properly guard. The CONTRACTOR shall be responsible for any damage to any person or property resulting from defects or obstructions or any time before its completion and final acceptance, and shall indemnify and save harmless the City of Rancho Mirage, its City Council, and the Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the CONTRACTOR, his/her servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the CONTRACTOR or has agents, and so much of the money due the CONTRACTOR under and by virtue of the contract as shall be considered necessary by the CITY may be retained by the CITY until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the CONTRACTOR are not safe or adequate at any time during the life of the contract, he may order the CONTRACTOR to take further precautions, and if the CONTRACTOR shall fail to do so, the Engineer may order the work done by others and charge the CONTRACTOR for the cost thereof, such cost to be deducted from any money due or becoming due the CONTRACTOR. Failure of the Engineer to order such additional precautions, however, shall not relieve the CONTRACTOR from his/her full responsibility for public safety.

7-5 PERMITS (Replace the first sentence with the following):

Prior to the start of any work, the CONTRACTOR shall take out the applicable CITY permits and make arrangements for CITY inspections. The CONTRACTOR and all subcontractors shall each obtain any and all other permits, state licenses, CITY Business licenses, inspections, certificates, or authorizations required by any governing body or public utility. **The City of Rancho Mirage encroachment permit fee will be \$14,950.00.** The permit shall be obtained by the contractor prior to the start of work. Payment for this work shall be included in the bid item of work "City Encroachment Permit" and no additional compensation will be allowed.

7-8 PROJECT SITE MAINTENANCE (Add the following):

7-8.1 Cleanup and Dust Control.

The CONTRACTOR shall read and abide by the requirements set out in the **Local Air Quality Management Plan**. In particular this has provisions for: control of the site construction dust through daily watering of all disturbed areas and/or treatment of said areas with an approved "Dust Palliative" as described under Section 7-9, "Protection and Restoration of Existing Improvements", any requirements for all hauled materials to be appropriately covered with tarps; and a provision for street sweeping to remove sand and dust from traffic zones. Any sandblasting must be done by the "wet" method, and all residues must be cleaned up by street sweepers as soon as possible. Any substance other than water to be used for dust control for this project must be pre-approved by both the Engineer and the Regional Water Quality Control Board.

Costs for maintaining dust control measures, including hydromulch, fiber and other palliatives during construction and obtaining and applying construction water for dust control shall be paid for in the listed Bid Item "Mobilization/Bonds/Insurance/Dust Control".

7-8.6 Water Pollution Control [Add the following]:

The CONTRACTOR shall be responsible for complying with all requirements of Caltrans Standard Specifications Section 7-1.01G, "Water Pollution," and the "Caltrans Storm Water Quality Handbook, Construction Contractor's Guide and Specifications," latest edition, for development and implementation of the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall also be in full conformance with the latest requirements of the Regional Water Quality Control Board, the Riverside County Drainage Area Management Plan (DAMP), the City of Rancho Mirage Local Implementation Plan (LIP), and the project specific requirements of the City Engineer. The most stringent current requirements shall be in effect.

The CONTRACTOR is hereby notified that specific construction practices in the Caltrans Standard Specifications, Section 7, "Responsibilities of the Contractor," are considered to be the Best Management Practices, and are in some cases subject to amendments and updates from regulatory agencies and ordinances. Applicable construction practices in the Standard Specifications and other current relevant sources shall be incorporated into the SWPPP. Additionally, at a minimum, the CONTRACTOR'S work will be in compliance with the Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, Order No. 99-06 DWQ, and NPDES No. CAS000003, adopted by the State Water Resources Control Board (SWRCB) on July 15, 1999, in addition to the BMP's specified in the Caltrans Storm Water Management Plan (SWMP), the County of Riverside DAMP, the City of Rancho Mirage LIP and the Regional Water Quality Control Board Permit for Linear Projects. When applicable, the Permittee will also conform to the requirements of the General NPDES Permit for Construction Activities, Order No. 99-08-DWQ, NPDES No. CAS000002, and any subsequent General Permit in effect at the time of issuance of this Encroachment Permit.

