CITY OF INDIO

CONTRACT DOCUMENTS

FOR

PARK RENOVATION PROJECTS

CITY PROJECT NUMBER: PK1707
PROJECT OVERVIEW SHEET
CITY OF INDIO
PARK RENOVATION PROJECTS
CITY PROJECT NO. PK1707

Engineer’s Cost Estimate: $549,828
Time for Completion: 120 Working Days
Liquidated Damages: $2,000.00 / Per Calendar Day
Bid Opening Date: August 7, 2019 at 10:00 A.M.
Large Conference Room
City of Indio
100 Civic Center Mall
Indio, CA 92201
Requests for Information: Questions must be in writing and submitted by
12:00 P.M. on August 1, 2019
(e-mail: medgar@indio.org)
Contract Award: August 21, 2019 *
Construction Start Date: September 8, 2019 *
Required Contractor License: Class “A” General Engineering Contractor's License
or a combination of appropriate Specialty Contractor's Licenses.
Contact Person to PlanWell via PlanIt PrintWorks
Obtain Bid Package: 77738 Flora Road
Palm Desert CA 92211
(760) 345-2500
Contact Person for Mike Edgar, City of Indio
Technical Information: (760) 625-1801
medgar@indio.org

* These dates are subject to change.
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NOTICE INVITING BIDS
FOR
PARK RENOVATION PROJECTS [the “Project”]

City Project Number: PK1707

NOTICE IS HEREBY GIVEN that the City of Indio, California (“City”) invites sealed Bids for the Project. The City will receive such Bids at the City Hall by the Receptionist, 100 Civic Center Mall, Indio, California 92201 up to 10:00 a.m. on August 7, 2019, at which time they will be publicly opened and read aloud.

All Bids must be made on the form furnished by the City. Each Bid must be submitted in a sealed envelope addressed to the Public Works Director with the Project name and identification number typed or clearly printed on the lower left corner of the envelope. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.


SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the Engineer.

OBTAINING BID DOCUMENTS. Bidders may view a copy of the Plans, Specifications and other Contract Documents at Indio City Hall, 100 Civic Center, Indio, California 92201. Potential Bidders may obtain the Contract Documents for the Project at the Planit Reprographics PlanRoom website at http://planitprintworks.com. Documents can also be viewed free of charge at www.Indio.org

FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall supply the City Engineer with a facsimile number and email address to facilitate transmission of Addenda and other information related to these Contract Documents. Addenda and other information will be posted on the City website at www.indio.org; an email will be sent notifying Bidders when Addenda or information is posted the City website. Failure to provide such a facsimile number and email address may result in late notification. The City does not guarantee that it will provide any information by facsimile, email, or both. A Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email, and a Bidder shall have no recourse due to not receiving such facsimile, email or both.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
PREVAILING WAGES. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class "A" Contractor's license (or a combination of Specialty Contractor's License(s)) adequate to perform the work herein described issued by the California State Contractors License Board at the time of the Bid submission. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than ten (10) Calendar Days before the Bid submission deadline. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

LIQUIDATED DAMAGES. Liquidated damages shall accrue in the amount of $2,000 for each day that Work remains incomplete beyond the Project completion deadline specified in the Contract Documents.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By:  
City Engineer  
6/28/19  
Date
INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting “N/A” (for not applicable) where necessary. The Bid shall be enclosed in a sealed envelope bearing the Bidder’s name and the Project name and identification number as described in the Notice Inviting Bids.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping by the City Receptionist. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the Public Works Director before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BIDDER’S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier’s check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder’s refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The Engineer may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.
In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the “extended amount” column, then the amount set forth in the “extended amount” column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the “extended amount” column shall be the unit price.

2. As to unit price items, the amount set forth in the “extended amount” column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER’S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder’s Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.
AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

ADDITIVE OR DEDUCTIVE ITEMS. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). [Delete Section 3.2 SELF PERFORMANCE.] Contractor is not required to self-perform a particular percentage of work on this project.

BID PROTESTS. Any Bid protest must be submitted in writing to the City within five (5) Business Days of the deadline for receipt of Bids. Any protest submitted thereafter is untimely.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party, or be submitted on company letterhead. The party filing the protest must concurrently transmit a copy of the protest to the Bidder deemed to be the apparent low Bidder.

The party filing the protest must have actually submitted a Bid on the project. A subcontractor of a party filing a Bid on this project may not submit a Bid protest. A party should not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this section are mandatory and are the Bidder’s sole and exclusive remedy in the event of a Bid protest. The Bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing of a challenge of the award pursuant to California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder’s security. In such event, the City may declare the Bidder’s security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom.
INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor’s faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the Engineer a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.
CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

____ Completed and Signed Bid Cover Form
____ Completed and Signed Bid Sheets
____ Completed, Signed and Notarized Questionnaire
____ Completed References Form
____ Resume of General Construction Superintendent/On-Site Construction Manager
____ Completed Subcontractor Designation Form
____ Completed and Signed Industrial Safety Record Form
____ Completed, Signed and Notarized Bid Bond or Other Security Form
____ Signed and Notarized Noncollusion Declaration Form
____ Completed and Signed Addenda Acknowledgement Form
____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.
BID

CITY OF INDIO

PARK RENOVATION PROJECTS [PROJECT]

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF INDIO:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Indio to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier’s check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor’s License

Number ____________, Class _____, which expires on _______________________.

Bidder’s Name: ____________________________________________

Signature: __________________________________ Date: ____________

Signature: __________________________________ Date: ____________
To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Engineer, at the following prices:

**BASE AMOUNT:**

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<th>UNIT PRICES</th>
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<td>UNIT PRICES</td>
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**NORTH JACKSON PARK**

**GENERAL CONDITIONS**

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**SITE CONSTRUCTION**

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### Yucca Park

#### General Conditions

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<th>Unit</th>
<th>Quantity</th>
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<td>Final Clean Up</td>
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<td>Solid Waste/Recycling</td>
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<td>Security</td>
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<td>Contractors Fee</td>
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**Subtotal – General Conditions**

### Site Construction

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<th>Quantity</th>
<th>Cost</th>
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<td>11</td>
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**Subtotal – Site Construction**

**Total – Yucca Park**

### Dominguez Park

#### General Conditions

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<td>Solid Waste/Recycling</td>
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<td>Contractors Fee</td>
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**Subtotal - General Conditions**

City Project: PK1707

City of Indio Public Works
### SITE CONSTRUCTION

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<td>Water Play Restoration – Specialty Item</td>
<td>LS</td>
<td>1</td>
<td>$</td>
</tr>
</tbody>
</table>

**Subtotal – Site Construction** $\\n
**TOTAL – DOMINGUEZ PARK** $\\n
**GRAND TOTAL – BASE BID – ALL PARKS** $\_

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Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

