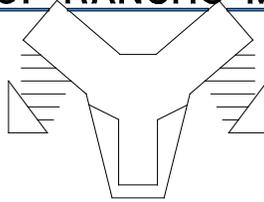


CITY OF RANCHO MIRAGE



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

VEHICLE SPEED FEEDBACK SIGNS

CITY PROJECT # CP 14-312

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**

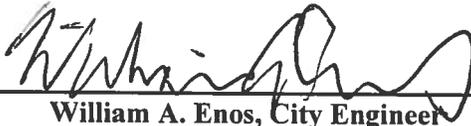
CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

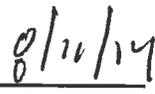
VEHICLE SPEED FEEDBACK SIGNS

CITY PROJECT # CP 14-312

Prepared Under the Supervision of:



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



Date

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**NOTICE INVITING SEALED BIDS FOR
VEHICLE SPEED FEEDBACK SIGNS
CITY PROJECT # CP 14-312**

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 PM** on **Wednesday**, the **20th** day of **August, 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 furnishing and installation of Four (4) Vehicle Speed Feedback Signs.**

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 ► Vehicle Speed Feedback Signs, CP#14-312. Once you have signed up you will receive an email with the requested documents for download and printing.

Funding for the work is with all local funds and, as provided under City Charter, this contract will not require compliance with prevailing wage requirements of the State of California. 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 VEHICLE SPEED FEEDBACK SIGNS, CP#14-312 – 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 forty-five (45) days.

At the time of contract award, the prime contractor shall possess a Class A 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 11th 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

**ESTIMATE OF PROBABLE
CONSTRUCTION COSTS
\$40,000.00**

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 VEHICLE SPEED FEEDBACK SIGNS - CP 14-312, - 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 bid 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 Contractors License 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

Funding for the Work is with all local funds and, as provided under City Charter, will **NOT** require compliance with the prevailing wage requirements of the State of California. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his/her bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

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 Agreement, 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, 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 and that final compensation under the contract will be based upon the actual work satisfactorily completed. It is agreed that the 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, General Conditions & Insurance	LS	LS	\$_____
2.	Traffic Control	LS	LS	\$_____
3.	Furnish and Install Four (4) Vehicle Speed Feedback Sign Assemblies	1	LS	\$_____
4.	City Encroachment Permit	LS	\$2,500	\$ <u>2,500</u> _____

TOTAL BID AMOUNT (ITEMS 1-4) \$_____

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.

Bidder's Name

Telephone Number

**PURCHASE AND INSTALLATION AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO MIRAGE
AND**

THIS PURCHASE AND INSTALLATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between the City of Rancho Mirage, a municipal corporation located in the County of Riverside, State of California ("Buyer"), and _____ ("Contractor"), with Buyer and Contractor together sometimes hereinafter referred to as the "Parties."

RECITALS:

WHEREAS, Contractor owns _____ (____), _____ and materials, tools, labor and incidentals ("Equipment"); and

WHEREAS, Buyer is in need of _____ for the purpose of _____, located at _____, in the City of Rancho Mirage; and

WHEREAS, Contractor desires to sell and install, and Buyer desires to purchase, the _____ ("Equipment"), upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and promises contained herein and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Recitals

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. Purchase, Sale, Delivery, and Installation of

a. Contractor shall sell, transfer, convey and quitclaim to Buyer, and Buyer shall purchase, accept and assume, all of Contractor's right, title and interest in and to the _____ described and identified in the bill of sale ("Bill of Sale"), attached hereto and incorporated herein by this reference as Exhibit "A," for the price of _____ Dollars and _____ Cents (\$_____) ("Purchase Price") plus _____ Dollars and _____ Cents (\$_____) in sales taxes. Execution and delivery of the Bill of Sale to Buyer shall evidence transfer of title of the _____ from Contractor to Buyer, as of the date indicated therein. Contractor shall deliver the _____ to the _____, and deliver to Buyer any and all manufacturer's warranties, instructions, manuals, and other information and brochures relating to the

_____ that Contractor would ordinarily deliver to its customers in a similar transaction.

b. As soon as practicable after delivery of the _____ to the _____, Contractor shall install the _____, in accordance with all the contract specifications and all manufacturers' specifications, and otherwise provide the services ("Services") set forth in the Scope of Services identified in the project specifications, attached hereto and incorporated herein by this reference.

