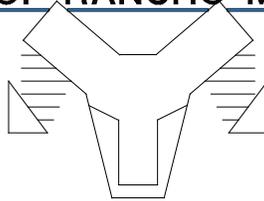


CITY OF RANCHO MIRAGE



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

RUBBERIZED EMULSION-AGGREGATE SLURRY

CENTRAL MIX TYPE II

CITY PROJECT # CP 13-299

Prepared by:

**City of Rancho Mirage
69-825 Highway 111
Rancho Mirage, CA 92270
(760) 770-3224
(760) 770-3261 Fax**

These plans and specifications are the exclusive property of the Agency and shall not be used in any manner without prior consent of the City of Rancho Mirage. Any reuse of these plans and contract specifications by any other person or agency shall be at their sole risk and without liability to the City of Rancho Mirage.

**CITY OF RANCHO MIRAGE
CALIFORNIA**

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

RUBBERIZED EMULSION AGGREGATE SLURRY

CENTRAL MIX TYPE II

CITY PROJECT # CP 13-299

Prepared Under the Supervision of:

Robert Clark
for [signature]

8/6/14

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

Date

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CITY OF RANCHO MIRAGE



**NOTICE INVITING SEALED BIDS FOR
RANCHO MIRAGE RUBBERIZED EMULSION AGGREGATE SLURRY
CENTRAL MIX TYPE II
City Project No. CP 13-299**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Rancho Mirage, hereinafter referred to as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the offices of the Public Works Director up to the hour of **2:00 P.M.** on **Tuesday**, the **9th** day of **September**, **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 installation of Agency supplied Type II Central Mix Rubberized Emulsion Aggregate Slurry (REAS), street surface preparation, public noticing, removal of pavement thermoplastic markings and pavement markers, placement of temporary reflective slurry tabs, and placement of permanent pavement striping, markers, and marking.**

To receive specifications and plans you must complete the on-line registration form. You will need to visit the City's website www.RanchoMirageCA.gov and sign up. Under Quick Links select Notice Inviting Bids/Plans & Specs ► Plans and Specifications ► Rubberized Emulsion-Aggregate Slurry Central Mix Type II, CP 13-299. 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 Agency hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this Notice and will not 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 Agency 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 Agency 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 RUBBERIZED EMULSION AGGREGATE SLURRY ON VARIOUS AGENCY STREETS – CP 13-299 – DO NOT OPEN WITH REGULAR MAIL."**

Agency staff will **not** be available to respond to questions on the day of bid opening. The Agency 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 Class A, C-12 or C-32 specialty contractor's license and/or any combination of Class "C" specialty contractor's license(s) sufficient to perform the work.

BY ORDER OF the CITY COUNCIL of the CITY OF RANCHO MIRAGE.

Dated this 6th day of August, 2014

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

SECTION 00100 INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY 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 AGENCY 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 AGENCY. 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 AGENCY 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 AGENCY'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 RUBBERIZED EMULSION-AGGREGATE SLURRY ON VARIOUS AGENCY STREETS - CP 13-299, - 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 AGENCY'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 AGENCY 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 bid, 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 AGENCY.

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 AGENCY 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 AGENCY. At the time of contract award, the successful bidder shall hold a Class A, C-12 or C-32 Specialty Contractors License and/or a combination of Class C license(s), as required to perform the work issued by the State of California. Additionally, the AGENCY 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 AGENCY. 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 AGENCY 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 AGENCY 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.

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 AGENCY will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth 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 AGENCY on the contract.

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

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 apprenticeable occupations and subcontractors.

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 Compensation Insurance Certificate which is included with the Contract, and submit same to AGENCY 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 AGENCY to supply goods, services or materials, the CONTRACTOR or Subcontractor offers and agrees to assign to the AGENCY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY, pursuant to the construction contract. Said securities shall be solely for this project. When the CONTRACTOR deposits the AGENCY-approved securities with the escrow agent, the escrow agent shall notify the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY Attorney's office.

**SECTION 00310
BID PROPOSAL**

BIDDER'S NAME _____

TO CITY OF RANCHO MIRAGE:

In accordance with AGENCY'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 therefor, 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 AGENCY 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 AGENCY 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 which 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 AGENCY 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, FAX, PHONE:

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.

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 AGENCY, in the penal sum of _____ dollars (\$_____), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY 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 AGENCY 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 AGENCY.

WITNESS our hands this _____ day of _____, 2014.

(seal)

CONTRACTOR (CORPORATION)-TYPE

By: _____
President

By: _____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

BID BOND - page 2

(seal)

SURETY'S NAME-TYPE

Mailing Address

By: _____
Name

Title

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED

NONCOLLUSION 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: _____

SIGNATURE MUST BE NOTARIZED

BID PROPOSAL SHEETS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	Mobilization, Demobilization, Bonds & Insurance	LS	LS	\$ _____
2.	Noticing, Street Cleaning, Protection of Concrete Collars, Placement of Temporary Reflective Tabs	LS	LS	\$ _____
3.	Removal of Thermoplastic Markings and Raised Pavement Markers	LS	LS	\$ _____
4.	Placement of Agency Supplied Type II Central Mix REAS	5,536,265 SF	\$ _____ PER/SF	\$ _____
5.	Traffic Control	LS	LS	\$ _____
6.	Permanent Traffic Striping, Markers and Markings (Per Caltrans Stds.)	LS	LS	\$ _____
7.	City Encroachment Permit	LS	\$38,000	\$38,000 _____

TOTAL BID AMOUNT (ITEMS 1-7) \$ _____

BID AMOUNT IN WORDS: _____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work. The accuracy of the figures is not guaranteed and the bidder shall make their own estimates from the drawings. In the 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 to determine the final pay amount.

By signing below the bidder acknowledges its 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.

Bidder's Name

Telephone Number

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:
- Installation of CITY supplied Type II Central Mix Rubberized Emulsion Aggregate Slurry (REAS), street surface preparation, public noticing, removal of pavement thermoplastic markings and pavement markers, placement of temporary reflective slurry tabs, and placement of permanent pavement striping, markers, and marking.
- B. CITY-approved plans and specifications for the construction of the work, which are incorporated herein by reference and prepared by:

See attachments to specifications

- 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, Proposal Documents, General Provisions, Special Provisions, Plans and Specifications, and all referenced specifications, details, standard drawings and appendices, together with this Agreement and 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.
- D. This Agreement is funded by the State of California such that it is subject to the prevailing wage laws under Sections 1770 to 1781 of the Labor Code and other applicable prevailing wage laws.
1. **COMPENSATION:** For and in consideration of the payments to be made and 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 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 CITY and shall be completed within sixty (60) 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 Agreement.

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 general liability and commercial vehicle 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 of not less than that specified in Schedule A.

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

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 effecting 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 therefor; (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 Principal'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 ensure that the prevailing wage rates of concern are current and paid to each employee. CONTRACTOR shall forfeit as penalty to the CITY, up to two hundred dollars (\$200.00) for each laborer, workman or mechanic 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
Iris M. Smotrich

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 (60 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 and \$2,000,000 in the 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: Randy 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 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.

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 referenced 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</u> In Thousands (000)	<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 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 coverage specified on pages 2 and 3 is 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, 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 COMPLETION OF STANDARD AGREEMENT
FOR PUBLIC WORKS CONSTRUCTION**

To induce the CITY OF RANCHO MIRAGE ("CITY") to accept all the work under the above dated Standard Agreement for Public Works Construction between CITY and CONTRACTOR, CONTRACTOR represents and certifies to CITY as follows:

- 1 All the work described in said agreement has been fully and completely performed in strict conformity with the agreement; and,
- 2. Except for final payments due CONTRACTOR or subcontractors which are contingent upon CITY'S acceptance, all transportation, equipment, labor, service, permits, utilities, and all other items used in completing the work have been fully paid for.

CONTRACTOR: _____

 (Name) (Phase of Work)

 (Date) (Authorized Representative) (Title)

CONTRACTOR: _____

 (Name) (Phase of Work)

 (Date) (Authorized Representative) (Title)

CONTRACTOR: _____

 (Name) (Phase of Work)

 (Date) (Authorized Representative) (Title)

CONTRACTOR: _____

 (Name) (Phase of Work)

 (Date) (Authorized Representative) (Title)

CONTRACTOR: _____

 (Name) (Phase of Work)

 (Date) (Authorized Representative) (Title)

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
INDEX OF GENERAL PROVISIONS

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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 subject project.

The general items of work to be done hereunder consist of application of AGENCY supplied Rubberized Emulsion Aggregate Slurry (Central Mix Type II) on public streets, removal of all thermoplastic and markers, placement of reflective tabs prior to slurry, traffic control, striping, thermoplastic markings, markers and all other appurtenant related work necessary to complete the work in accordance with the specifications.

2. LOCATION OF WORK

The general location of the work is identified in attachment 1 and located within the incorporated AGENCY limits. Reference attachment 1 for list of streets.

3. TIME OF COMPLETION

The CONTRACTOR shall complete the work in every detail within 60 calendar days after the date of the Notice to Proceed.

4. TRAFFIC REQUIREMENTS

A minimum of one (1) travel lane in each direction shall be maintained on all streets within the work area as directed by the Engineer.

5. CORRELATION AND INTENT OF DOCUMENTS

The Standard Specifications for Public Works Construction (Green Book; 2012 Edition with Supplements), 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.

Project plans shall govern over Standard Plans; Standard Plans and project plans shall govern over the Standard Specifications; the special provisions shall govern over both the Standard Specifications and the plans.

6. DETAIL DRAWINGS AND INSTRUCTIONS

The ENGINEER will furnish to the CONTRACTOR, with reasonable promptness, such further detail explanations, instructions and Drawings as may be necessary 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 work. The CONTRACTOR shall conform to same consistent with 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.

The execution of the work specifically detailed or explained without a written Change Order signed by the AGENCY 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/MATERIAL SUBMITTALS

A. The CONTRACTOR shall submit for the approval of the ENGINEER submittals of materials to be used, shop and setting drawings required by the Specifications or that may be requested by the Engineer, and no work shall be fabricated and/or installed by the CONTRACTOR, except at his own risk, until such approval has been given.