**TOTAL BID PRICE IN DIGITS:** $\_

**TOTAL BID PRICE IN WORDS:** __________________________________________________

Signature: _______________________________ Title: ___________ Date: ______

Signature: _______________________________ Title: ___________ Date: ______
QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Bidder’s Name: ____________________________________________

(2) If the Bidder’s name is a fictitious name, who or what is the full name of the registered owner? If the Bidder’s name is not a fictitious name, write “N/A” in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

(3) Business Address: _________________________________________

(4) Telephone: _______________ Facsimile: ________________________

(5) Type of Firm – Individual, Partnership, LLC or Corporation: ______________

(6) Corporation organized under the laws of the State of: ________________

(7) California State Contractor’s License Number and Class: ________________
   Original Date Issued: ____________________ Expiration Date: _________

(8) DIR Contractor Registration Number: _____________________________

(9) List the name and title of the person(s) who inspected the Project site for your firm:

(10) Number of years experience the company has as a contractor in construction work: ______

(11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid:

(12) List all current and prior D.B.A.’s, aliases, and fictitious business names for any principal having interest in this Bid:

(13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:
(14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

   a. List the names, addresses and telephone numbers of contact persons for the parties:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

   b. Briefly summarize the parties’ claims and defenses:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

   c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

(15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
(16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a “termination of convenience”? If yes, explain.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

   a. By you against the owner? Circle one: Yes No

   b. By the owner against you? Circle one: Yes No

   c. By any outside agency or individual for labor compliance? Circle one: Yes No

   d. By Subcontractors? Circle one: Yes No

   e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes No

If your answer is “yes” to any part or parts of this question, explain.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(19) List the last three (3) projects you have worked on or are currently working on for the City of Indio:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Subscribed and sworn to me: ________________

Signature: ___________________________

This ___ day of _____________, 20______

Title: ______________________________

Signature: ___________________________

(SEAL)

Company

Signature: ___________________________

Title: ______________________________

Date: ______________________________

Signature: ___________________________

Title: ______________________________

Date: ______________________________
REFERENCES FORM

For all public agency projects in excess of $15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information (Note: if more than six projects, only include the six projects most similar to this project):

**Project 1**
Name/Number ________________________________

Project Description ________________________________

Approximate Construction Dates From: ____________ To: ____________

Agency Name: ________________________________

Contact Person: __________________ Telephone: __________________

Address: __________________

Original Contract Amount: $__________

Final Contract Amount: $__________

If final amount is different from original amount, please explain (change orders, extra work, etc.).

__________________________________________________________________________

__________________________________________________________________________

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

__________________________________________________________________________

__________________________________________________________________________

**Project 2**
Name/Number ________________________________

Project Description ________________________________

Approximate Construction Date From: ____________ To: ____________

Agency Name: ________________________________

Contact Person: __________________ Telephone: __________________

Address: __________________

Original Contract Amount: $__________

Final Contract Amount: $__________

City Project: PK1707
City of Indio Public Works
If final amount is different from original amount, please explain (change orders, extra work, etc.).

__________________________________________________________________________

__________________________________________________________________________

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

__________________________________________________________________________

__________________________________________________________________________

**Project 3** Name/Number ________________________________________________________

Project Description _____________________________________________________________

Approximate Construction Dates From: ____________ To: ____________

Agency Name: _________________________________________________________________

Contact Person: ___________________ Telephone: ________________________________

Address: _____________________________________________________________________

Original Contract Amount: $_______________ Final Contract Amount: $_____________

If final amount is different from original amount, please explain (change orders, extra work, etc.).

__________________________________________________________________________

__________________________________________________________________________

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

__________________________________________________________________________

__________________________________________________________________________
**Project 4** Name/Number __________________________

Project Description _____________________________________________________________

Approximate Construction Dates From: _____________ To ________________

Agency Name: __________________________________________

Contact Person: ___________________________ Telephone: _________________________

Address: ___________________________________________

Original Contract Amount: $__________ Final Contract Amount: $__________

If final amount is different from original amount, please explain (change orders, extra work, etc.).
____________________________________________________________________________

Did you or any Subcontractor, file any claims against the Agency? Circle one:  Yes  No

Did the Agency file any claims against you? Circle one:  Yes  No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.
____________________________________________________________________________

**Project 5** Name/Number __________________________

Project Description _____________________________________________________________

Approximate Construction Dates From: _____________ To: ____________

Agency Name: __________________________________________

Contact Person: ___________________________ Telephone: _________________________

Address: ___________________________________________

Original Contract Amount: $__________ Final Contract Amount: $__________

If final amount is different from original amount, please explain (change orders, extra work, etc.).
____________________________________________________________________________
Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

__________________________________________________________
__________________________________________________________

Project Name/Number

Project Description

Approximate Construction Dates From: _____________ To: _____________

Agency Name: ____________________________________________

Contact Person: ___________________________ Telephone: ________________

Address: ________________________________________________

Original Contract Amount: $______________ Final Contract Amount: $______________

If final amount is different from original amount, please explain (change orders, extra work, etc.).

__________________________________________________________
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Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

__________________________________________________________
__________________________________________________________
RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.
**DESIGNATION OF SUBCONTRACTORS**  
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor’s total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor’s total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

<table>
<thead>
<tr>
<th>Name under which Subcontractor is Licensed and Registered</th>
<th>CSLB License Number(s) and Class(es)</th>
<th>DIR Contractor Registration Number</th>
<th>Address and Phone Number</th>
<th>Type of Work (e.g., Electrical)</th>
<th>Percentage of Total Bid (e.g., 10%)*</th>
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* The percentage of the total Bid shall represent the “portion of the work” for the purposes of Public Contract Code Section 4104(b).
# INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____________________________________________

<table>
<thead>
<tr>
<th>Current Year of Record</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
<th>2015</th>
<th>2014</th>
<th>Total</th>
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<tbody>
<tr>
<td>Number of contracts</td>
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<td>Total dollar amount of contracts (in thousands of dollars)</td>
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<td>Number of fatalities</td>
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<tr>
<td>Number of lost workday cases</td>
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<tr>
<td>Number of lost workday cases involving permanent transfer to another job or termination of employment</td>
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</table>

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____________________________________________  Signature: _____________________________________________
Title: _______________________________________________  Title: _______________________________________________
Date: _______________________________________________  Date: _______________________________________________
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Indio ("Public Agency"), has issued an invitation for Bids for the Work described as follows: ________________________________________________________________

WHEREAS ________________________________________________________________

(Name and address of Bidder)

(“Principal”), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder’s security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and __________________________

______________________________________________________________

(Name and address of Surety)

(“Surety”), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of __________________________

Dollars ($______________________________), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys’ fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.
IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: ________________________________

“Principal”                                          “Surety”

______________________________               ________________________________

______________________________               ________________________________

By: ________________________________         By: ________________________________

Its: ________________________________       Its: ________________________________

By: ________________________________        By: ________________________________

Its: ________________________________       Its: ________________________________

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.
NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[Public Contract Code Section 7106]

The undersigned declares:

I am the ______________________ of ____________________, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___________ [date], at __________________________________________ [city], ______________________ [state].