At the time of the preconstruction meeting the CONTRACTOR must have the SWPPP completed and signed by the responsible parties, and it shall be reviewed and accepted by the City prior to submittal to the Regional Board and the start of any work. The CONTRACTOR shall name himself as the "responsible party" in the permit.

The CONTRACTOR shall be responsible for conducting all required monitoring inspections and shall file original copies of the inspections and all other reports, certifications or records as required by the SWPPP with the City. All fines levied as a result of the CONTRACTOR's failure to comply with the requirements of the SWPPP, shall be the CONTRACTOR's responsibility.

Time extensions will not be allowed for any suspension of work as a result of the CONTRACTOR's noncompliance with the SWPPP.

Payment for preparing and gaining approval of the SWPPP, complying with the SWPPP, and implementation of the SWPPP, shall be paid for in the bid item for "Mobilization/Bonds/Insurance/Dust Control", and no additional compensation shall be allowed.

7-8.7 Drainage Control (Add the following):Flow, Acceptance and Removal of Water

It is anticipated that storm, surface or other waters will be encountered at various times during the work herein contemplated. The CONTRACTOR, by submitting a bid acknowledges that he/she has investigated the risk arising from such waters and has prepared his/her bid accordingly, and CONTRACTOR submitting a bid, assumes all said risk.

The CONTRACTOR shall conduct his/her operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The CONTRACTOR shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS (Add the following):

The Contractor shall protect-in-place all public and private improvements. Any public and/or private improvements disturbed by the contractor shall be restored to original condition and inspected and approved by the Engineer. If any irrigation facilities are encountered they shall be preserved in place or repaired quickly so no serious disruption in watering takes place.

Restoration of other landscape items shall follow the Standard Specifications except as modified by these Special Provisions. If questions arise about how the finished products should look, the CONTRACTOR should anticipate allowing direction from the residents and the Engineer. If resident requests appear to be beyond the scope of the plans and specifications, the CONTRACTOR shall get written clearance from the Engineer to proceed prior to doing the work. However, the City is not opposed to the CONTRACTOR setting up separate construction agreements outside this contract if they do not interfere with this project. If such "side-jobs" require City Permits, the CONTRACTOR is responsible for getting them prior to the work being done.

At the end of the project, and/or prior to stopping the daily watering routine, all non-traffic disturbed areas shall be sealed with a wood fiber or recycled paper "hydromulch" containing a natural or chemical binding agent acceptable to the City and the Regional Water Quality Control Board per Caltrans Standard Specifications 20-2.07 "Fiber". Formulations and application should be aimed at stabilizing the soil until such time as native plants re-establish themselves. Alternately, such areas may be treated by seeding them with a grass or flower seed and continuing the watering operations until the plants are at least 2" high.

Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T413, shall contain less than 250 parts per million boron and shall be otherwise nontoxic to plant or animal life.

Fiber shall have a water-holding capacity by mass of not less than 1200 percent as determined by the procedure designated in the Caltrans Final Report, CA-DOT-TL-2176-1-76-36, "Water-Holding Capacity for Hydromulch," available from the Caltrans Laboratory.

Fiber shall be of such character that the fiber will disperse into a uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry mass of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied, and shall not stain concrete or painted surfaces.

A certificate of Compliance for fiber shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," in the Caltrans Standard Specifications.

The hydromulch shall have a binder material that is safe for the environment; such as may be created from natural substances like lignin or cellulose, or chemical binders that have been approved by the Regional Water Quality Control Board such as Acrylic Polymer. The binder shall be of sufficient strength when combined with the hydromulch that weeds will be able to re-establish themselves before the hydromulch breaks down. An application rate shall be chosen that leaves a layer approximately ¼ inch thick on all surfaces. A neutral colorant (typically green or brown) shall be added to the hydromulch so that it contrasts slightly with the sand, so that application thoroughness can be readily checked. The colorant shall not stain concrete or other materials that it may come in contact with, and it should be designed to fade after application.