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

C. The Drawings and material submittals 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, material submittals and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

If the drawings or a material submittal 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 or a material submittal 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 drawings and material submittals 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 copy of the Drawings and Specifications, including all authorized Change Orders, in good condition, which shall always be available to the AGENCY, Engineer, and their representatives.

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

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 suitable 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 AGENCY, the CONTRACTOR shall promptly replace and re-execute his work in accordance with the Contract and work without expense to the AGENCY 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 AGENCY 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

Materials and equipment, including specially designated makes, must be furnished as specified except when equals are approved by the AGENCY. Equals will not be accepted unless the CONTRACTOR requests and receives permission in writing from the AGENCY to make specific substitutions. Requests shall be made within sufficient time to allow the AGENCY to investigate the merits of the proposed substitutes, and the CONTRACTOR shall present complete details with specific explanations of the characteristics of those details which differ from the 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 AGENCY, shall obtain and pay, only where legally required, for all licenses and permits, inspections and inspection certificates, required to be obtained of or make 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

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

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 AGENCY will furnish surveys necessary to properly locate the improvements and establish the locations thereof with general reference points as well, in the AGENCY'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 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 charges in locations without the written approval of the AGENCY. Any bench marks or monuments which are lost or destroyed shall be replaced by the CONTRACTOR subsequent to proper notification of the AGENCY and with his approval.

17. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard the AGENCY'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 and concrete slope protection 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 hurt 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 the 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 AGENCY and shall be guided by the directions and advice of the AGENCY, 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 AGENCY as soon as it may become practicable to obtain the same.

20. ACCESS TO THE WORK

The ENGINEER, the AGENCY, 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 AGENCY may employ an Inspector, who will act as a direct representative of the AGENCY 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 or 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 AGENCY. 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 AGENCY 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 AGENCY 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 AGENCY, 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 AGENCY. 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 AGENCY, 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 AGENCY involve extra cost above the Contract price he shall immediately give the AGENCY 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.

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 Contract or his subcontractors, at any tier level, or suppliers.

Delays in completion of the Work of other Contractors employed by the AGENCY will be considered unavoidable delays insofar as they interfere with the CONTRACTOR'S completion of the current critical activity 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 shortage of materials 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.

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 AGENCY 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 AGENCY 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 in 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:
- Invoices for all field office equipment.
 - Actual salary for field office staff.
 - 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. AGENCY'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 through the action of the AGENCY, the ENGINEER, or other authorized official agencies, the AGENCY, after giving ten (10) 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. AGENCY'S RIGHT TO TERMINATE THE CONTRACT

If the CONTRACTOR should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, 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 AGENCY, or otherwise be guilty of a substantial violation of any provision of the Contract, then the AGENCY, 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 AGENCY, (2) the ENGINEER capriciously or arbitrarily fails to issue any certificate for payment within ten (10) days after it is due, or (3) the AGENCY fails to pay to the CONTRACTOR, within sixty (60) days after presentation of the ENGINEER'S certificate to the AGENCY, any sum certified by the ENGINEER, then the CONTRACTOR may upon ten (10) days written notice to the AGENCY and the ENGINEER stop work or terminate the Contract, and the AGENCY 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 for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY, on account of any loss so sustained, the AGENCY shall notify the CONTRACTOR, who shall indemnify and save harmless the AGENCY against any expenses and judgment arising therefrom.

34. SEPARATE CONTRACTS

The AGENCY 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 AGENCY, utilize the services of subcontractors on those parts of the work which are specified to be performed by subcontractors.

B. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any subcontractor and the AGENCY. 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 AGENCY 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 AGENCY 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 Provisions and other Contract Documents insofar as applicable to the work of subcontractors.

G. The AGENCY 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 CONTRACTOR'S 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 during the week. All storage and field yard areas shall be approved by the ENGINEER. The CONTRACTOR shall not permit any load or stress to be placed upon any part of the permanent work or existing work which 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, nor 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 AGENCY 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 AGENCY for extra engineering services required in the enforcement of CONTRACTOR'S guarantee after acceptance of the work shall be paid to the AGENCY by the CONTRACTOR or his Surety.

38. OCCUPANCY BY THE AGENCY

The AGENCY has the right to occupy the existing Improvements and to use the Improvements prior 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 AGENCY and/or the ENGINEER.

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 use by 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 ensure 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 effecting the AGENCY, or the property, funds, operations or powers of the AGENCY, and such provisions are by this reference made a part hereof and of the Contract.

44. WAGES AND HOURS

The AGENCY 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 nor the subcontractor who employs, 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 AGENCY 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 CONTRACTOR shall keep the record open at all reasonable hours for inspection by the AGENCY 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 OR "EQUALS"

The provisions of this paragraph control over the provisions of paragraph 10 of these General Provisions.

Whenever any material, product, item or services is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" (except where the product is designated to match others in use on a particular public improvement; either completed or in the course of completion).

As a part of his/her Bid Proposal any bidder may include a request for a substitution of an item "equal" to any so specified by brand or trade name. Within ten (10) calendar days after award of the Contract, the CONTRACTOR may submit to the ENGINEER data substantiating such a request made in his Bid Proposal; otherwise the request shall be deemed to have been withdrawn. Such submission shall include data showing the equality, his reasons for making the request, and the difference, if any, in cost to the CONTRACTOR. The ENGINEER shall promptly investigate the request and make a recommendation to the AGENCY. The AGENCY shall promptly determine whether or not the substitute is equal in every respect to the items specified, shall grant or deny the request accordingly, and shall notify the ENGINEER, who shall inform the CONTRACTOR in writing. Unless the request is granted by the governing board of the AGENCY, the substitution shall not be permitted. Nothing herein shall authorize any change in the Contract price nor prevent the use of Change Orders in the manner authorized by law for the project.

46. NOTICE OF COMPLETION

The CONTRACTOR shall promptly notify the ENGINEER when construction is complete, to enable the ENGINEER to make his final inspection and inform the AGENCY within ten (10) days after the completion of construction in accordance with the Contract, and not otherwise, the AGENCY shall cause a Notice of Completion to be recorded in the office of the County Recorder.

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 AGENCY at the start of the construction and shall provide updates regularly as necessary.

49. PRECONSTRUCTION CONFERENCE

A preconstruction conference shall be called by the AGENCY 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 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.

END OF SECTION

SECTION 00800 SPECIAL PROVISIONS

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1.0 STANDARD SPECIFICATIONS

The “**Standard Specifications**” of the AGENCY are contained in the 2012 edition of the Standard Specifications for Public Works Construction, including all supplements, popularly known as the **Green Book**, 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 the Standard Specifications are available at the following addresses of the publisher:

Bookstore - BNI Publications
900 Park Center Dr., Suite E
Vista, CA 92081-8352

Website Order - <http://www.bnibooks.com/shopdisplayproducts.asp?id=6&cat=Public+Works>

The Standard Specifications shall prevail in all cases except where a Contract Document of a higher order, provides a difference 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 says said provision is in lieu that Standard Specification section.

Reference in the Special Provisions to “CALTRANS STANDARD SPECIFICATIONS OR STANDARD PLANS” shall mean the July 2010 editions.

Reference to the Standard Plans of the AGENCY can be obtained from the AGENCY’S Engineering Department or at http://www.ranchoirageca.gov/departments/public_works/index.php.

Where the Plans and 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.

1-2 DEFINITIONS**AGENCY OR OWNER**

Authorized representative of the City of Rancho Mirage

BOARD

City of Rancho Mirage City Council

CALTRANS

California Department of Transportation

COUNTY

County of Riverside

FEDERAL

United States of America

STATE

State of California

STANDARD SPECIFICATIONS

“Greenbook” Standard Specifications for Public Works Construction – 2012 Edition

ENGINEER

Authorized representative of the AGENCY

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

Public Liability and Property Damage 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.

2-4 CONTRACT BONDS (Add the following)

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 fifteen (15) 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 ten (10) 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 furnished must be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the Contractor.

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 ten (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 profits.

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.

- (c) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. **A markup of 5 percent** of the subcontracted portion of the extra work may be added by the CONTRACTOR.

SECTION 5 – UTILITIES (Add the following):

5.1 LOCATION

The CONTRACTOR shall notify the utilities designated in the General Specifications 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. Record on record drawings all existing utility termination points before disconnecting.

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 811**. CONTRACTOR shall provide the AGENCY with proof of contact with USA upon request.

1. Southern California Gas Company
USA Member Utility, Phone 1-800-227-2600
Protection of existing facilities by CONTRACTOR
2. Southern California Edison Company
Local Telephone 760-202-4227/4254
USA Member Utility, Phone 1-800-227-2600
Protection of existing facilities by CONTRACTOR
3. Verizon Telephone Company
USA Member Utility, 1-800-227-2600
Protection of existing facilities by CONTRACTOR.
4. Coachella Valley Water District (Flood Control)
USA Member Utility, Phone 1-800-227-2600
Protection of existing facilities by CONTRACTOR
5. Time Warner Cable
Local Telephone 760-340-2225
USA Member Utility, 1-800-227-2600
Protection of existing facilities by CONTRACTOR
6. City of Rancho Mirage, Public Works Department
USA Member, Phone 1-800-227-2600
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 protection period, 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 compensation as will be allowed.

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 ten (10) 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 the General Conditions.

6-7.2 Working Day (Replace with the following):

The CONTRACTOR'S activities shall be confined to the hours between 7:00 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, inspection service fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.

6-9 LIQUIDATED DAMAGES

(Replace last sentence 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 \$1,000.00.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.2 Laws (Add the following):

The CONTRACTOR, and all subcontractors, suppliers and vendors, shall comply with all City, 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 (AGENCY), 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."

The CONTRACTOR shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts:

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

Vehicle Liability

Combined Single Limit 1,000,000 each accident, 2,000,000 in the aggregate

Workers Compensation Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the AGENCY shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the AGENCY, its Council, and/or all Council appointed groups, committees, boards and other Council appointed body, and/or elective and appointive officers, agents, servants or employees of the AGENCY when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the AGENCY."