Section 3. Payment

a. Buyer shall pay Contractor the Purchase Price and the sales taxes referenced above upon delivery of the _____ and the executed Bill of Sale as herein; provided, however, that the condition of the _____ are reasonably satisfactory to Buyer after inspection thereof.

b. Contractor shall be paid compensation not to exceed _____ Dollars and _____ Cents (\$_____) for completion of the Services. Contractor shall invoice Buyer for such services upon completion of the Services, and Buyer shall pay Contractor within thirty (30) days of the invoice provided that the Services reflected in the invoice were performed to Buyer's reasonable satisfaction in accordance with the terms of this Agreement.

Section 4. Extra Work and Change Orders

Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the Buyer and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The Buyer's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The Buyer shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the Buyer unless the change order complies with this provision.

Section 5. Term

Contractor will perform the services set forth in the Scope of Services and in any approved change orders during the term of this Agreement, which shall commence as of the date this Agreement is executed by Contractor and shall terminate upon Contractor's completion of the Services to the reasonable satisfaction of Buyer. Contractor shall do so by no later than _____, 20__.

Section 6. Contractors' Representations and Warranties

Contractor hereby makes the following representations, warranties, and acknowledgments, and agrees that such representations, warranties and acknowledgments shall be true as of the Effective Date:

a. Contractor has the full right, power and authority to enter into this Agreement and to convey Contractor's ownership interest in the vehicle speed feedback signs to Buyer, and to take all actions required of Contractor by the terms of this Agreement.

b. All the documents executed by Contractor pursuant to this Agreement will be duly authorized, executed and delivered by Contractor and will be legal, valid and binding obligations of Contractor enforceable against Contractor in accordance with their respective terms, and will not violate any provisions of any agreement to which Contractor is a party or to which it is subject.

c. Contractor has good and marketable title to the vehicle speed feedback signs and the vehicle speed feedback signs are sold and transferred to Buyer free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind and nature whatsoever.

d. There are no obstacles or prohibitions of any kind whatsoever, as respecting the vehicle speed feedback signs, that will prevent Buyer from obtaining any and all permits to use and operate the _____ anywhere within the State of California, as the _____ are intended to be used.

e. The _____ and any other materials provided to Buyer shall be free from all defects and are of good quality and fit for the purpose and use intended herein.

f. The _____ and any other materials provided to Buyer shall be free from all defects for a period of one (1) year from the date they are installed in their intended location.

g. Contractor warrants all workmanship for a period of one (1) year from the time all work is completed.

h. Notwithstanding anything else herein, if, in the opinion of the Buyer, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the Buyer or to prevent interruption of operations, the Buyer shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the Buyer's request for correction within a reasonable time as determined by the Buyer, the Buyer 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 the Buyer will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.

Section 7. Remedy Upon Finding of Defective _____

a. For a period of one (1) year after the date the _____ are installed in their intended locations, Contractor agrees that if any portion of the _____ should fail to function as reasonably expected by Buyer, or if there is any defect in materials or workmanship for any service required under the Scope of Services, as determined in Buyer's sole and absolute discretion, then, upon

written notice thereof given to Contractor, Contractor shall, without delay and with the least inconvenience and without further cost to the Buyer, repair or replace the defective or otherwise unsatisfactory component or components of the _____ or any other materials furnished by Contractor. Buyer shall determine whether the defective component or components shall be repaired or shall be replaced by Contractor. In the event of Contractor's failure to repair or replace any part of the _____ or other materials within ten (10) calendar days after being notified in writing, or failure to diligently pursue such compliance to completion, Buyer 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. Notwithstanding the foregoing, Buyer may contract with another party for any such services or purchase of replacement part or parts, and Contractor shall reimburse Buyer for all such costs immediately upon demand.

b. This section does not in any way limit Buyer's remedies pursuant to Code of Civil Procedure Section 337, 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. No manufacturer's guarantee period shall in any way limit the liability of Contractor under the indemnity provisions of this Agreement.