Signature: ___________________________ Signature: ___________________________

Printed Name: ___________________________ Printed Name: ___________________________

Date: ___________________________ Date: ___________________________

This form must be notarized.
ADDENDA ACKNOWLEDGMENT FORM

Bidder’s Name: ____________________________________

The Bidder shall signify receipt of all Addenda here, if any:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Received</th>
<th>Signature</th>
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</table>

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.
CONTRACT

CITY OF INDIO CONTRACT FOR

THIS CONTRACT ("Contract") is made and entered this ______ day of __________, 20___ ("Effective Date"), by and between the CITY OF INDIO, a California municipal corporation ("City") and ____________________________, a ______________________________ (Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company) ("Contractor"). Contractor’s California State Contractor’s license number is ______________.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:


2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as _________________________________________ ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of ____________________________ dollars ($____________) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers’ Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.§ 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers’ Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

“ ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’
compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. **Titles.** The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. **Authority.** Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. **Entire Agreement.** This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. **Counterparts.** This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF INDIO

By: ____________________________
   Mayor

ATTEST:

By: ____________________________
   City Clerk

APPROVED AS TO FORM:

By: ____________________________
   City Attorney

Dated: ____________________________

(“CONTRACTOR”)

By: ____________________________

By: ____________________________
KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Indio ("Public Agency"), State of California, has awarded to 

______________________________________________ ("Principal")

a contract (the "Contract") for the Work described as follows:

______________________________________________

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and 

______________________________________________

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of $__________, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinafore set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: ______________________________

“Principal”                                             “Surety”

__________________________________________          ________________________________

__________________________________________

By: ________________________________          By: ________________________________

Its

By: ________________________________          By: ________________________________

Its

(Seal) (Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Indio (“Public Agency”), has awarded to ________________________

_________________________________________________________________________________

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

_________________________________________________________________________________

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful
performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and ________________________

_________________________________________________________________________________

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are
held and firmly bound unto the Public Agency in the penal sum of ________________________

Dollars ($ ________________________ ), this amount being not less than the
total Contract Price, in lawful money of the United States of America, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, successors executors and
administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his,
her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and
abide by, and well and truly keep and perform the covenants, conditions and provisions in the
Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept
and performed at the time and in the manner therein specified, and in all respects according to
their true intent and meaning, and shall indemnify and save harmless the Public Agency, its
officers, agents and employees, as therein stipulated, then this obligation shall become null and
void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor,
there shall be included costs and reasonable expenses and fees, including reasonable attorneys'
fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs
and included in any judgment rendered. Surety hereby waives any statute of limitations as it
applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition
to the terms of the Contract or of the Work to be performed thereunder or the specifications
accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the
Contract or to the Work or to the specifications. Surety hereby waives the provisions of California
Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: __________________________

“Principal”

______________________________

______________________________

By: ____________________________
   Its

By: ____________________________
   Its

“Surety”

______________________________

______________________________

By: ____________________________
   Its

By: ____________________________
   Its

(Seal) (Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
WORKERS’ COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Indio (“City”) has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:
   City of Indio
   City Hall
   ________________________, California ________

   The insureds under such policy or policies are:

2. Workers’ Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
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</table>

   ________________________, California ________

   By: ________________________
       Its Authorized Representative
ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the “Policy”) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Indio ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the “Additional Insureds”) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company’s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company’s limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

   City Manager  
   City of Indio  
   City Hall  
   ________________________, California _______

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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<tr>
<th>TYPE OF COVERAGE TO WHICH THIS ENDORSEMENT ATTACHES</th>
<th>POLICY PERIOD FROM/TO</th>
<th>LIMITS OF LIABILITY</th>
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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

   □ Contractual Liability  
   □ Owners/Landlords/Tenants  
   □ Manufacturers/Contractors  
   □ Products/Completed Operations  
   □ Broad Form Property Damage  
   □ Extended Bodily Injury  
   □ Broad Form Comprehensive General Liability Endorsement

   □ Explosion Hazard  
   □ Collapse Hazard  
   □ Underground Property Damage  
   □ Pollution Liability  
   □ Liquor Liability

12. A □ deductible or □ self-insured retention (check one) of $ applies to all coverage(s) except: if none, so state). The deductible is applicable □ per claim or □ per occurrence (check one).

13. This is an □ occurrence or □ claims made policy (check one).

14. This endorsement is effective on     at 12:01 a.m. and forms a part of Policy Number     .

I, ______________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

   Executed __________, 20__

   Signature of Authorized Representative  
   (Original signature only; no facsimile signature or initialed signature accepted)

   Telephone No.: (_____)________________  

City Project: PK1707  
City of Indio Public Works
ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"): 

Name and address of insurance company ("Company"): 

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Indio ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

   City Manager
   City of Indio
   City Hall

   __________, California __________

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

   □ Any Automobiles  □ Truckers Coverage
   □ All Owned Automobiles □ Motor Carrier Act
   □ Non-owned Automobiles □ Bus Regulatory Reform Act
   □ Hired Automobiles □ Public Livery Coverage
   □ Scheduled Automobiles □ ___________________________
   □ Garage Coverage □ ___________________________

12. A □ deductible or □ self-insured retention (check one) of $____________ applies to all coverage(s) except: __________________________ (if none, so state). The deductible is applicable □ per claim or □ per occurrence (check one).

13. This is an □ occurrence or □ claims made policy (check one).

14. This endorsement is effective on ____________ at 12:01 a.m. and forms a part of Policy Number _________.

   I, __________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

   Executed __________, 20____

   Signature of Authorized Representative
   (Original signature only; no facsimile signature or initialed signature accepted)

   Telephone No.: (_____) ___________________
ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"): 

Name and address of insurance company ("Company"): 

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Indio ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company’s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company’s limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company’s failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to
operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

   City Manager
   City of Indio
   City Hall

   ________________________, California ________

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE TO WHICH THIS ENDORSEMENT ATTACHES</th>
<th>POLICY PERIOD FROM/TO</th>
<th>LIMITS OF LIABILITY</th>
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</thead>
<tbody>
<tr>
<td>□ Following Form</td>
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<tr>
<td>□ Umbrella Liability</td>
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<td>□</td>
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</table>

11. Applicable underlying coverages:

<table>
<thead>
<tr>
<th>INSURANCE COMPANY</th>
<th>POLICY NUMBER</th>
<th>AMOUNT</th>
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</table>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention (check one) of $__________________________ applies to all coverage(s) except: ______________________ (if none, so state). The deductible is applicable □ per claim or □ per occurrence (check one).