Payment for disturbed area sealant shall be included in the **Lump Sum** unit price bid for "Mobilization/Bonds/Insurance/Dust Control", and no additional payment will be made therefore.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access [Add the following paragraphs]:

When entering or leaving roadways carrying public traffic, the CONTRACTOR'S equipment, whether empty or loaded, shall in all cases yield to public traffic. Construction access shall only be as allowed by the Engineer and as set forth in these Special Provisions and as shown on the approved Storm Water Pollution Control Plans and the approved Traffic Control Plan.

To the extent possible, access shall be maintained to all properties, businesses and residences by use of temporary ramps and/or detours. Driveway construction shall be phased to allow access during construction. Any closures shall be approved by the Engineer prior to occurrence.

The CONTRACTOR shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the CONTRACTOR or not, the CONTRACTOR shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the CONTRACTOR shall re-notify the property owners as described above. Payment for notification and coordination shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-10.1.1 Traffic Control System [Add the following section]:

A traffic control system shall consist of closing traffic lanes in accordance with the current California Department of Transportation California Manual on Traffic Control Devices, Latest Edition.

The provisions in this section will not relieve the CONTRACTOR from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

The CONTRACTOR shall submit a detailed traffic control plan (for each phase of work), to the City of Rancho Mirage 15 days prior to start of construction.

All traffic signals shall remain in operation during the entire construction period. Any temporary modification of existing traffic signals shall be approved by the ENGINEER.

The CONTRACTOR shall furnish, install and maintain temporary construction signs, delineators, barricades, and other safety devices that are clean, in good condition, and are highly reflective as required for public safety as or directed by the ENGINEER. Attention is directed to Section 7, "Responsibilities of the CONTRACTOR" of the Standard Specifications and these Special Provisions. This work shall conform to the Standard Specifications, these special provisions and the APWA "Work Area Traffic Control Handbook" (Watch Manual). This includes but is not limited to:

- A. Mobilization
- B. Furnish, install and maintain temporary signs, flashers, barricades, delineators, etc.
- C. Remove temporary facilities upon completion of the project.

The CONTRACTOR shall maintain all least one (1) travel lane in each direction at all times, unless City approvals have been obtained to deviate from this requirement. The CONTRACTOR shall provide at all times access for police, fire and paramedic services. The CONTRACTOR shall contact the City's trash collection contractor and the U.S. Postal Service to identify their delivery and pickup schedules and schedule CONTRACTOR'S work around those schedules as to not interrupt services. Any deviations from this requirement requires advanced approval by the City.

Portions of the work at or near the project intersection may cause major disruptions to the flow of traffic or cause excessive delays that may require a Riverside County Sheriff's Deputy to direct traffic at the discretion of the City Inspector. Prior to work at the intersection, the CONTRACTOR shall alert the Inspector to the upcoming work and the proposed traffic control. If a Deputy is required, the CONTRACTOR shall make arrangements with the Riverside County Sheriff's Department and pay for the services.

CONTRACTOR shall notify adjacent businesses 48 hours prior to construction that will provide limited access to their business. Access to existing businesses shall be maintained at all times outside of working hours.

CONTRACTOR shall provide access to all existing bus stop locations outside the travel way. Any deviations requirements shall be approved by Sunline Transit Agency and shall be submitted to the CITY for approval.

Each vehicle used to place, maintain, and remove components of a traffic control system shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicles in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining, and removing of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the CONTRACTOR shall immediately repair said component to its location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the CONTRACTOR so elects, said components may be stored at selected central locations, approved by the ENGINEER, within the limits of the highway right of way.

7-10.1.2 Payment

Full compensation for providing the **Traffic Control** system (including signs) shall be considered as included in the various items of work and no additional payment will be made thereof.