The CONTRACTOR agrees to protect, defend and indemnify AGENCY, against loss, damage or expense by reason of any suit, claim, demand, judgments and causes of action caused by the CONTRACTOR, his/her employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The CONTRACTOR, at his/her option, may include such coverage under his/her Public Liability coverage.

7-3.2 Contractor's Liability

The City of Rancho Mirage, its City Council, or the 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 his agents, and so much of the money due the CONTRACTOR under and by virtue of the contract as shall be considered necessary by the AGENCY may be retained by the AGENCY 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 AGENCY permits and make arrangements for AGENCY inspections. The CONTRACTOR and all subcontractors shall each obtain any and all other permits, State licenses, AGENCY Business licenses, inspections, certificates, or authorizations required by any governing body or public utility. **The fee for an AGENCY encroachment permit for this project will be \$38,000 and shall be paid by the Contractor prior to start of work.**

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control

The CONTRACTOR shall keep adjacent properties clean and free from rubbish and debris in a timely manner as necessary and as directed by the ENGINEER.

7-8.7 Drainage Control

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.

The CONTRACTOR shall provide and maintain at all times during construction ample means and devices to properly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against wall for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will ensure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the ENGINEER.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access (Add the following paragraph):

When entering or leaving roadways carrying public traffic, the CONTRACTOR'S equipment, whether empty or loaded, shall in all cases yield to public traffic.

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 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.

Traffic Requirements

A minimum of one (1) travel lane in each direction shall be maintained at all times on all roadways. The CONTRACTOR shall develop a traffic detouring plan for each phase of the work. Delineation shall be in accordance with the current APWA Work Area Traffic Control Handbook (WATCH). The CONTRACTOR shall submit a detailed construction detour plan consistent with the traffic detour exhibits for AGENCY review and approval for each stage of construction prior to start of construction.

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. Location of site to be approved by AGENCY. 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 return it to pre-project condition within five (5) working days following application for Notice of Completion. The CONTRACTOR shall obtain a written release from the property owner 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.

7-10.3 Street Closures, Detours and Barricades. (Add the following):

The CONTRACTOR shall maintain the minimum traffic requirements designated in the General Conditions and these Special Provisions.

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

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 APWA Work Area Traffic Control Handbook (WATCH). 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 AGENCY right-of-way.

The CONTRACTOR shall distribute the following notice to all affected residents at the stated minimum time prior to the start of work:

Road Closure / Restricted Access – 48 Hours

CONTRACTOR shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access:

1. Fire Department (760) 346-6234
2. Police Department (760) 836-1600
3. Schools and School Bus Organizations (PSUSD) (760) 416-6000
4. Trash Collectors (Burrtec) (760) 340-2113

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 therefor.

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.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 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 final progress payment shall not be released until the CONTRACTOR returns the control set of plans and specifications showing the record conditions.

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 of Acceptance.

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 AGENCY 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 offices, buildings and other facilities necessary for the work on this project; AGENCY construction permit fee, 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.

The compensation paid for mobilization shall be included in accordance with Section 9-3.4 of the Standard Specifications paid for under the 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.

PART 2 - CONSTRUCTION MATERIALS

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6.1 **General.** [Add the following]:

Paint for traffic striping and marking shall conform to Caltrans Specification 84-3.

Materials - Materials shall conform to the provisions in Section 84- “Materials,” of the State Standard Specifications and these Special Provisions and contained on the list of “pre-qualified and tests signing and delineation materials”.

Painted striping shall have a minimum of two coats.

Paint and glass beads shall conform to the following State Specifications:

Paint	State Specifications No.
Rapid Dry water borne white, Yellow and black	PTWB-01R2
Glass beads	FEDERAL SPECIFICATIONS TT-P-1952E

210-1.6.2 **Thermoplastic Paint, State Specifications.** [Add the following]:

Thermoplastic materials shall conform to the provisions in Section 84-2.02 “Materials” of the State Standard Specifications and these Special Provisions and as contained on the list of “pre-qualified and tests signing and delineation materials.”

210-1.6.2.1 **Scope.** [Add the following section]:

This specification covers a reflectorized pavement striping material of the type that is applied to the road surface in a molten state by **“SCREENED/EXTRUSION”** means with a surface application of glass beads at a specified rate. Upon cooling to normal pavement temperature, the material produces an adherent reflectorized stripe of specified thickness and width, capable of resisting deformation by traffic.

210-1.6.2.2 **Materials.** [Add the following section]:

The Thermoplastic material shall be available in white, yellow and black.

The thermoplastic material shall be homogeneously composed of pigment, fillers, resins and glass reflectorizing spheres. The vendor shall have the option of formulating the material according to his own specifications. However, the solid resin shall be “maleic-modified glycerol ester resin” (alkyd binder). The physical and chemical properties, as specified below, shall apply regardless of the type of formulation.

Glass beads shall be uncoated and conform to AASHTO M247-81 Type 1.

The thermoplastic material shall not deteriorate on contact with sodium chloride, calcium chloride or other de-icing chemicals or because of oil content of paving materials or oil droppings.

210-1.6.2.3 Requirements of the Thermoplastic Mixture. [Add the following section]:

The Specific Gravity of the white and yellow thermoplastic traffic line material shall not exceed 2.15.

The pigment, beads and fillers shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt and foreign objects and shall comply with the requirements according to the table below.

COMPOSITION (Percent by Weight)

COMPONENT	WHITE	YELLOW	BLACK
Binder – See Note (b)	18.0 min.	18.0 min.	18.0 min.
Glass Beads	30-40 min.	30-40 min.	0.0 max.
Titanium Dioxide	10.0 min.	-----	0.0 max.
Calcium Carbonate & Inert Fillers	42.0 max.	50.0 max.	52.0 max.
Yellow and Black Pigments	-----	See Note (a)	See Note (a)

Note (a) Amount of yellow and black pigment, calcium carbonate and inert fillers shall be at the option of the manufacturer, providing that all other requirements of this specification are met.

Note (b) Alkyd binder shall consist of a mixture of synthetic resins, at least once of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be solid aleic-modified glycerol ester resin and shall be no less than 8 percent by weight of the entire material formulation. The binder shall not contain petroleum based hydrocarbon resins.

The color of the thermoplastic material, after heating for four hours + five minutes at 425 + 3 (218 + C) underagitation, shall meet with the following requirements:

White: Daylight reflectance at 45 degrees – 0 degrees – 75% minimum.

Yellow: Daylight reflectance at 45 degrees – 0 degrees – 45% minimum.
(For highway use, the yellow color shall reasonably match Color Chip Number 13538 of the Federal Standard Number 595 – Test performed at 77F)

Set Time. When applied at a temperature range of 412.5 + 12.5F (211 + 7C) and thickness of 0.060 to 0.125 inch (1.524 to 4.736 mm), the material shall set to bear traffic in not more than 2 minutes.

SECTION 214 - PAVEMENT MARKERS

214-1 General [Add the following]:

Raised pavement markers shall conform to the provisions in Section 82, “Markers and Delineators,” of the State Standard Specifications and these special provisions.

All reflective raised pavement markers shall be Apex Universal Inc., Model 921AR (**No Equal**).

Raised Reflective Pavement Markers at fire hydrants shall be Type-I two-way blue reflective markers conforming to the requirements to section 214-5 of the Standard Specifications.

Raised Reflective Pavement Markers shall be installed with Henry HE184 Flexible Dot Stick Adhesive.

214-5 Raised Pavement Markers

214-5.1 Materials. [Add the following section]:

The description, type of markers, sampling, tolerances, packaging, and storage of non-reflective and reflective pavement markers shall be as specified in CALTRANS Specification Section 85 "Pavement Markers.

214-5.2 Measurement and Payment. [Add the following section]:

Payment for the installation of pavement markers will be paid for at the contract **lump sum** price bid for Traffic Striping, Markings, and Markers. The price bid shall be considered to include full payment for all materials, labor, equipment and incidentals required to construct the improvements in accordance with the Plans and Specifications, and no additional compensation will be made therefore.

PART 3 - CONSTRUCTION METHODS**Section 310 –PAINTING****310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings****310-5.6.1 GENERAL** (Add the following):

Traffic signs, stripes, legends, and raised pavement markers shall conform to the California Department of Transportation Traffic Sign Specifications, Traffic Manual, Maintenance Manual, Standard Plans and Standard Specifications (2010). **Pavement legends shall conform to Caltrans 2010 stencils.**

Traffic striping shall conform to Sections 210 and 310 or as modified by these Special Provisions. Traffic control shall be as per APWA "W.A.T.C.H." Handbook. Within 24 hours of any surface slurry placement, the CONTRACTOR shall perform striping preline including legends, arrows, crosswalks and long line striping for AGENCY inspection and apply the first coat of paint. The second coat of paint and all thermoplastic markings shall be applied no sooner than fourteen (14) days after the first coat has been applied. The raised pavement markers shall be placed at the same time as the second coat.

Raised pavement markers shall conform to the California Department of Transportation, Standard Specifications, Section 85 and shall be abrasive resistant Apex Model 921AR (No Equal).

All lines 8" and greater in width shall be thermoplastic. All legends, crosswalks, limit lines, and shapes shall consist of Alkyd Resin Thermoplastic. Crosswalk lines, stop limit lines, and chevrons are considered as pavement markings.

All thermoplastic markings shall be reflectorized.

310-5.6.7 Layout, Alignment, and Spotting (Add the following):

Layout - The **CONTRACTOR** shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof, to the satisfaction of the **ENGINEER**.

The **CONTRACTOR** shall perform all layout, alignment, and spotting for traffic stripes and markings. Traffic striping shall not vary by more than ½ inch in 50 feet from the alignment shown on the plans. The dimensional details of the stripes and markings shall conform to the provisions set forth in the Traffic Manual and Maintenance Manual, available from **CALTRANS**.