14. This is an □ occurrence or □ claims made policy (check one).

15. This endorsement is effective on _______ at 12:01 a.m. and forms a part of Policy Number _______.

City Project: PK1707
I, ____________________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed ____________, 20___

__________________________________________
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (____) ________________
CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

____ Two (2) executed and notarized copies of the Contract

____ Payment Bond in amount of the Contract

____ Performance Bond in amount of the Contract

____ Workers’ Compensation Certificate

____ Liability insurance certificate in the amount of _____ dollars ($________), naming the City as a co-insured

____ Automobile insurance certificate in the amount of _____ dollars ($________), naming the City as a co-insured

____ General aggregate insurance certificate in the amount of _____ dollars ($________), naming the City as a co-insured

____ Copy of City business license

____ Additional insured endorsement – comprehensive general liability

____ Additional insured endorsement – automobile liability

____ Additional insured endorsement – excess liability
GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The Work described herein shall be done in accordance with the provisions of the 2015 edition of the Standard Specifications (defined in the Notice Inviting Bids), except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications. The Special Provisions will be numbered as Sections 700 through 799. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Indio.

Board – The City Council of the City of Indio.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the General Provisions.

County – County of Riverside, California

Department - See Agency

Director - See Engineer

Engineer – The Chief Engineer as defined in Standard Specifications 1-2, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.
Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Word or Words</th>
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<tbody>
<tr>
<td>AAN</td>
<td>American Association of Nurserymen</td>
</tr>
<tr>
<td>AGCA</td>
<td>Associated General Contractors of America</td>
</tr>
<tr>
<td>APWA</td>
<td>American Public Works Association</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>CSI</td>
<td>Construction Specifications Institute</td>
</tr>
<tr>
<td>NEC</td>
<td>National Electric Code</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>SSS</td>
<td>State of California Standard Specifications, Latest edition, Department of Transportation</td>
</tr>
<tr>
<td>SSP</td>
<td>State of California Standard Plans, Latest edition, Department of Transportation</td>
</tr>
</tbody>
</table>

SECTION 2. SCOPE AND CONTROL OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 2 of the Standard Specifications.

2-2 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City’s consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective.
Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

In addition to the requirements under Section 2-5.1 in the Standard Specifications, 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 the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

2-5.2 Precedence of the Contract Documents

With regard to Section 2-5.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.

2-7 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-9 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 et seq). All Project surveying notes and “cut-sheets” are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.
2-10  INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The City shall pay for on-site inspections, including tests in connection therewith, as may be assigned or required. The Contractor shall give the City a minimum of 48 hours advance notice prior to any assigned or required testing.

SECTION 3.  CHANGES IN WORK

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications.

3-2  CHANGES INITIATED BY THE AGENCY

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

3-3  EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer.

3-3.2.2.3  Tool and Equipment Rental

The rates to be used in determining equipment rental costs shall be those listed for such equipment in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and Labor Surcharge," which is in effect on the date upon which the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor, if such may exist for the use of such equipment. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate.

3-3.2.3  Markup

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

A.  Work by Contractor
In case of force account, the following percentages shall be added to the Contractor and/or subcontractor's costs and shall constitute the markup for all overhead and profits:

1) Labor 20%
2) Material 5%
3) Equipment 5%
4) Other Items and Expenditures 5%

To the sum of the costs and markups provided for in this subsection, compensation for bonding shall be at the rate specified by the bonding company. The Contractor shall provide appropriate documentation from the bonding company.

B. Work by Subcontractor

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work, also a markup of ten (10) percent on the first five thousand dollars ($5,000.00) of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of five thousand dollars ($5,000.00) of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-1.4 Test of Materials

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.6 Trade Names or Equals

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer to determine equivalence, no later than ten (10) Calendar Days before bid submission, unless a different deadline is listed in the Special Provisions.

SECTION 5 UTILITIES

The provisions below shall supplement but not replace those provisions in Section 5 of the Standard Specifications.
5-1 LOCATION

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor’s sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.
UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 et seq. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at 811 a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: ________________________________________________

Dated: ________________________________ (“CONTRACTOR”)

By: _________________________________

Printed Name: __________________________

Title: _________________________________

By: _________________________________

Printed Name: __________________________

Title: _________________________________

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.
5-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor’s responsibility to repair the Utility at no cost to the Utility or the City.

5-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

5-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-6 COOPERATION

The Contractor’s attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

5-7 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: Imperial Irrigation District (IID)
Phone Number: (760) 339-9593
Contact Person: Records Management
SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and approval. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:
a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor’s current accepted Project construction schedule.

6-1.1.1 Pre-Construction Conference

Approximately two weeks before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor’s Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.
2) Procurement schedule of major equipment and materials and items requiring long lead time.
3) Shop drawing/sample submittal schedule.
4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor’s construction schedule.
2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
3) Procedures for transmittal, review, and distribution of the Contractor’s submittals.
4) Processing applications for payment.
5) Maintaining record documents.
6) Critical Work sequencing.
7) Maintaining sewage service during construction, including proposed by-passes.
8) NPDES requirements, if any.
9) Field decisions and Change Orders.
10) Use of Project site, office and storage areas, security, housekeeping, and the City’s needs.
11) Major equipment deliveries and priorities.
12) Traffic control.
13) Any other item that the City representative states is relevant to the meeting.
6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week “look ahead” schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work

The Contractor will be issued two notices to proceed following the notice of award.

The First Notice to Proceed shall be issued for procurement of materials only and shall be completed within sixty (60) calendar days from the date stated in the notice. The City shall endeavor to issue the First Notice to Proceed as soon as practicable following award of contract, however, no materials shall be purchased until the First Notice to Proceed is issued.

The Contractor shall begin work on the date stated in the Second Notice to Proceed. The City shall endeavor to issue the Second Notice to Proceed as soon as the First Notice to Proceed is completed or sooner if Contractor can show all material has been procured.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-5 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contract for any other reason or for no reason upon thirty (30) Days’ written notice. The rest of the procedure outlined in Section 6-5 shall apply to such situation, including the Contractor’s required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City’s projects are funded in whole or in part by funds other than the City’s General Fund. If this Project is funded by such external funds in whole or in part, or if those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.

6-6 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an
adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-6.1 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-6.2 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY

The Contractor shall complete all Work under the Contract within One Hundred Twenty (120) Working Days from the Notice to Proceed. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

6-8.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 7-8 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. All “as-builts”;
4. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the Engineer in writing.

6-8.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Engineer’s acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 6-8.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

6-9 LIQUIDATED DAMAGES

The Contractor shall pay to the City of Indio the sum of $2,000 per day, for each and every calendar day’s delay in finishing the work in excess of the number of working days as specified for completion of the Work.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-8.1 of the Standard Specifications.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

The first paragraph of Section 7-3.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any
subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor’s indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-10.