7-10.2 Storage of Equipment and Materials in Public Streets. [Add the following]

The CONTRACTOR may, at his/her own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the CONTRACTOR shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. The Location of site is to be approved by Agency prior to usage. Condition and operation of yard shall conform to these specifications. The CONTRACTOR shall assume full responsibility for all damage to the site resulting from his/her operations and shall repair and or replace same at his/her own expense to the satisfaction of the owner of the subject property. The CONTRACTOR shall vacate site and clean it and seal it with a "hydromulch" or fiber per Section 7-9, "Protection and Restoration of Existing Improvements" noted above and as approved by the City Engineer within five (5) working days following application for Notice of Completion. The CONTRACTOR shall obtain a written release from the property owner specifying the condition of the vacated site and releasing the CONTRACTOR from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted. Work areas and storage areas shall be included in and subject to the project Storm Water Pollution Prevention Plan (SWPPP).

Payment for the performance of any work, use or lease of property, maintenance and cleanup during occupation and following completion of all work shall be included in the compensation paid for in the various items of work, and no additional compensation will be allowed.

7-10.3 Street Closures, Detours and Barricades. [Add the following]:

The CONTRACTOR shall maintain the minimum traffic requirements designated in the General Conditions.

No street or access closure to through traffic will be allowed without the express approval of the Agency.

The CONTRACTOR shall be responsible for providing temporary access to all driveways at the end of each work day and as much as possible during the construction day.

The CONTRACTOR shall provide and maintain all other signs, barricades pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. The CONTRACTOR shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current California Department of Transportation California Manual on Traffic Control Devices, Latest Edition. Should the CONTRACTOR appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the CONTRACTOR at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the CONTRACTOR from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the CONTRACTOR so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefore.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer.

7-10.4.1 Safety Orders. [Add the following paragraph]:

The CONTRACTOR shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2 Partial and Final Payment (Replace the last paragraph with the following):

The closure date for periodic progress payments shall be five (5) working days prior to the first Monday of each month. The full five percent (5%) retention shall be deducted from all payments. The final retention shall be authorized for payment thirty-five (35) days after the date of recordation of the Notice Completion and Acceptance of the work.

In conformance with the State of California Public Contract Code Part 5, Section 22300, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract.

9-3.3 Delivered Materials (Replace with the following):

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the Engineer.

9-3.4 Mobilization (Replace with the following):

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all portable offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

Mobilization shall also include, but not be limited to, temporary power, construction water (including meter acquisition and fees), scheduling, progress reports, invoicing, permits (except as otherwise provided in these specifications), staging areas, special inspection, mobilizing equipment, personnel and materials, and all other indirect costs associated with completing the work and not covered or compensated under relevant bid items.

The compensation paid for mobilization shall be included in accordance with the Standard Specifications and paid for under the **lump sum** mobilization bid item and shall be full compensation for all costs incurred by the CONTRACTOR for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included with the first month progress payment and shall be considered full compensation for the cost of such mobilization and administered for the entire contract period. Note: Prior to any progress payments the CONTRACTOR shall submit to the Engineer for review and approval a "Schedule of Values" for Bid Item No. 1, which shall detail the costs of all items to be paid the CONTRACTOR under this bid item.

PART 3 - CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

(Add the following Section 302-3):

302-3 Rubberized Crack Sealing

Cracks to be sealed shall be 1/8" to 1" in width (including gaps around manholes, valves and vaults). Contractor shall seal only traverse, longitudinal, block, or reflective cracks. Contractor shall not seal alligator cracked areas (consisting of several broken pieces).

All cracks to be sealed shall be completely clean, dry, and free of all loose material, vegetation, and any other foreign matter which may cause the sealant not to adhere to the crack wall.

Cracks shall be cleaned using only a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all cracks with the HCL immediately before sealing. Air exiting the lance shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls. The HCL shall meet the following specifications:

- a. Compressed air capacity: 40 to 100 CFM, 75 to 150 PSI
- b. Heated air temperatures: 1,500 to 3,000 °F
- c. Exit heated air: 1,000+ sec. feet

Prior to beginning work, the Contractor shall submit documentation certifying that each HCL apparatus to be used on the project meets the above specifications. Work shall not commence until the City has reviewed and approved all HCL apparatus and issues the Contractor a "Notice-To-Proceed". After work commences and a lapse in work exceeds five (5) working days, re-certification is required and documentation shall be resubmitted to the City for review and approval.