Spotting with cat tracks or dribble lines shall be performed prior to the removal of conflicting stripes. Cat tracks shall consist of spots of paint not more than 3 inches in width and not more than 5 feet apart along the alignment of the stripe. Paint for the cat tracks shall be the same color as that for the intended stripe.

Spotting - Spotting by use of temporary reflective tabs, shall be completed prior to the removal or covering by slurry of any existing stripes or markings. Only existing thermoplastic stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Inventory – The Contractor shall supply the ENGINEER with a copy of a complete inventory, by street, of existing striping and markings prior to installation of any slurry. For each stripe and marking, the inventory shall include sufficient definition about the type of stripe and marking, and dimensions for control points to allow for accurate reestablishment. In addition to providing an inventory of striping, the CONTRACTOR shall install temporary reflective tabs as specified by the ENGINEER. The temporary reflective tabs will act as not only traffic control delineation but will help in establishing the layout and alignment of the new striping and markings.

NO STRIPING SHALL BE INSTALLED UNTIL THE LAYOUT AND SPOTTING HAVE BEEN SPECIFICALLY APPROVED BY THE AGENCY’S ENGINEER.

Paint and glass beads shall conform to the following State Specifications:

Placement of markers using shall conform to the requirements for placing markers in said Section 85-1.06 of the Standard Specifications, except as follows:

Markers shall not be placed when the pavement or air temperature is 50° F or less.

310-5.6.8 Application of Paint [Add the following]:

A primer sealer, recommended by the manufacturer of the thermoplastic material, shall be applied prior to the installation of the thermoplastic material on Portland Cement Concrete surfaces, and on other types of pavement if recommended by the thermoplastic material manufacturer. The primer shall be void of solvent and water prior to the installation of the thermoplastic material.

For optimum adhesion, the thermoplastic material shall be installed in a melted state at a temperature between 400-440F (204-226C) on a clean, dry, and solvent-free surface.

Longitudinal lines shall be offset at least 2 inches (5 cm) from the construction joint(s) of Portland Cement concrete pavements and joint(s) and shoulder breaks of bituminous concrete pavements.

Thermoplastic pavement marking materials shall not be applied by the extrusion method when pavement temperatures are below 50F (10C), or by the spray method when the pavement temperatures are below 55F (13C), or when the surface of the pavement shall evidence moisture. If thermoplastic material is not dispensed by a screen/extrusion device or a spray device, the material shall not be applied when the pavement or air temperature is below 65F (18C).

NOTE: Opening 6 inches (15 cm) in length may be provided at 20 foot (6 cm) intervals in edgelines placed on the inside of super elevated curves to prevent ponding of water on the pavement surface.

Thickness measurement shall be accomplished by placing black tapes, film, or metal plates of known and uniform thickness in the area to be striped. Once the striper has passed over, the sample is removed by making sharp cuts with a knife, and measurements of the stripe plus film are made with a micrometer or vernier calipers with a property correction for the film base. For longitudinal lines, these thickness checks shall be made every 1.3 mile or more frequently, at the judgment of the Engineer. For symbols and intersection markings, the frequency of checking shall be at the option of the Engineer. These thicknesses shall be considered as the average of 2 or more measurements made in a 3 foot distance.

310-5.6.8.1.1 Observation Period [Add the following Section]:

Prior to consideration of final acceptance of all work completed under these sections and as shown on the plans, there shall be a 90-day observation period, beginning upon the satisfactory completion of all work required by the intermediate completion date to be determined by the City Engineer for substantial completion of the work.

During the 90-day observation period, the thermoplastic pavement marking material furnished and installed shall be warranted against failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil diesel fuel, or gasoline drippings, chipping, spalling, poor adhesion to the pavement materials, loss of reflectivity, vehicular damage and wear.

The CONTRACTOR, at no expense to the City, shall replace any pavement markings that will not perform satisfactorily under traffic during the 90-day observation period due to defective materials and/or application. (Failure to comply with any portion of this specification shall be considered as unsatisfactory performance of the thermoplastic pavement marking material.

Marking replacement shall be performed in accordance with the requirements specified herein for the initial application, including but not limited to, surface cleaning, pavement marking removal, seasonal and weather limitations, etc.

310-5.6.8.1.2 Warranty [Add the following section]:

The thermoplastic pavement marking materials furnished and installed by the CONTRACTOR under this specification shall be guaranteed by the CONTRACTOR against failure due to poor adhesion resulting from defective materials or methods of application.

For non-defective pavement surfaces carrying volumes less than 50,000 vehicles per day, the CONTRACTOR shall guarantee to replace or renew, without cost to the City, that part of the pavement markings installed which have not remained to perform useful service as follows:

- Stop**
- a) **Crosswalks, stop lines and legends** – 75% of the total any one intersection for one year.
 - b) **Lane lines, edgelines and centerlines** – 90% of a unit for two years and 80% of a unit for four years. [A “unit” is defined as any length of highway having installed thereon 2,000 lineal feet (610 meters) of line of specified width in any combination or pattern.]

The replacement material installed under this guarantee shall be guaranteed the same as the original material, from the date of the original installation.

310-5.6.10 Measurement and Payment

Payment for pavement markers shall be included in the **lump sum** bid for Traffic Striping, Markings, and Markers and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including establishing alignment for layout work as shown on the plans and as required in the Specifications.

Payment for Traffic Stripes and Pavement Markings shall be considered as included in the **lump sum** bid for Traffic Striping, Markings, and Markers and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the Specifications.

SECTION 302 – ROADWAY SURFACING**302-4.7.1 General** (Replace with the Following):

Central Mix Rubberized Emulsion Aggregate Slurry (REAS) will be supplied to the CONTRACTOR, at no cost to the CONTRACTOR, by the AGENCY as a Central Plant Mix Type II in conformance with Section 203-5.5.3 of the 2012 Green Book. In addition, the AGENCY will supply agitated storage tankers and transfer pumper (with operator) to fill the CONTRACTOR'S slurry trucks throughout the duration of the REAS application portion of the contract. Enough Central Plant Mix Type II REAS will be made available to the CONTRACTOR for up to 220,000 square feet of application per day.

302-4.7.6.2 Central Mixing Plant. (replace with the following):

The application of REAS shall conform to TABLE 1 Below.

TABLE 1
CENTRAL PLANT MIX APPLICATION RATES (Add the Following)

Aggregate Type	Application Rate ft ² /gallon of Central Mix
Type II REAS Central Mix	12-13

302-4.8 Spreading and Application (Add the Following):

REAS shall not be applied when the atmospheric temperature is less than 10 C (50 F) or over 39 C (100 F).

302-4.9.1 Field Sampling. Field sampling shall conform to TABLE 302-4.9.1 (A).

600-3.6 Public Convenience and Traffic Control. Public convenience and traffic control shall conform to 302-4.4.

302-4.10 and 302-4.11 Measurement and Payment. (Replace with the following):

The REAS shall be paid on the square feet of Central Mix REAS placed. Measurement of REAS shall be by the square foot computed by field measurements. The CONTRACTOR shall present to the AGENCY for review and approval field measurement calculations for determining the s.f. of REAS placed.

The estimated quantities shown on the Bid Proposal sheet are based on an average application a rate of 12 sf/gal. for Type II Central Mix REAS. CONTRACTOR shall continually measure application rates during construction and provide results to AGENCY'S Inspector.

ATTACHMENT 1

CRACK SEAL ARTERIAL STREETS ALPHABETICAL

NAME	FROM	TO	DESIGNATION	LINEAL FEET	SQUARE FEET
BOB HOPE DRIVE	HIGHWAY 111	DINAH SHORE DRIVE	ARTERIAL	21,120	1,073,600
* 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	597,871
RAMON RD	DA VALL DRIVE	LOS ALAMOS ROAD	ARTERIAL	5,280	211,200
RANCHO LAS PALMAS	BOB HOPE DRIVE	HIGHWAY 111	ARTERIAL	<u>1,400</u>	<u>57,326</u>
TOTAL ARTERIAL				54,570	2,691,877

* 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

CRACK SEAL RESIDENTIAL STREETS ALPHABETICAL (CONTINUED)

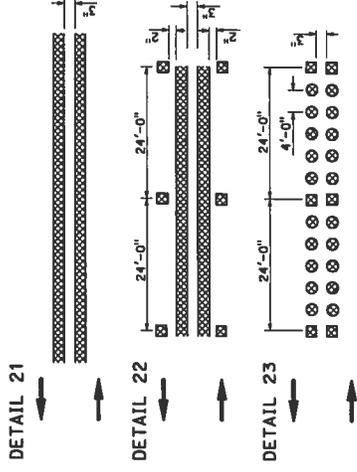
NAME	FROM	TO	DESIGNATION	LINEAL FEET	SQUARE FEET
MAGNESIA FALLS DRIVE	WEST END	HIGHWAY 111	RESIDENTIAL/ BUSINESS	2,820	104,549
MIRAGE ROAD	INDIAN TRAIL ROAD	DUNES VIEW ROAD	RESIDENTIAL	1,030	35,133
MIRAGE ROAD	OCOTILLO DRIVE	MAGNESIA FALLS DRIVE	RESIDENTIAL	930	31,889
MIRAGE ROAD	DUNES VIEW ROAD	OCOTILLO 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
RANCHO MIRAGE LANE	HIGHWAY 111	SAHARA ROAD	BUSINESS	515	32,489
RANCHO MIRAGE LANE	SAHARA ROAD	SAHARA ROAD	BUSINESS	1,150	35,267
RANCHO ROAD	WEST END	JOSHUA ROAD	RESIDENTIAL	1,780	63,623
RIO DEL SOL ROAD	DESERT DRIVE	SOUTH END	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