The first sentence of Section 7-8.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

The first sentence of the second paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor’s or the Subcontractors’ operations or as required by the Plans and Specifications.

The last paragraph of Subsection 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Section 7-12 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Otherwise, the provisions below shall supplement but not replace those provisions in Section 7 of the Standard Specifications.

7-1 **THE CONTRACTOR’S EQUIPMENT AND FACILITIES**

Between the hours of 9:00 p.m. and 6:00 a.m. a noise level limit of 86 dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.
7-2  LABOR

7-2.2.1 Public Work

The Contractor acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 et seq. (“Chapter 1”), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

7-2.2.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

7-2.2.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor...
Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

7-2.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

7-2.5 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

7-2.6 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

7-2.7 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 7-2 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor’s compliance,
including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

7-2.9 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor’s expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 7-2 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of the Contractor under this Section 7-2.9 shall survive expiration or termination of the Contract.

7-3 LIABILITY INSURANCE

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 7-3 of the Standard Specifications, as modified below.

7-3.1.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

7-3.1.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor’s indemnity obligations contained in these Contract Documents.

7-3.1.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

7-3.1.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the
The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the City's standard forms titled “Additional Insured Endorsement,” copies of which are provided in the Contract Documents, or on any other form that contains substantially the same terms and is approved by the City's Risk Manager. In any case, the endorsements must specifically name the City of Indio and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

7-3.1.5 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor’s insurance.

7-4 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 7-3.1 of the Standard Specifications.

7-4.1 Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Civil Code Exception

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section
2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

7-4.3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.4 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.5 Survival.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City’s permit fees.

7-7 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

7-8 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste.
material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor’s equipment and personal vehicles of the Contractor’s employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer’s written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

7-9 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.

7-9.1 Access

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Standard Specifications, General Provisions and Special Provisions and as directed by the Engineer is complete.

7-10.2.2 Traffic Control Plan

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan (“TCP”) for all phases of construction for
review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a registered Professional Civil Engineer or a Traffic Engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor’s expense and no additional Working Days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area at least two (2) times to ensure the adequacy of traffic control. During any period when two (2) road traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project’s schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half (1/2) hour after school day end time. Additionally, the Contractor shall notify all entities listed in General Provisions Section 5-7.

The Contractor shall provide and maintain steel traffic plates securely over the trench whenever required or at the end of the Working Day. The plates shall be pinned and ramped with temporary asphaltic concrete.

7-10.3 Haul routes

Subsection 7-10.3 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the Engineer’s approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

7-10.5.3 Steel Plate Covers

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

7-15 RECYCLING OF MATERIALS

Subsection 7-15 is hereby added to the Standard Specifications as follows:

7-15.1 Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required
The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

7-15.2 Contractor’s Obligation

The City is committed to a recycling program. If available, it is the obligation of the Contractor, under this Contract, to recycle the waste material through an approved recycling plant. Records and reports of waste recycle will be submitted to the City on a regular monthly basis.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

SECTION 9. MEASUREMENT AND PAYMENT

The provisions below shall supplement but not replace those provisions in Section 9 of the Standard Specifications.

9-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

9-3 PAYMENT

9-3.1 General

In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

9-3.2 Partial and Final Payment

9-3.2.1 Monthly Closure Date and Invoice Date

In accordance with Section 9-3.2 of the Standard Specifications, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the tenth (10th) Day of the following month for verification and payment consideration.
9-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor’s undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

9-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 9-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not longer then the period permitted by Public Contract Code Section 7107.

9-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the Engineer, the Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize a payment amount, which in the Engineer’s opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents (“Final Payment Amount”). The Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

9-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor’s expense. If the Contractor selects either one of these alternatives, the following shall control.

9-3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City (“estimated amount of retention”) to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such
securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor’s expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

9-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 9-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 9-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

9-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs
attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

9-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

9-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

9-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

9-3.4 Mobilization

Mobilization is defined as the preparatory work that must be performed or cost incurred before starting work on the various items on the job site in accordance with Public Contract Code Section 10104. The City makes the partial payments under Public Contract Code Section 10264.

9-4 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 et seq.) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 9-4 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 10. ADDITIONAL TERMS

10-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.
10-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor’s own risk and responsibility, and as a consequence will be subject to rejection.

10-3 CONTRACTOR’S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 6-8.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

10-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

10-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

10-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor’s entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.
10-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

10-8 WORKING DAYS AND HOURS

Work hours are as follows, unless otherwise approved by the Engineer:

<table>
<thead>
<tr>
<th>Pacific Standard Time</th>
<th>Pacific Daylight Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday through Friday</td>
<td>7:00 a.m. - 6:00 p.m.</td>
</tr>
</tbody>
</table>

If the Engineer approves weekend days and/or government holidays as working days, City Inspection Fees will be charged at a rate of time and a half per hour of inspection. This includes surveying, material testing, and any and all professional services required.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours’ notice to the Engineer so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims and to Public Contract Code Section 20104 et seq. (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars ($375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Article 1.5, and must then adhere to Article 1.5.

10-10 THIRD PARTY CLAIMS
The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

10-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

10-12 CONTRACTOR’S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor’s actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

10-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 6-8.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Riverside County Superior Court.

10-15 TIME

Time is of the essence in these Contract Documents.

10-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at
any time or in any manner, represent that they or any of their agents, servants or employees, are
in any manner agents, servants or employees of the City. The Contractor and Subcontractors
agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and
hold the City harmless from any and all taxes, assessments, penalties, and interest asserted
against the City by reason of the independent contractor relationship created by the Contract
Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

10-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter
herein, the interpretation of these Contract Documents shall not be resolved by any rules of
interpretation providing for interpretation against the party who causes the uncertainty to exist or
against the party who drafted the Contract Documents or who drafted that portion of the Contract
Documents.

10-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these
Contract Documents shall not be a waiver of any other condition of performance under these
Contract Documents. In no event shall the making by the City of any payment to the Contractor
constitute or be construed as a waiver by the City of any breach of covenant, or any default that
may then exist on the part of the Contractor, and the making of any such payment by the City
shall in no way impair or prejudice any right or remedy available to the City with regard to such
breach or default.

10-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect
until the Contractor has fully rendered the services required by the Contract Documents or the
Contract has been otherwise terminated by the City. However, some provisions may survive the
term listed within this Section, as stated in those provisions.

10-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required
by these Contract Documents shall be in writing and shall be deemed received on (a) the day of
delivery if delivered by hand or overnight courier service during the City’s regular business hours
or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid,
to the addresses listed on the Contractor’s Bid and City Hall, or at such other address as one
party may notify the other.