Crack sealant material shall be Road Works 306R or CRAFCO Polyflex Type 3, or an approved equivalent. Sealant shall be prepared and applied to the pavement cracks in conformance with all manufacturers' instructions except where noted otherwise in these specifications.

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or entrapping air pockets. The sealant shall be applied to a slightly overfilled condition and then leveled by means of a drag pot or squeegee. The overband shall not exceed 1" on either side of the crack.

Cracks not cleaned or sealed in conformance with these specifications shall be rejected and all costs incurred for removal and replacement of the rejected area(s) shall be borne exclusively by the Contractor.

The Contractor shall be responsible for all expenses related to the proper and legal disposal of all refuse and debris generated or related to the work.

Payment for crack cleaning and sealing shall be included in the appropriate Lump Sum bid item of work and shall include full compensation for all labor, materials, tools, and equipment and for doing all work involved in crack sealing complete in place.

END OF SECTION

APPENDIX

List of Streets to be Crack Sealed

CRACK SEAL ARTERIAL STREETS ALPHABETICAL					
NAME	FROM	TO	DESIGNATION	LINEAL FEET	SQUARE FEET
BOB HOPE DRIVE	HIGHWAY 111	DINAH SHORE DRIVE	ARTERIAL	21,120	1,143,600
* BOB HOPE DRIVE	DINAH SHORE DRIVE	RAMON ROAD	ARTERIAL	5,360	174,485
COUNTRY CLUB DRIVE	HIGHWAY 111	MORNINGSIDE DRIVE	ARTERIAL	3,000	184,538
DINAH SHORE DR	BOB HOPE DRIVE	KEY LARGO ROAD	ARTERIAL	2,740	209,166
** DINAH SHORE DR	KEY LARGO ROAD	MONTEREY AVENUE	ARTERIAL	2,640	104,600
*** GERALD FORD DR	PLUMLEY DRIVE	DA VALL DRIVE	ARTERIAL	2,580	79,091
GERALD FORD DR	DA VALL DRIVE	BOB HOPE DRIVE	ARTERIAL	10,450	633,871
RAMON RD	DA VALL DRIVE	LOS ALAMOS ROAD	ARTERIAL	5,280	422,400
RANCHO LAS PALMAS	BOB HOPE DRIVE	HIGHWAY 111	ARTERIAL	1,400	57,326
TOTAL ARTERIAL				54,570	3,009,077