ATTACHMENT 2

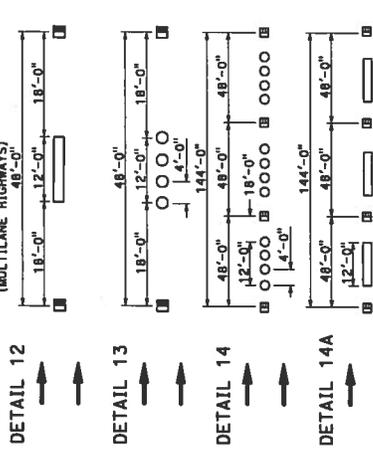
ATTACHMENT 3

DIST COUNTY ROUTE POST MILES SHEET NO. TOTAL PROJECT SHEET NO.
 REGISTERED CIVIL ENGINEER
 MAY 20, 2011
 PLUS APPROVAL DATE
 THIS PLAN SHEET IS THE PROPERTY OF THE STATE OF CALIFORNIA
 NO PARTS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE STATE OF CALIFORNIA

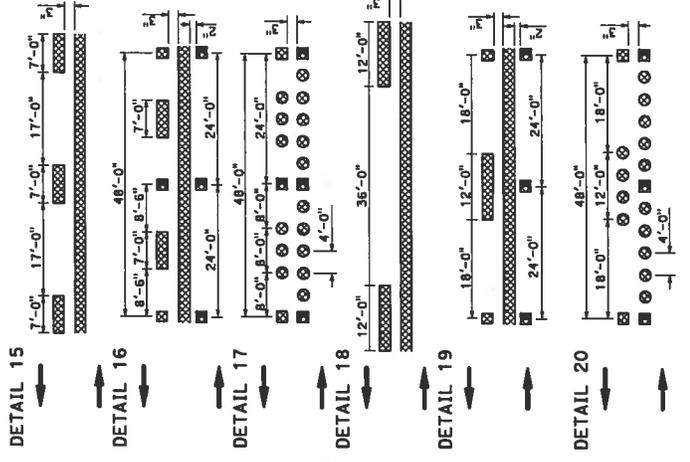
NO PASSING ZONES-TWO DIRECTION



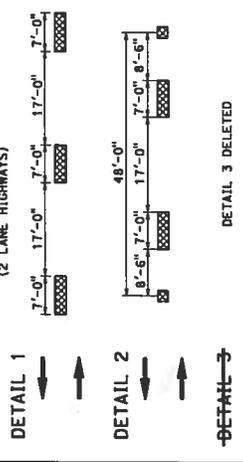
LANELINES (Cont)
(MULTILANE HIGHWAYS)



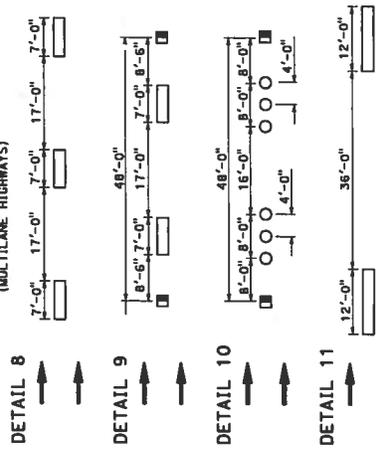
NO PASSING ZONES-ONE DIRECTION



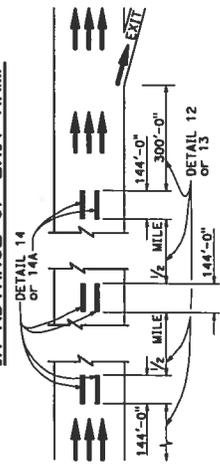
CENTERLINES
(2 LANE HIGHWAYS)



LANELINES
(MULTILANE HIGHWAYS)



TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



MARKER DETAILS

NOTE:
 Detail 14 is to be used in combination with Detail 13. Detail 14A is to be used in combination with Detail 12.

LEGEND

- MARKERS**
- TYPE A WHITE NON-REFLECTIVE
 - ⊙ TYPE AY YELLOW NON-REFLECTIVE
 - ◻ TYPE C RED-CLEAR RETROREFLECTIVE
 - ◻ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
 - ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 - ◻ TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- LINE**
- 4" WHITE
 - 4" YELLOW
- RETROREFLECTIVE FACE**

TYPE A AND TYPE AY



TYPE C AND TYPE D



TYPE G AND TYPE H



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES AND TYPICAL DETAILS

A20A

NO SCALE

DIST COUNTY ROUTE TOTAL PROJECT SHEET NO. SHEETS
 REGISTERED CIVIL ENGINEER
 MAY 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 CONSTRUCTION OF THIS PLAN SHEET.

LEGEND
MARKERS
 TYPE AY YELLOW NON-REFLECTIVE
 TYPE D TWO-WAY YELLOW RETROREFLECTIVE
 TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES
 4" WHITE
 4" YELLOW
 DIRECTION OF TRAVEL

MEDIAN ISLANDS
 DETAIL 28
 DETAIL 29
 DETAIL 30

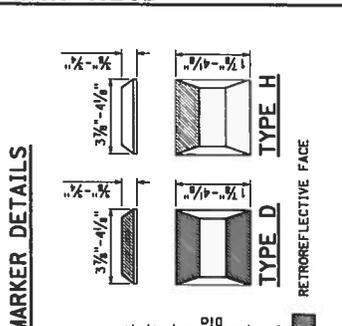
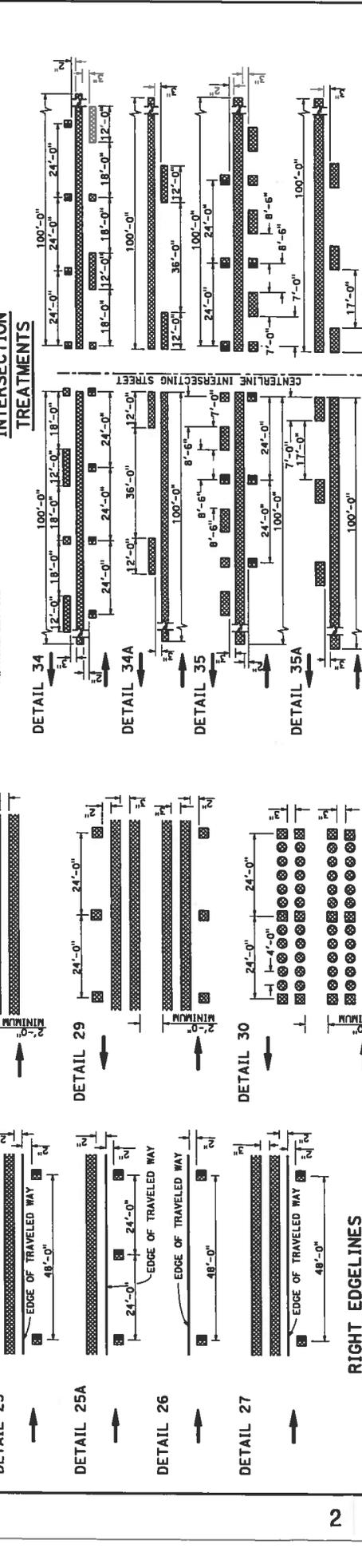
LEFT EDGELINES
 (DIVIDED HIGHWAYS)
 DETAIL 24
 DETAIL 25
 DETAIL 25A
 DETAIL 26
 DETAIL 27

RIGHT EDGELINES
 DETAIL 27A DELETED
 DETAIL 27B

INTERSECTION TREATMENTS
 DETAIL 34
 DETAIL 34A
 DETAIL 35
 DETAIL 35A

TWO-WAY LEFT TURN LANES
 DETAIL 31
 DETAIL 32
 DETAIL 33

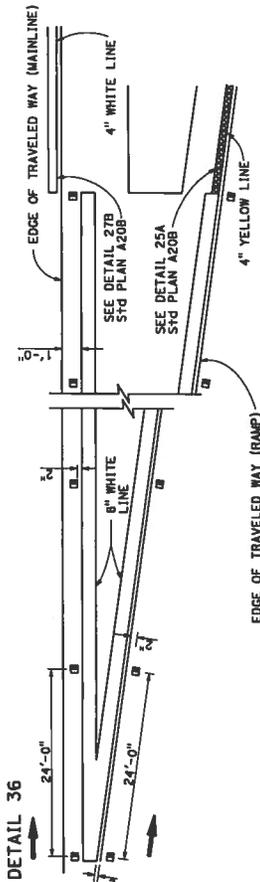
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS
 DETAIL 27C



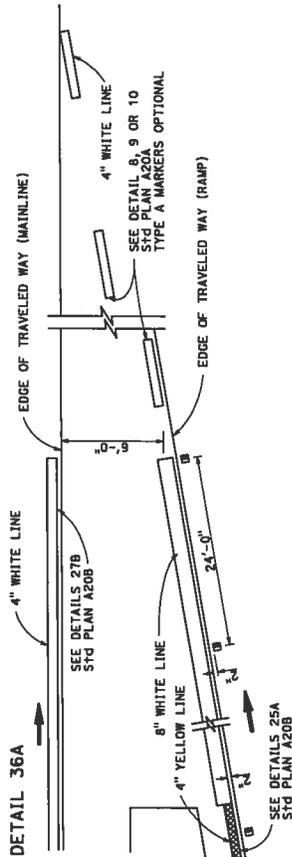
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
 NO SCALE
A20B

COUNTY ROUTE PROJECT TOTAL SHEETS
 001 001 001 001
 REGISTERED CIVIL ENGINEER
 Robert L. McLaughlin
 MAY 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICES
 COUNTY OF CALIFORNIA
 IN WITNESS WHEREOF I HAVE
 COPIES OF THIS PLAN SHEET.