Section 8. Buyer's Representations and Warranties

Buyer hereby makes the following representations, warranties and acknowledgments, and agrees that such representations, warranties and acknowledgments shall be true as of the Effective Date:

a. Buyer, and the person executing this Agreement on behalf of Buyer, has the full right, power and authority to enter into this Agreement, to receive and accept title to the _____ from Contractor and to take all actions required of it by the terms of this Agreement.

b. b.All the documents executed by Buyer pursuant to this Agreement will be duly authorized, executed and delivered by Buyer and will be legal, valid and binding obligations of Buyer enforceable against it in accordance with their respective terms, and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject.

• Section 9. Indemnification Obligations of Contractor

Contractor indemnifies Buyer against, and holds Buyer harmless from, any and all losses, claims, expenses, costs, causes of action or obligations (including reasonable attorneys fees), whether direct or indirect, known or unknown, incurred in connection with, or arising from (i) Contractor's ownership or possession of the _____ during any period ending on or prior to the Effective Date; (ii) Contractors' repair or replacement of the _____ or any part thereof, or any other materials, pursuant to Section 7 of this Agreement; and (iii) Contractor's breach of any of its representations, warranties or covenants under this Agreement.

Section 10. Insurance Coverage

a. Contractor shall procure and maintain at its own expense, until completion of performance, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Contractor shall further procure and maintain at its own expense, until completion of performance, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall further procure and maintain at its expense, until completion of performance, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the Buyer. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the Buyer, and to require any and all subcontractors and any other person or entity involved in the services provided under this Agreement to do the same.

Worker's Compensation Insurance:

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

d. All policies required by this section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the Buyer provides written authorization to terminate the coverages following the Buyer's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with this Agreement, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the Buyer, and/or their officers, employees, servants, volunteers, agents and independent contractors.

Section 11. Insurance Documentation

a. Contractor shall provide certificates of insurance with original endorsements to the Buyer as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Buyer on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Buyer at all times until completion of performance.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the Buyer, and its officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the Buyer, and their officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed or reduced in coverage or limits (except by paid claims) unless the insurer has provided the Buyer with thirty (30) days prior written notice of cancellation.

e. All insurance policies required to be provided by Contractor or any other party 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 Buyer, and their officers, employees, servants, volunteers, agents and independent contractors.

Section 12. Independent Contractor

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to Buyer employees and not to independent contractors.

Section 13. Civil Code Section 1542 Waiver

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

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

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

Section 14. Licenses, Certifications and Permits

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

Section 15. General Provisions

a. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may only be modified or amended by a written instrument executed by the Parties.

b. b.Time is of the Essence. Time is of the essence of this Agreement.

c. .Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

d. .Termination. Buyer may terminate this Agreement for any reason whatsoever, prior to delivery of the _____ and Buyer’s payment of the Purchase Price as set forth herein. Thereafter, the purchase of the _____ shall be subject to Contractor’s standard return and exchange policy as may be applicable to the _____.

e. Modifications and Amendments. This Agreement may be modified or amended only by a written document executed by both Buyer and Contractor and approved as to form by Buyer’s City Attorney.

f. Notices.

1. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Buyer: City of Rancho Mirage
Attn: _____,
69825 Highway 111
Rancho Mirage, California 92270
Telephone: (760) 770-3224
Facsimile: (760) 770-3261
Email: _____@ranchomirageca.gov

If to Contractor: _____

Telephone:
Email:

2. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

g. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

h. Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

i. Further Assurances. The Parties agree to cooperate with each other and to execute, deliver and record such other agreements and documents and to take such other actions as are reasonably necessary or helpful to more effectively consummate the transactions contemplated under this Agreement and to carry out its purpose and intent. Upon reasonable notice, Contractor shall provide Buyer with reasonable access to, and allow it to copy, any books and records concerning the _____ as are in Contractor's possession or control.