* Northbound Lanes Only

** Eastbound Lanes Only

*** Westbound Lanes Only

CRACK SEAL RESIDENTIAL STREETS ALPHABETICAL					
NAME	FROM	TO	DESIGNATION	LINEAL FEET	SQUARE FEET
BARBARA DRIVE	WEST END	RANCHO ROAD	RESIDENTIAL	1,460	62,246
BISKRA ROAD	OCOTILLO DRIVE	MAGNESIA FALLS DRIVE	RESIDENTIAL	795	28,550
BISKRA ROAD	DUNES VIEW ROAD	OCOTILLO DRIVE	RESIDENTIAL	1,170	42,037
BISKRA ROAD	INDIAN TRAIL ROAD	DUNES VIEW ROAD	RESIDENTIAL	1,010	36,381
BUTTON ROAD	SAN JACINTO DRIVE	HIGHWAY 111	RESIDENTIAL/ BUSINESS	420	16,320
CATSPAW COURT	VISTA DUNES ROAD	EAST END	RESIDENTIAL	335	15,715
DESERT DRIVE	WEST END	RANCHO ROAD	RESIDENTIAL	1,865	76,585
DESERT DRIVE	WEST END	HIGHWAY 111	RESIDENTIAL/ BUSINESS	810	31,183
DESERT SUN DRIVE	NORTH END	KAYE BALLARD LANE	RESIDENTIAL	550	16,550
DUNES VIEW ROAD	SAHARA ROAD	MIRAGE ROAD	RESIDENTIAL	775	24,584
DUNES VIEW ROAD	MIRAGE ROAD	WEST END	RESIDENTIAL	1,570	50,138
DUNES VIEW ROAD	HIGHWAY 111	SAHARA ROAD	RESIDENTIAL/ BUSINESS	580	21,063
EAST VELDT	SAHARA ROAD	MIRAGE ROAD	RESIDENTIAL	740	24,554
EAST VELDT	HIGHWAY 111	SAHARA ROAD	RESIDENTIAL/ BUSINESS	520	32,473
ESTELLITA DRIVE	INDIAN TRAIL ROAD	DUNES VIEW ROAD	RESIDENTIAL	1,000	35,133
ESTELLITA DRIVE	OCOTILLO DRIVE	MAGNESIA FALLS DRIVE	RESIDENTIAL	900	31,404
ESTELLITA DRIVE	DUNES VIEW ROAD	OCOTILLO DRIVE	RESIDENTIAL	1,350	45,070
GARDESS ROAD	DUNES VIEW ROAD	MAGNESIA FALLS DRIVE	RESIDENTIAL	1,685	58,187
GINGER ROGERS RD	WEST END	BOB HOPE DRIVE	RESIDENTIAL	1,050	95,053
GINGER ROGERS RD	BOB HOPE DRIVE	VIA JOSEFINA	RESIDENTIAL/ BUSINESS	2,070	67,503
HALCO DUNES WAY	WEST END	VISTA DUNES ROAD	RESIDENTIAL	430	12,900
HALGAR ROAD	INDIAN TRAIL ROAD	DUNES VIEW ROAD	RESIDENTIAL	1,100	37,583
HALGAR ROAD	DUNES VIEW ROAD	MAGNESIA FALLS DRIVE	RESIDENTIAL	1,820	62,348
INDIAN TRAIL ROAD	HIGHWAY 111	WEST END	RESIDENTIAL/ BUSINESS	2,560	101,743
JOSHUA ROAD	MAGNESIA FALLS DRIVE	PARKVIEW DRIVE	RESIDENTIAL	1,310	45,318
KAY BALLARD LANE	KENSINGTON DRIVE	KEENAN DRIVE	RESIDENTIAL	670	20,100
KEENAN DRIVE	KEMPTON AVENUE	KAYE BALLARD LANE	RESIDENTIAL	670	15,305
KEENAN DRIVE	KAYE BALLARD LANE	COUNTRY CLUB DRIVE	RESIDENTIAL	630	24,280
KEMPTON AVENUE	KENSINGTON DRIVE	KEENAN DRIVE	RESIDENTIAL	660	17,512
KENSINGTON DRIVE	NORTH END	KAY BALLARD LANE	RESIDENTIAL	670	16,648
KIRKWOOD COURT	NORTH END	KAY BALLARD LANE	RESIDENTIAL	490	15,264
LANDY LANE	VIA VAIL	VICTORY DRIVE	RESIDENTIAL/ BUSINESS	700	21,000
MAGNESIA FALLS DRIVE	WEST END	HIGHWAY 111	RESIDENTIAL/ BUSINESS	2,820	104,549
MIRAGE ROAD	INDIAN TRAIL ROAD	DUNES VIEW ROAD	RESIDENTIAL	1,030	35,133
MIRAGE ROAD	OCOTILLO DRIVE	MAGNESIA FALLS DRIVE	RESIDENTIAL	930	31,889
MIRAGE ROAD	DUNES VIEW ROAD	OCOTILLO DRIVE	RESIDENTIAL	1,355	46,399
MIRAGE ROAD	HIGHWAY 111	INDIAN TRAIL ROAD	RESIDENTIAL/ BUSINESS	2,160	75,306
MORNINGSIDE COURT	SAN JACINTO DRIVE	SOUTH END	RESIDENTIAL	210	4,262
OCOTILLO DRIVE	SAHARA ROAD	WEST END	RESIDENTIAL	1,835	59,302
OCOTILLO DRIVE	HIGHWAY 111	SAHARA ROAD	RESIDENTIAL/ BUSINESS	580	2,060
PALM CREST DRIVE	JOHN L. SINN ROAD	CHOLLA LANE	RESIDENTIAL	1,240	40,145
PALM HAVEN DRIVE	BOB HOPE DRIVE	EAST END	RESIDENTIAL	600	20,770
PETERSON ROAD	MIRAGE COVE DRIVE	HIGHWAY 111	RESIDENTIAL/ BUSINESS	1,840	66,706
RANCHO LAS PALMAS	SAHARA ROAD	MIRAGE ROAD	RESIDENTIAL	670	22,844
RANCHO LAS PALMAS	HIGHWAY 111	SAHARA ROAD	RESIDENTIAL/ BUSINESS	500	32,492