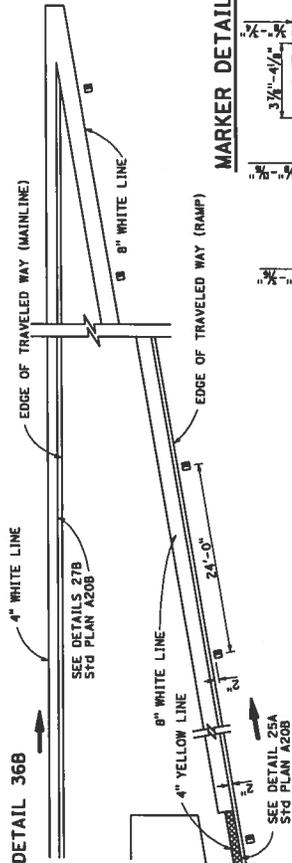
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



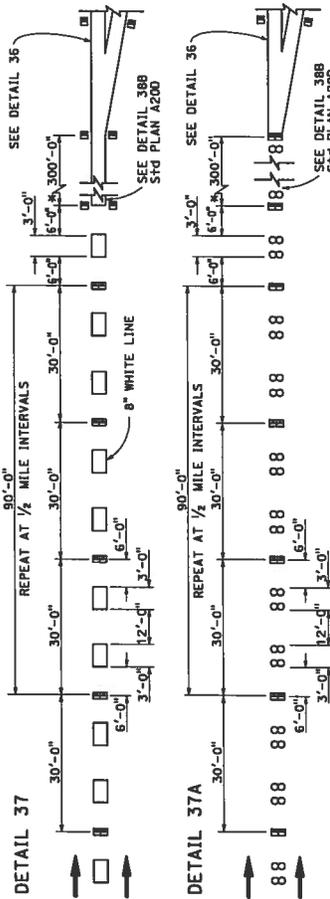
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



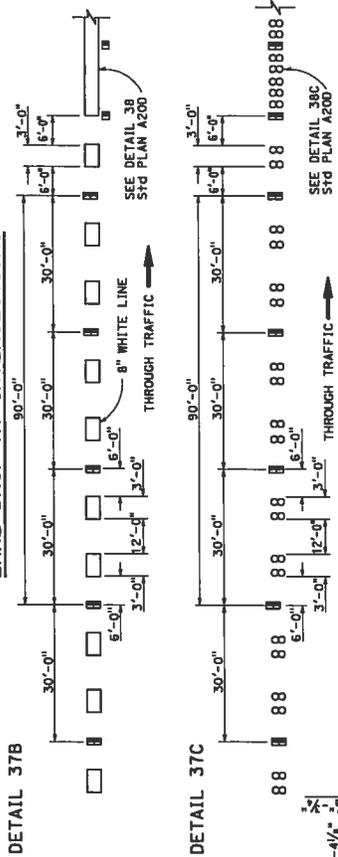
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT



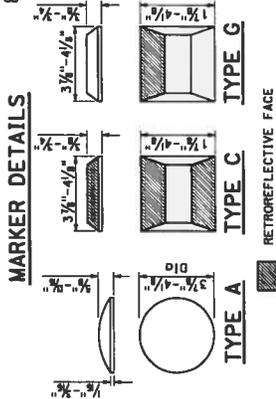
LANE DROP AT EXIT RAMP



LANE DROP AT INTERSECTIONS



* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.



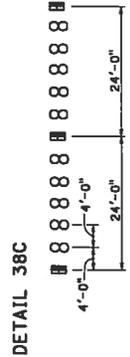
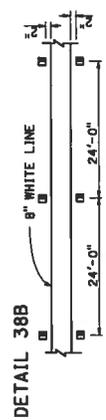
- LEGEND**
- MARKERS**
 ○ TYPE A WHITE NON-REFLECTIVE
 ◻ TYPE C RED-CLEAR RETROREFLECTIVE
 ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 ← DIRECTION OF TRAVEL

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
 AND TRAFFIC LINE
 TYPICAL DETAILS**
 NO SCALE

A20C

DISTRICT COUNTY ROUTE PROJECT SHEETS
 REGISTERED CIVIL ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 MAY 20, 2011
 EXPIRES
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETION OF ANY
 PORTION OF THIS PLAN SHEET.

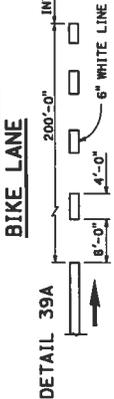
CHANNELIZING LINE



BIKE LANE LINE



INTERSECTION LINE



LANE LINE EXTENSIONS THROUGH INTERSECTIONS



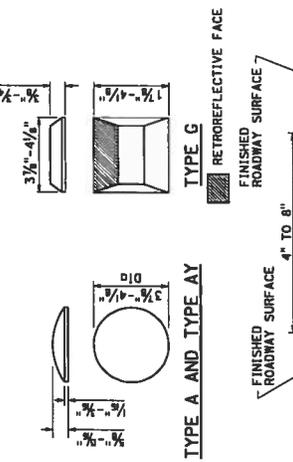
CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



LEGEND MARKERS

- TYPE A WHITE NON-REFLECTIVE
- ⊙ TYPE AY YELLOW NON-REFLECTIVE
- ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ▨ 4" YELLOW LINE
- DIRECTION OF TRAVEL

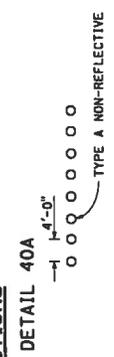
MARKER DETAILS



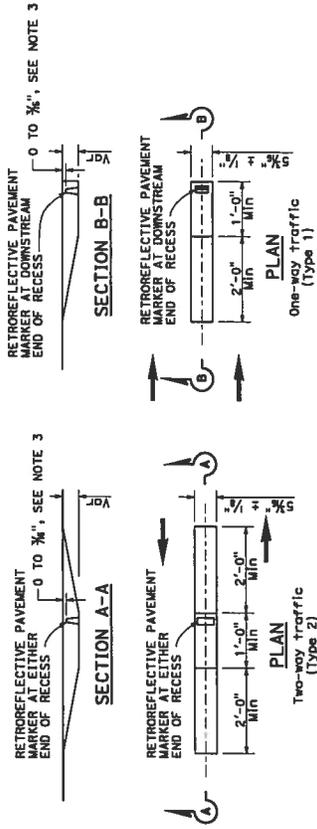
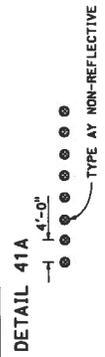
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

- RECESSED THERMOPLASTIC NOTES
- See typical traffic line details for pavement marking patterns.
 - The top of the thermoplastic installed in recessed pavement shall be 0 to 1/8" below the pavement surface.

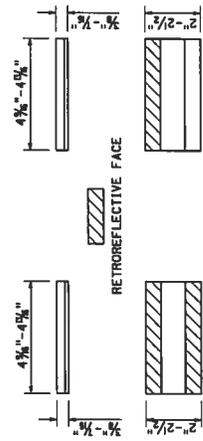
LANE LINE EXTENSIONS THROUGH INTERSECTIONS



CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



- RECESSED MARKER NOTES:
- See typical traffic line details for marker patterns. Recessed pavement markers require a Type 2 recess.
 - The retroreflective horn for recessed installations are not to be used for non-recessed installations.
 - The top of pavement markers installed in recesses shall be 0 to 1/8" below the pavement surface.

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

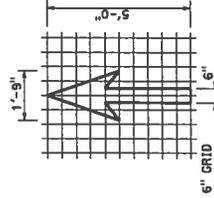
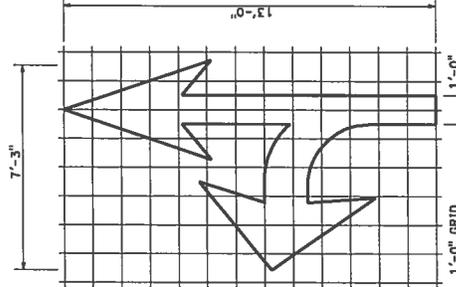
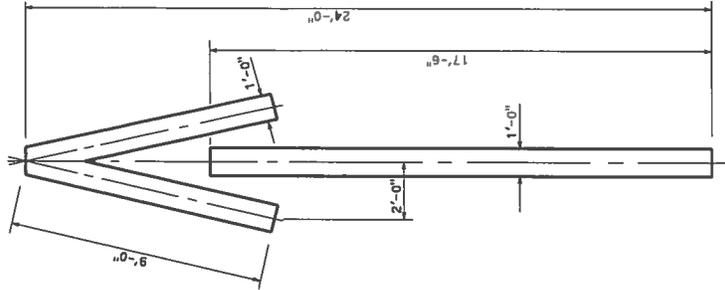
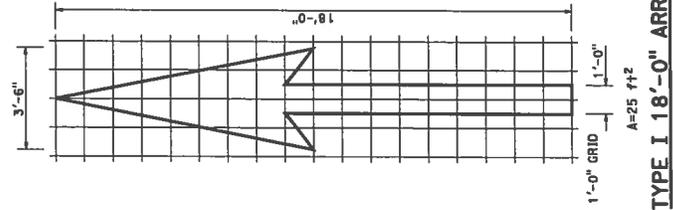
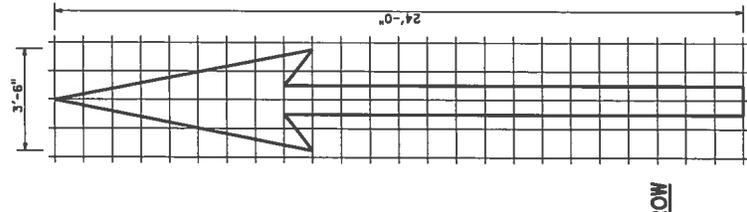
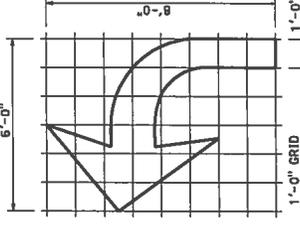
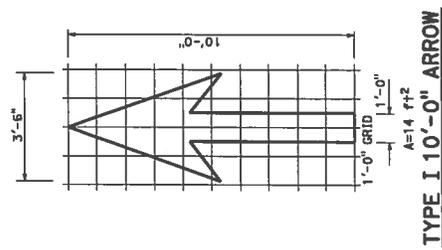
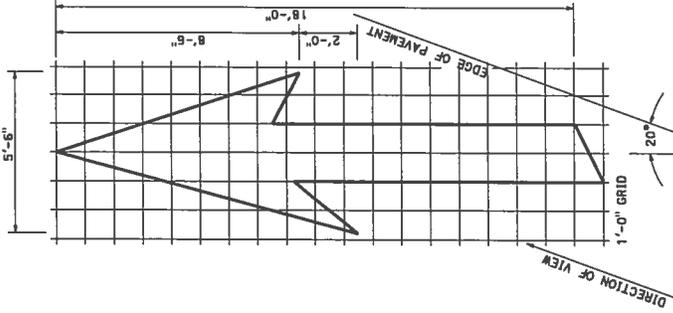
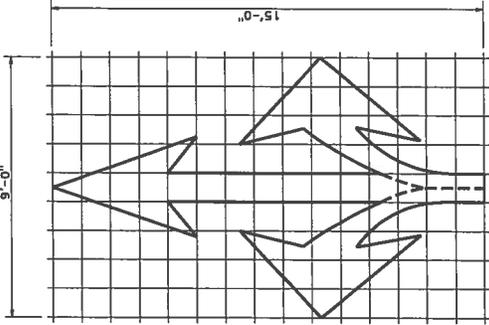
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20D

DIST. COUNTY ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 MAY 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICES
 OR AGENTS SHALL NOT BE DEEMED TO GUARANTEE
 THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET.