j. Attorneys' Fees; Costs of Litigation. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

k. Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement, shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Contractor's breach any of its warranties given under Section 6 hereof, and the discovery of any of Contractor's representations thereunder not being true in every respect, shall also be deemed a breach of this Agreement by Contractor. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

l. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

m. Non-Liability of Officials and Employees of Buyer. No member, official or employee of Buyer shall be personally liable to any Contractor, either individually or jointly, or any of Contractor's successors-in-interest, in the event of any default or breach by Buyer for any amount which may become due to Contractor or any of Contractor's successors, or on any obligations under the terms of this Agreement.

n. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by the Parties.

o. Legal Advice. The Parties represent and warrant to the other party the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel, as to the matters set forth in this Agreement, or, have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other parties, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF RANCHO MIRAGE

Randal K. Bynder, City Manager

Its: _____
(Title)

ATTEST:

Cynthia Scott, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

EXHIBIT "A"

BILL OF SALE

**STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

KNOW ALL PERSONS BY THESE PRESENTS:

With reference to that certain Purchase and Installation Agreement dated _____ ("Agreement") by and between the City of Rancho Mirage ("Buyer") and _____ ("Contractor"), Contractor, in consideration of certain covenants, conditions, and promises, the receipt of which is hereby acknowledged, does hereby sell, convey and transfer to Buyer and its successors and assigns, the following items:

-

All transactions and documents evidenced by this Bill of Sale have been executed pursuant to the Agreement, and this Bill of Sale shall be subject to the terms and conditions of the Agreement, which are hereby incorporated herein and made a part of this Bill of Sale.

This Bill of Sale shall be effective as to the transfer of the above-listed items described herein as of the effective date of this instrument.

IN WITNESS WHEREOF, this Bill of Sale is effective _____, 20____.

Signature

Title

SECTION 00700-A
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SECTION 00700**GENERAL PROVISIONS OF THE CONTRACT****1. SCOPE OF WORK**

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

The general items of work to be done hereunder consist of furnishing and installing of four (4) Vehicle Speed Feedback Sign Assemblies 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 on Indian Trail Road and Mirage Road in the vicinity of Rancho Mirage Elementary School.

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:
- a. Invoices for all field office equipment.
 - b. Actual salary for field office staff.
 - c. Fair rental values acceptable to the ENGINEER for construction equipment idled due to the delay.
- 26.5 **Home Office Overhead** – For those allowable delay periods as defined in Section 25.3, Unavoidable Delays, the Contractor shall be reimbursed for its home office overhead based on the following formula:

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

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

27. 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

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 (Deleted this entire section):

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 \$500.00.

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 \$2,500 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 division 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

Vehicle Speed Feedback Sign Assembly Improvements (VSFSA):

The work to be done consists of furnishing and installing VSFSA including support pole, foundation, LED speed feedback unit, battery unit, solar panel, speed limit signs and all other appurtenances at four (4) locations shown on the map in Attachment 1.

All furnished equipment purchased by the Contractor shall be approved by the City prior to purchase, by way of material submittals. The City has not specified a specific supplier or manufacturer for the VSFSA.

VSFSA shall include radar controlled, battery powered LED display with 15" minimum numerical characters; black on yellow "YOUR SPEED" sign panel; pole to mounted 85 watt solar panel, and appropriate speed limit sign designated by the City.

The VSFSA shall be mounted on each of two (2) 1-A 14 foot galvanized or spun aluminum poles and on each of two(2) 15 foot galvanized or spun aluminum poles set on a 2 foot diameter by 5 foot deep CIDH foundation. The installed VSFSA equipment shall be located a minimum of 2 feet back of face of curb and within landscaped areas. A VSFSA detail is included in Attachment 1.