10-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise
unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract
Documents shall continue in full force and effect.
SPECIAL PROVISIONS

00 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency/City</td>
<td>City of Indio</td>
</tr>
<tr>
<td>Board</td>
<td>City Council</td>
</tr>
<tr>
<td>Caltrans</td>
<td>California Department of Transportation</td>
</tr>
<tr>
<td>County</td>
<td>County of Riverside</td>
</tr>
<tr>
<td>Engineer</td>
<td>City Engineer</td>
</tr>
<tr>
<td>Agency Inspector</td>
<td>City Engineer</td>
</tr>
<tr>
<td>Federal</td>
<td>United States of America</td>
</tr>
<tr>
<td>State</td>
<td>State of California</td>
</tr>
</tbody>
</table>

101 - SCOPE AND CONTROL OF THE WORK

AWARD AND EXECUTION OF CONTRACT

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 Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker’s Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee at the sole discretion of Agency.

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.

SUBCONTRACTS

By appropriate written agreement, Contractor shall require each Subcontractor to be bound by all obligations of this Contract. Each subcontract agreement shall preserve and protect the rights of the City. Should any subcontractor fail to perform the Work undertaken by him to the satisfaction of the City, said subcontractor shall be removed immediately from the Project upon request by the City’s Representative and shall not again be employed on the Work. The Contractor shall be held liable for the all-deficient Subcontractor Work.

CONTRACT BONDS

The Contractor shall ensure that its bonding company is familiar with all of the terms and conditions of the Contract Documents, and shall obtain a written acknowledgment by the bonding company that said bonding company waives the right of special notification of any changes or modifications to the Contract, extensions of time, decreased or increased Work, cancellation of the Contract, or of any
other act or acts by the City or any of its authorized representatives. If the Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and promptly deliver satisfactory evidence of such increase to the City.

Pursuant to Public Contract Code Section 4108, Contractor shall require all Subcontractors providing labor and materials in excess of the amount indicated in the Notice Inviting Bids to supply Payment and Performance Bonds in accordance with the same bond requirements applicable to the Contractor, except that the bond amounts shall equal the total amount of their subcontract. The Contractor shall specify this requirement for Subcontractor bonds in his written or published request for Subcontractor bids. Failure to comply with this requirement shall not preclude Contractor from complying with the Subcontractor bonding requirements. The practice of issuing separate purchase orders and/or subcontracts for the purpose of circumventing the Subcontractor bonding requirements shall not serve to exempt the Contractor from these requirements. No payments, except for a reimbursement payment to the Contractor for the cost of the Contractor’s own Faithful Performance and Payment bonds, shall be made to the Contractor until the Contractor provides the aforementioned Subcontractor bonds to the Contractor.

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Labor and Material Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond for electrical/mechanical equipment will be held for six (6) months after said date.

**PLANS AND SPECIFICATIONS**

All Contract Documents are essential parts of the Contract for a given project. Any requirement included in one Contract Document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the Work to be done.

In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as listed below:

1. Change Orders, Supplemental Agreements and approved revisions to Plans and Specifications.
2. Agreement.
3. Addenda.
4. Contractor’s Bid (Bid Forms).
6. General Conditions.
9. Instructions to Bidders.
10. Specifications.

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda or Change Order drawings govern over Contract Drawings.
5. Contract Drawings govern over Shop Drawings.

Interpretation of the Plans and Specifications

Should it appear that the Work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the Plans or in the Specifications, the Contractor shall request the City’s Representative for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the Contract, so far as may be consistent with the intent of the original Specifications. In the event of doubt or questions relative to the true meaning of the Specifications, reference shall be made to the City’s Representative, whose decision thereon shall be final.

General

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 as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

Submittals

Three (3) originals of each product submittal shall be transmitted to the Engineer, along with a sequentially numbered Submittal Response Form. The Submittal Response Form shall be prepared by the Contractor and submitted for review and approval to the City Engineer. One (1) original of the submittal shall be returned to the Contractor with the Submittal Response Form appropriately marked.

The Contractor shall furnish for approval, within ten (10) working days following award of the Contract, all submittals as required on the Plans or in the Specifications. This provision shall not authorize any extension of time for performance of the Contract. The Engineer will check and approve such samples, within five (5) working days from receipt of same, only for conformance with design concept of work and for compliance with information 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 samples 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.

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.
RIGHT-OF-WAY

The Agency will acquire all rights of way, easements and rights of entry as required for this project, with the exception of any storage or staging area or work yard to be used by the Contractor. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for remobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in the lump sum price bid for mobilization and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the Agency, the Contractor shall conduct his operation so as to confine his work to the limits of the existing right-of-way.

SURVEYING

Permanent Survey Markers

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

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

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

Survey Services

The project civil engineer will provide the initial surveying and the initial construction staking required for the construction of this project as the City deems appropriate. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes or control points lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests for construction stakes, line or grade at least 48 hours in advance of the morning of the day the survey is required.

The Contractor shall be responsible for the finished work’s conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish any supplementary benchmarks, elevations, lines and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the Contractor shall be included within the various items of work and no additional compensation will be allowed.
AUTHORITY OF BOARD AND ENGINEER

Whenever the Contract Documents refer to the Engineer or City’s Representative, or provide the Engineer or City’s Representative with power to act on behalf of the City, such reference shall necessarily include the City’s Representative, or his or her authorized designee.

The City Council shall have the power to award the Contract, and shall generally have the final authority to act in all matters affecting the Project. The City’s Representative shall have the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with the instructions of the City’s Representative. The decisions of the City’s Representative shall be final and binding on all questions as to: (1) the quantity, quality and acceptability of materials and equipment furnished and Work performed; (2) the manner of performance and rate of progress of the Work; (3) any and all questions which may arise as to the interpretation of the Plans and Specifications; (4) the acceptable fulfillment of the Contract on the part of the Contractor; (5) any claims and compensation issues; and (6) his authority to enforce and make effective such decisions and actions as the Contractor fails to carry out promptly.

INSPECTION

Whenever the Contractor varies the period during which Work is carried on any day, he shall give adequate notice to the City’s Representative so that proper inspection may be provided. Defective Work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been inspected, accepted or estimated for payment.

The Contractor shall prosecute work on any State highway or within any railroad right of way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any Work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections, and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor’s expense. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the Work under his control. The Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder except in strict compliance with Section 2-3 of the Standard Specifications and state law. In addition, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, either voluntarily or by force of law, except as otherwise provided in Section 7103.5 of the State of California Public Contract Code, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of the Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, this Contract shall be void. No approved transfer shall release the Contractor or any surety of the Contractor of any liability hereunder without the expressed written consent of the City.
102 - CHANGES IN WORK

CHANGES INITIATED BY THE AGENCY

Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

EXTRA WORK

All extra work shall be adjusted daily upon report sheets furnished by the Contractor, prepared by the City’s Representative and signed by both parties. The daily report shall be considered thereafter as the true record of extra work done. New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears in the Bid Forms. The Contractor shall not do any extra work, except upon written order from the City’s Representative.