NOTE:
Minor variations in dimensions may be accepted by the Engineer.

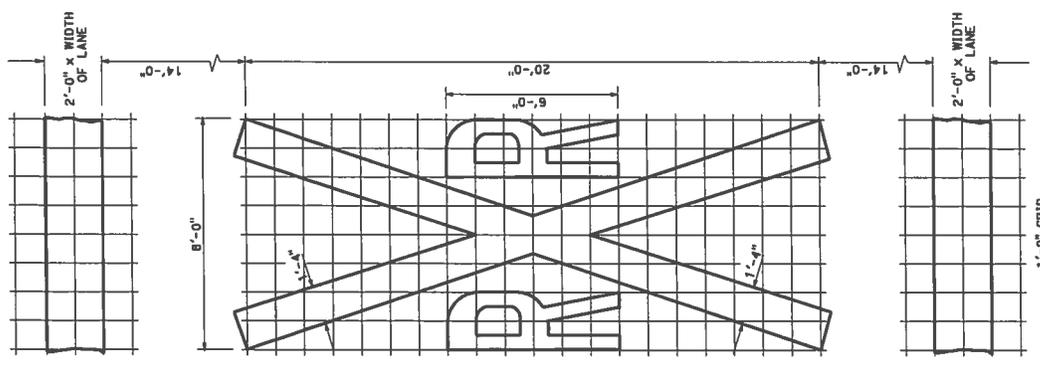
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO. SCALE

A24A

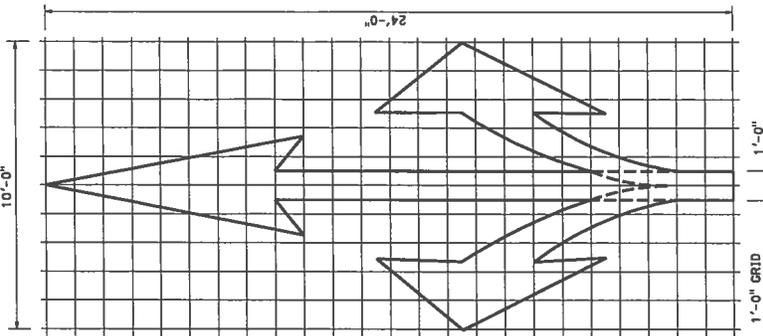
POST MILES	SHEET TOTAL
TOTAL PROJECT	NO. SHEETS

COUNTY ROUTE
 REGISTERED CIVIL ENGINEER
 Robert L. McLaughlin
 No. 10000
 Exp. 12-31-13
 REGISTERED PROFESSIONAL ENGINEER IN TRANSPORTATION
 STATE OF CALIF.

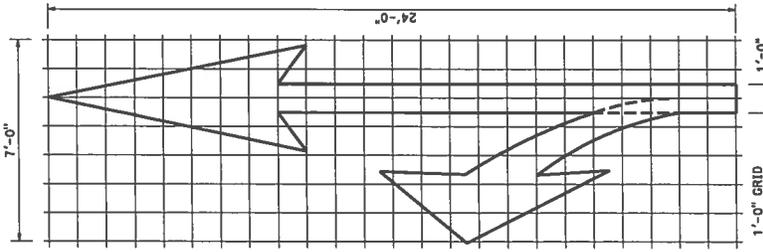
PLANS APPROVAL DATE
 MAY 20, 2011
 THE STATE OF CALIFORNIA OR ITS OFFICES
 DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANYTHING
 COMPART OF THIS PLAN SHEET.



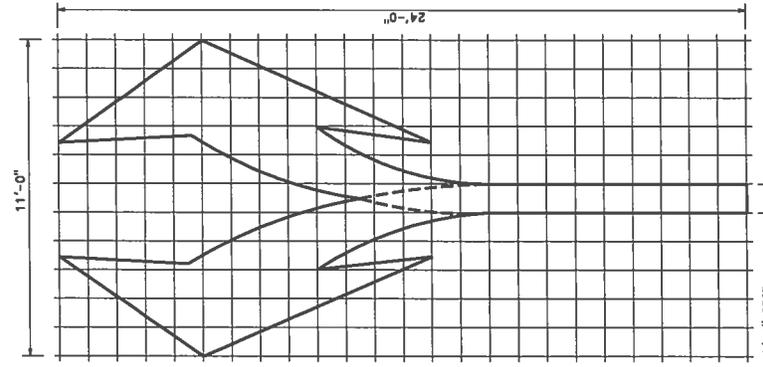
RAILROAD CROSSING SYMBOL
 * 70 ft² does not include the 2'-0" x variable width transverse lines.



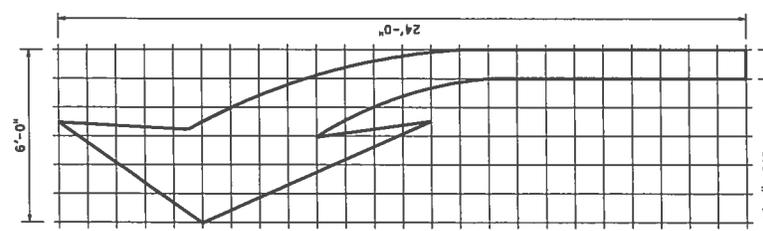
TYPE II (B) ARROW
 A=59 ft²



TYPE II (L) ARROW
 A=45 ft²
 (For Type II (R) use mirror image)



TYPE III (B) ARROW
 A=73 ft²



TYPE III (L) ARROW
 A=42 ft²
 (For Type III (R) use mirror image)

NOTE:
 Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
 ARROWS AND SYMBOLS**

NO. SCALE

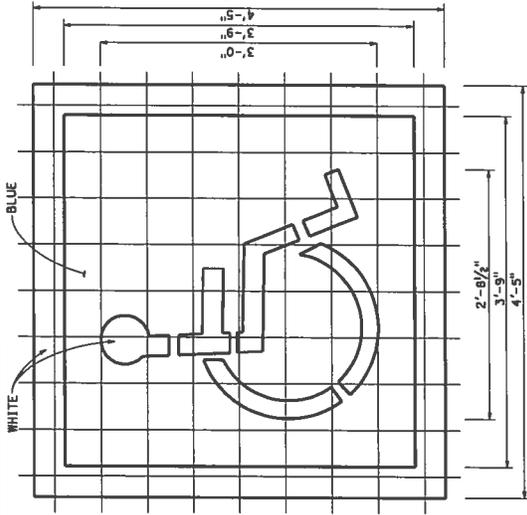
A24B

DIST	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 Robert L. McClain
 No. 231-13
 STATE OF CALIFORNIA
 REGISTERED PROFESSIONAL ENGINEER

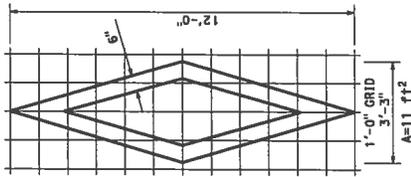
APPROVAL DATE
 MAY 20, 2011
 PLUS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR CONSEQUENCES OF THIS PLAN SHEET.

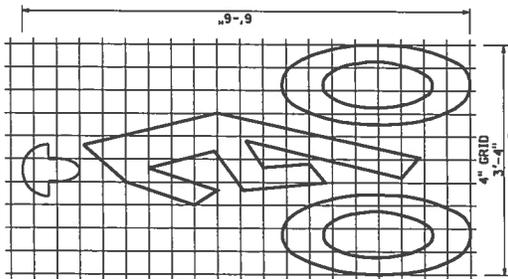


INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING

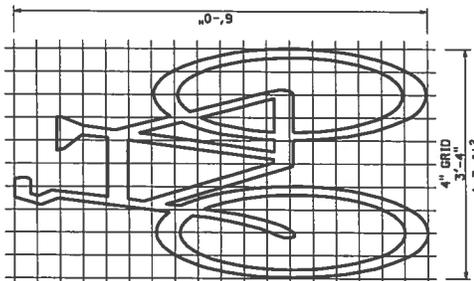
6" GRID
 A (WHITE) = 9 ft²
 A (BLUE) = 14 ft²



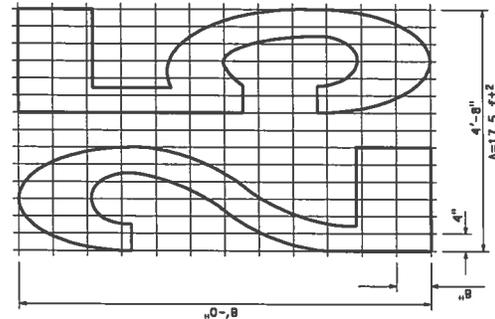
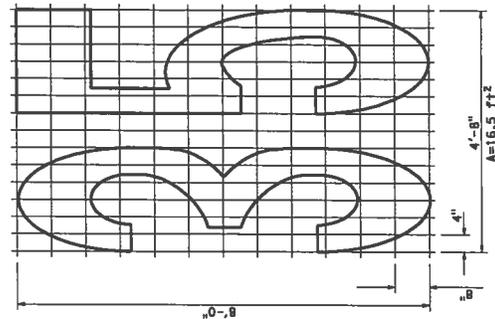
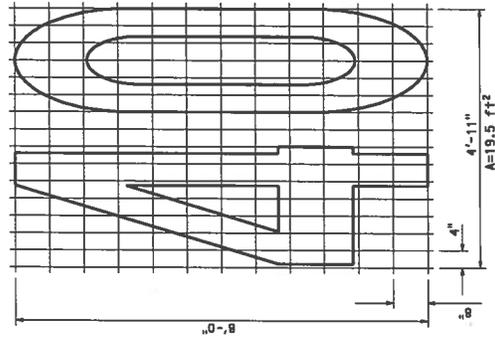
DIAMOND SYMBOL