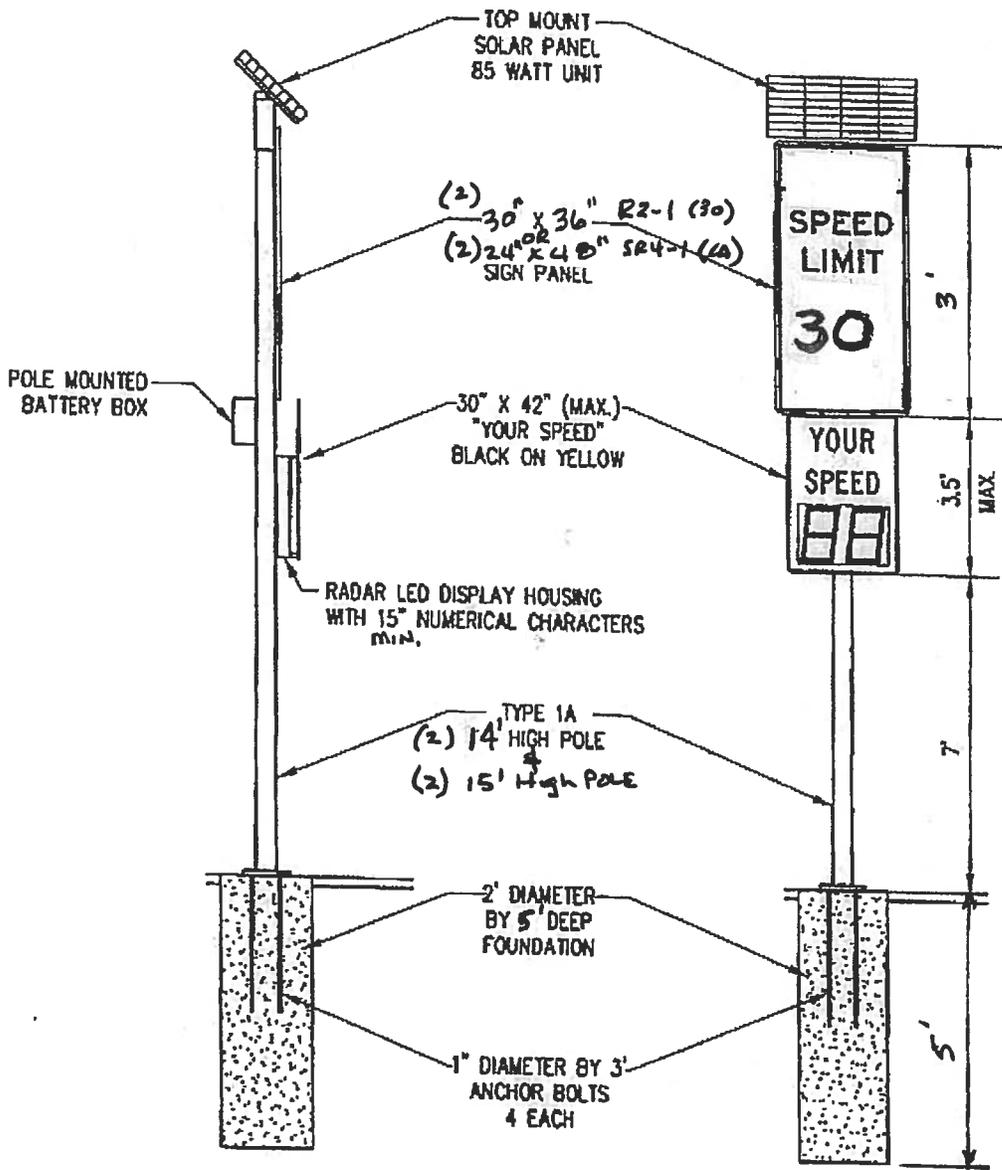
All necessary signs, mounting hardware and brackets for installation shall be furnished and installed by the Contractor. All necessary software for programming the radar sign shall be furnished by the contractor and programmed by a qualified person approved by the radar sign manufacturer.

The radar sign shall have Bluetooth communication capabilities for sign programming and data collection.

The radar sign shall be capable of programming changes by time of day and calendar dates.

Payment for this work shall be included in the lump sum bid item for Vehicle Speed Feedback Sign Assemblies and no additional compensation will be granted.

ATTACHMENT 1



SIDE VIEW

FRONT VIEW



1000
300

feet
meters

Google earth

● - VEHICLE SPEED FEEDBACK SIGN



400

1000

feet
meters

Google earth

● - VEHICLE SPEED FEEDBACK SIGN