CRACK SEAL RESIDENTIAL STREETS ALPHABETICAL					
NAME	FROM	TO	DESIGNATION	LINEAL FEET	SQUARE FEET
RANCHO MIRAGE LANE	HIGHWAY 111	SAHARA ROAD	RESIDENTIAL/ BUSINESS	515	32,489
RANCHO MIRAGE LANE	SAHARA ROAD	SAHARA ROAD	RESIDENTIAL/ BUSINESS	1,150	35,267
RANCHO ROAD	WEST END	JOSHUA ROAD	RESIDENTIAL	1,780	63,623
RIO DEL SOL ROAD	DESERT DRIVE	SOUTH END	RESIDENTIAL/ BUSINESS	460	15,910
SAHARA ROAD	OCOTILLO ROAD	MAGNESIA FALLS DRIVE	RESIDENTIAL	1,280	64,219
SAHARA ROAD	DUNES VIEW ROAD	OCOTILLO ROAD	RESIDENTIAL	1,320	65,304
SAHARA ROAD	INDIAN TRAIL ROAD	DUNES VIEW ROAD	RESIDENTIAL	1,190	41,001
SAHARA ROAD	MIRAGE ROAD	INDIAN TRAIL ROAD	RESIDENTIAL	1,360	68,795
SAN GORGONIO ROAD	INDIAN TRAIL ROAD	DUNES VIEW ROAD	RESIDENTIAL	1,070	35,722
SAN GORGONIO ROAD	OCOTILLO DRIVE	MAGNESIA FALLS DRIVE	RESIDENTIAL	1,160	39,415
SAN GORGONIO ROAD	MIRAGE ROAD	INDIAN TRAIL ROAD	RESIDENTIAL	1,040	35,826
SAN JACINTO DRIVE	HIGHWAY 111	INDIAN TRAIL ROAD	RESIDENTIAL	2,280	79,655
SUNRISE COURT	SAN JACINTO DRIVE	SOUTH END	RESIDENTIAL	205	3,900
TANGIER ROAD	MIRAGE ROAD	OCOTILLO ROAD	RESIDENTIAL	1,020	34,628
TUNIS ROAD	OCOTILLO DRIVE	MAGNESIA FALLS DRIVE	RESIDENTIAL	970	33,921
VIA MARTA	BOB HOPE DRIVE	EAST END	RESIDENTIAL/ BUSINESS	2,090	106,919
VIA VAIL	BOB HOPE DRIVE	KEY LARGO AVENUE	RESIDENTIAL/ BUSINESS	2,640	88,468
VISTA DEL SOL	1270' N OF COUNTRY CLUB DRIVE	COUNTRY CLUB DRIVE	RESIDENTIAL/ BUSINESS	1,270	21,791
VISTA DUNES ROAD	FRANK SINATRA DRIVE	COUNTRY CLUB DRIVE	RESIDENTIAL	5,280	234,948
TOTAL RESIDENTIAL				76,215	2,844,388