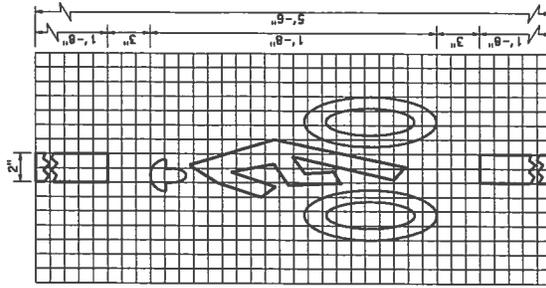
BIKE LANE SYMBOL WITH PERSON



BIKE LANE SYMBOL WITHOUT PERSON



NUMERALS



BIKE LOOP DETECTOR SYMBOL

NOTE:
 Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
 SYMBOLS AND NUMERALS**

NO SCALE

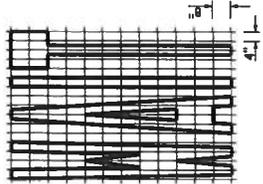
A 24C

DI. #	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

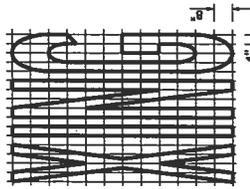
Richard M. McLaughlin
REGISTERED CIVIL ENGINEER

MAY 20, 2011
PLANS APPROVAL DATE

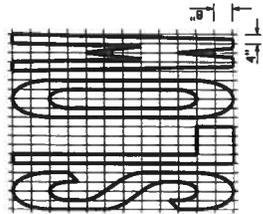
THE STATE OF CALIFORNIA OR ITS OFFICERS
DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF DRAWING
COMPONENTS OF THIS PLAN SHEET.



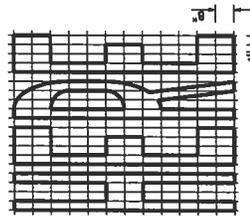
A=19 ft+2



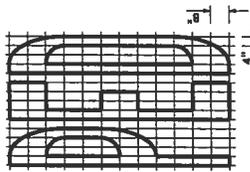
A=21 ft+2



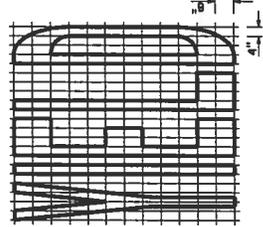
A=23 ft+2



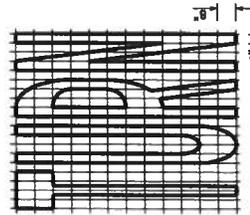
A=26 ft+2



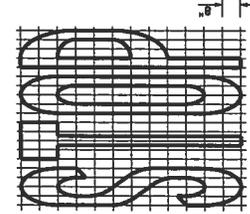
A=18 ft+2



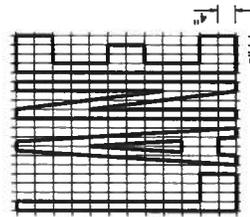
A=24 ft+2



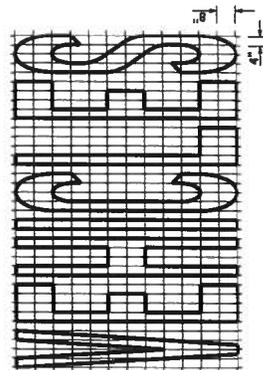
A=24 ft+2



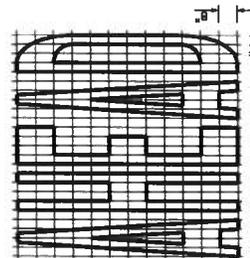
A=22 ft+2



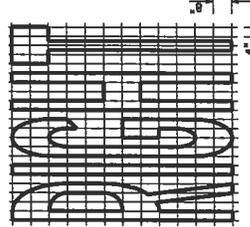
A=6 ft+2



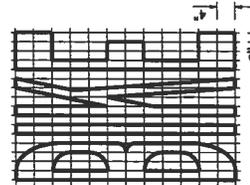
A=42 ft+2



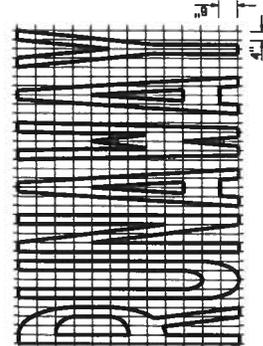
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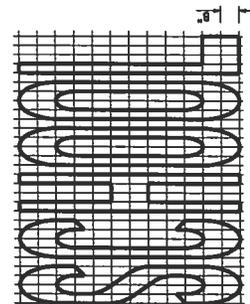
A=26 ft+2



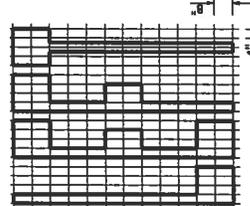
A=5 ft+2



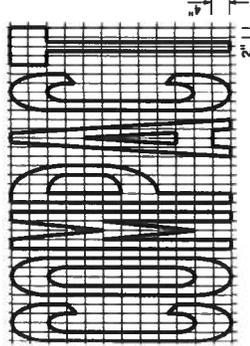
A=43 ft+2



A=35 ft+2



A=19 ft+2



A=10 ft+2

NOTES:

1. If a message consists of more than one word, it should read "up", i.e., the first word should be nearest the driver.
2. The space between words should be at least four times the height of the characters for the first word, and not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2 in width.

WORD MARKINGS

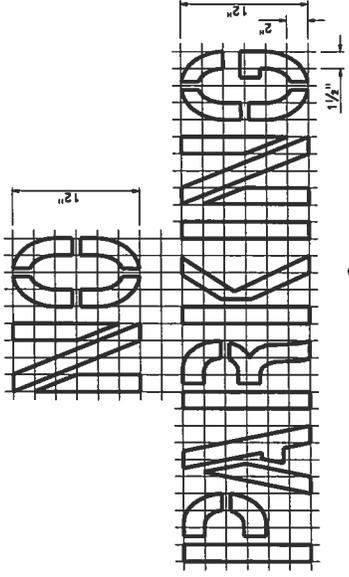
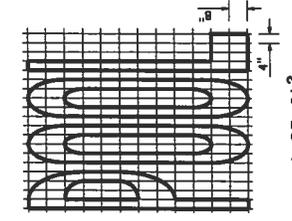
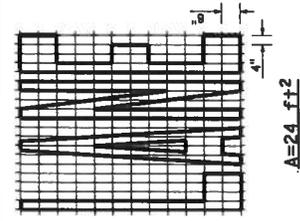
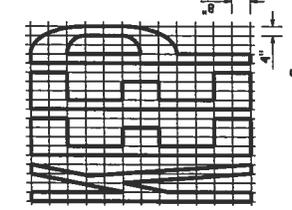
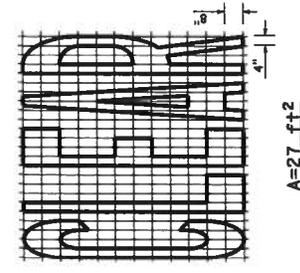
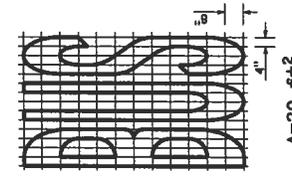
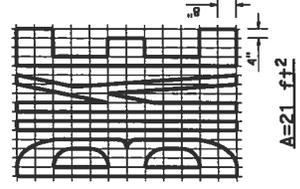
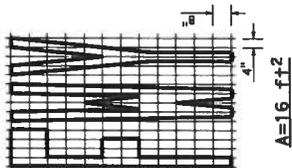
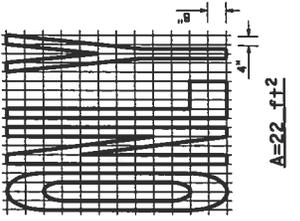
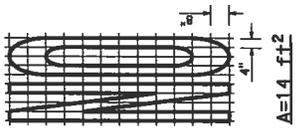
ITEM	ft+2	ITEM	ft+2	ITEM	ft+2
XING	21	YIELD	24	BIKE	5
AHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO. SCALE

A24D

DIST. COUNTY ROUTE PROJECT TOTAL SHEETS TOTAL SHEETS
 REGISTERED CIVIL ENGINEER
 MAY 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICES
 THE ACTIVITY OF COMPLETEMENTS OF PLANNING
 COPIES OF THIS PLAN SHEET.

ITEM	f+t	ITEM	f+t
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16



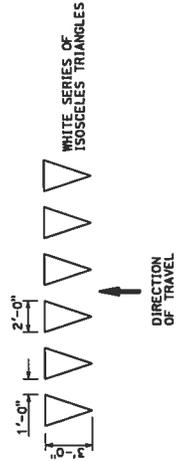
NOTES:

- If a message consists of more than one word, it should read "UP", i.e., the first word should be nearest the driver.
- The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
- Crosswalks contiguous to school grounds are to be 1'-0" yellow lines in place of 1'-0" white shown.
- The words "NO PARKING" pavement marking is to be used for parking and ASUBB. For typical locations of markings, see Standard Plans A90A and A90B.
- The words "NO PARKING" shall be painted in white letters no less than 1/2" high on a background of black and located so that it is visible to traffic enforcement officials.



CROSSWALK AND LIMIT LINE

See Note 5



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
WORDS AND CROSSWALKS**

NO SCALE

A 24E