Payment

Extra work shall be paid for underwritten work order in accordance with the terms therein provided. Generally, payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and the City.

Markup

The following percentages shall be added to the Contractor’s costs and shall constitute the markup for all overhead and profit.

Subcontractors: If a Subcontractor performs some of the extra work, add the following percentages to those portions:

- Changes totaling less than $15,000: 15 %
- Changes totaling $15,000 or more: 10 %

Prime Contractors: For those portions of extra work performed by the Contractor, add the following percentages

- Changes totaling less than $15,000: 15 %
- Changes totaling $15,000 or more: 5 %

Bonding: To the sum of the costs and markups provided for in this Section 3-3.2, add the actual bond costs (not to exceed one percent (1%) of the sum).

EXISTING CONDITIONS

Contractor shall have the sole responsibility for satisfying itself concerning the conditions, nature and location of the Project and the Work to be performed, as well as the general and local conditions. Such conditions shall include, but shall not be limited to, local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local
tax structure, contractors’ licensing requirements, availability of required insurance, and other factors that could in any way affect the Work or the costs thereof. The Contractor is solely responsible for understanding the facilities, difficulties and restrictions that may impact the total and adequate completion of the Project. The failure of the Contractor to acquaint himself with all available information regarding any applicable existing or future conditions shall not relieve him from the responsibility for properly estimating either the difficulties, responsibilities, or costs of fully and adequately performing the Work according to the Contract Documents.

103 - CONTROL OF MATERIALS

It is the intent of the City in drafting the Contract Documents to accept only first class work, materials, parts, equipment and workmanship. All materials, parts and equipment furnished by Contractor for the Work shall be new, high grade, free from defects, of specified kind and fully equal to samples when such samples are required. Used or secondhand materials, parts and equipment may be used only if permitted by the Specifications. When the quality or kind of material or articles required under the Contract are not particularly specified, the Contractor shall provide those representing the best of their class or kind. Quality of Work shall be in strict accordance with generally accepted standards. Material, parts, equipment and Work quality shall be subject to the approval of the City’s Representative. All materials, parts and equipment used and installed, and all details of the Work done, shall at all times be subject to the supervision, test and approval of the City’s Representative. The City’s Representative shall have access to the Work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials, parts and equipment used or employed in the Work. Materials, parts and equipment shall be furnished in such quantities, kinds and at such times as to ensure uninterrupted progress of the Work.

All materials, parts, equipment or Work which are defective in their construction or deficient in any of the requirements of the Contract Documents, whether in place or not, shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction work. Any Work done beyond the lines shown on the Plans or established by the City’s Representative, or any extra work done without written authority, will be considered unauthorized and will not be paid for by the City. Upon Contractor’s failure to comply promptly with any order of the City’s Representative made under the provisions of this Section, the City’s Representative shall have authority to cause such defective or unauthorized Work to be remedied or removed and replaced, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the Work is found to be in compliance with these specifications, the City’s Representative will furnish the Contractor with a certificate to that effect.

Protection of Work and Materials

Contractor shall fully and adequately store and protect all materials, parts and equipment, as required herein. Contractor shall be solely responsible for any and all damages or loss by weather or any other cause to such materials, parts and equipment. The Contractor shall make good any and all damages or loss to materials, parts and equipment.

Until the final written acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance, and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. Notwithstanding the foregoing, Contractor shall not be responsible for restoring damage valued in
excess of five percent (5%) of the Contract Price if such damage was caused by an earthquake measuring over 3.5 on the Richter scale or by a tidal wave, as provided for in Public Contract Code Section 7105. In the case of suspension of Work from any cause whatsoever, the Contractor shall be responsible for all materials and the protection of Work already completed, and shall properly store and protect them, if necessary. Contractor shall provide suitable drainage and erect temporary structures where necessary. Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon City real property. All such materials shall, upon being so attached or so affixed, become the property of the City.

Test of Materials

Contractor shall immediately remove all rejected material from the Work or Site, and shall not again return such material to the Site.

Trade Names or Equals

The burden of proof as to the comparative quality and suitability of alternative equipment or materials shall be on the Contractor. The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. Such data shall include complete calculations, technical specifications, samples, or published documents relating to the performance and physical characteristics of the proposed substitute. The Contractor shall have the material tested as required by the City's Representative to determine that the quality, strength, physical, chemical or other characteristics, including durability, finish, efficiency, dimensions, service and suitability are such that the item will completely and adequately fulfill its intended function.

Removal of Interfering Obstructions

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it being understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

Procedure in Case of Damage to Public Property

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at his own cost, free of all charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid Forms and Specifications and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during his operations), shall be paid to the Contractor at the unit prices submitted in his Bid.

MATERIALS AND WORKMANSHIP

The Agency will provide and pay for inspection and materials testing. The Contractor shall pay for retests and reinspections due to failure to meet specifications.
104 – UTILITIES

LOCATION

The existence and locations of utilities shown on the Plans have been determined by a search of the available records as provided by the respective utility owner. In the event the Contractor encounters underground utilities not shown on the plans, he 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.

Relocate existing utilities at the direction of the Engineer only if utility conflicts cannot be resolved or avoided. Relocation of utilities will be a changed condition only when they are not shown on or are incorrectly depicted on the plans.

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

APPLICABILITY OF STATE LAW; MISCELLANEOUS PROVISIONS

Notwithstanding anything to the contrary, the provisions of Articles 1 and 2 of the California Government Code (Sections 4215 and 4216) are incorporated by reference as if fully set forth herein. In the event of any conflict between the Standard Specifications and Government Code Sections 4215 and 4216, the provisions of Government Code Section 4215 and 4216 shall prevail. Contractor should pay particular attention to the provisions of Section 4215 with regards to the relocation of utilities, the costs thereof, delays caused thereby and the indication of service laterals and appurtenances.

The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property that may be necessary as a result of the Work. Employees of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison's secondary, primary and transition facilities. The term "qualified person" shall mean one who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by all Subcontractors.

105 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The Contractor’s proposed Construction Schedule shall be submitted to the Engineer within five (5) working days after the date of the Notice of Award of Contract and prior to the preconstruction
meeting. 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 respective Contractor to review the proposed Construction Schedule, arrange the utility coordination, discuss construction methods, and clarify inspection procedures. The Notice to Proceed shall be deemed the official Construction Notice to Proceed and will begin the counting of Working Days.

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.

Notwithstanding anything to the contrary herein, the Contractor’s proposed construction schedule should include the expected start and completion dates for all portions of the contract Work. During a scheduling conference between the Contractor and the City’s Representative, the work schedule will be discussed and modified, if necessary, by mutual agreement. Should it become necessary for the City to delay temporarily the construction schedule agreed upon during the scheduling conference, every effort will be made to permit a new construction schedule at the time most convenient to the Contractor, thus permitting the Project to proceed with the shortest intramural movement of the equipment. The Contractor shall notify the City’s Representative in all such cases in order to arrive at a mutually satisfactory schedule.

**SUSPENSION OF WORK**

The situations which will be deemed to be in the City’s interest to suspend the Work shall include, but shall not be limited to, the following: (1) due to unsuitable weather or such other conditions that render the proper prosecution of the Work unfavorable; or (2) when the Contractor or his workmen fail or refuse to carry out orders or to perform any or all of the requirements of the Contract. The Contractor shall immediately comply with any written order from the City’s Representative and shall not resume operations until so ordered in writing.

**DEFAULT BY CONTRACTOR**

The City’s Representative may provide written notice to the Contractor and its surety if, at any time in the sole opinion of the City’s Representative, the Contractor fails or refuses to: (1) begin delivery of material and equipment; (2) commence Work within the time specified; (3) maintain an adequate rate of delivery of material; (4) maintain a Work program which will insure the Agency’s interest; (5) carry out the intent of the Contract; (6) supply an adequate working force, manufactured articles or material of proper quality; or (7) in any other respect prosecute the Work with the diligence and force specified and intended by the terms of the Contact.

If the Contractor or its surety does not fully comply with such notice within five (5) days after receiving it, or fails to continue after starting to comply in good faith, the City may exclude the Contractor and its employees and Subcontractors from the Work, or any portion thereof, and take possession of and use, or cause to be used, all materials, tools and equipment of every description as may be found at the place of such Work. Thereupon, the Contractor and its employees and Subcontractors shall discontinue such Work or such part thereof as the City may designate, and the City may thereupon, by Contract or otherwise, as it may determine, complete the Work or any part thereof. All expenses charged under this paragraph should be deducted and paid for by the City out of any moneys then
due or to become due the Contractor under the Contract. In such accounting, the City shall not be held to obtain the lowest figure for the Work for completing the Contract, or any part thereof, or for insuring its proper completion, but all sums paid therefore shall be charged to the Contractor. In case the expenses so charged are less than a sum that would have been payable under the Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expense shall exceed the amount payable under the Contract, then the Contractor shall pay the amount of the excess to the City upon completion of the Work without further demand being made therefore. In the determination of the question as to whether or not there has been any such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the Contract.

**TIME OF COMPLETION**

The time for completion shall be as set forth in the General Specifications.

*Working Day*

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. During Daylight Savings, work may begin at 6:00 AM. Work shall be prohibited any time on Saturday, Sunday or Agency Holidays unless otherwise allowed and approved by the City Engineer. 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, or to monitor the site for compliance purposes.

Where driveway access is a concern, upon approval of the Engineer, the Contractor may work with hours that the business is closed. There will be no inspection service fees charged for this situation.

Agency offices are officially closed for the following legal holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Actual Date</th>
<th>Date Closed</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>01/01/20</td>
<td>01/01/20</td>
<td>Wednesday</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>01/20/20</td>
<td>01/20/20</td>
<td>Monday</td>
</tr>
<tr>
<td>President's Day</td>
<td>02/17/20</td>
<td>02/17/20</td>
<td>Monday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>05/25/20</td>
<td>5/25/20</td>
<td>Monday</td>
</tr>
<tr>
<td>Independence Day</td>
<td>07/04/20</td>
<td>07/03/20</td>
<td>Friday</td>
</tr>
<tr>
<td>Labor Day</td>
<td>09/02/19</td>
<td>09/02/19</td>
<td>Monday</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>10/14/19</td>
<td>10/14/19</td>
<td>Monday</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>11/11/19</td>
<td>11/11/19</td>
<td>Monday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>11/28/19</td>
<td>11/28/19</td>
<td>Thursday</td>
</tr>
<tr>
<td>Day After Thanksgiving</td>
<td>11/29/19</td>
<td>11/29/19</td>
<td>Friday</td>
</tr>
<tr>
<td>Christmas Eve Day</td>
<td>12/24/19</td>
<td>12/24/19</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>12/25/19</td>
<td>12/25/19</td>
<td>Wednesday</td>
</tr>
</tbody>
</table>

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.
Construction activities during Agency Special Events may be restricted by Agency to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and remobilization shall be deemed as included in the lump sum contract for Traffic Control shown on the bid sheet and no additional compensation will be allowed.

**COMPLETION AND ACCEPTANCE**

The Work will be inspected for acceptance by the City's Representative upon receipt of the Contractor's written assertion that the Work has been completed. If, in the sole discretion of the City's Representative, the Work has been completed and is ready for acceptance, the City's Representative will notify the City Clerk that the Contract has been completed in its entirety. The City's Representative shall request that the City accept the Work and that the City Clerk be authorized to file on behalf of the City in the office of the Riverside County Recorder, a Notice of Completion of the Work. The date of completion shall be the date the Contractor is relieved from responsibility to protect the Work.

The Contractor hereby guarantees that the entire Work constructed by him under the Contract will meet all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements of these Contract Documents, including any test requirements set forth herein for any part of the Work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City's Representative. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his sureties shall be liable to the City for the cost thereof.

The guarantees and agreements set forth herein shall be secured by a surety bond which shall be delivered by the Contractor to the City before the Notice of Completion and acceptance of the Work by the City. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of One Hundred Percent (100%) of the Contract. Said bond shall remain in force for a period of one (1) year after the date of Notice of Completion and acceptance. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the Contract to remain in force and effect for said amount until the expiration of said one (1) year period.

The parties agree that no certificate given, with the exception of the certificate of final payment, shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate of final payment shall not terminate the Contractor's obligations under his warranty herein above. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officials, officers and employees from any and all claims or liability on account of work performed under the Contract or any alteration thereof.
LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City of Indio. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the Agency $2,000. In addition, the City of Indio shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of Indio engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this Contract. The Contractor and his sureties shall be liable for any excess cost.

106 - RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR’S EQUIPMENT AND FACILITIES

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

LABOR

Laws. The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

Notwithstanding anything to the contrary contained herein, Contractor shall comply with the following:

Social Security Requirements. Contractor shall furnish to the City satisfactory evidence that he and all of his Subcontractors are complying with all laws, rules and regulations with respect to Social Security. The Contractor, at any time upon request, shall satisfy the City that all necessary Social Security and other taxes are being properly reported and paid.

Prevailing Wages. Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, Contractor and all Subcontractors shall be required to comply with the provisions of Section 1770 et seq. of the California Labor Code, as discussed in the Notice Inviting Bids. In addition, if this Project involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all Subcontractors under him shall comply with the higher of the state or federal prevailing wage rates.

Eight Hour Work Day. Contractor and all Subcontractors shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the CITY a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution
of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

Apprentices. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Licensing Requirements. Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Contractors shall meet the California Contractor’s license requirements set forth in the Notice Inviting Bids. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and the Bidders shall provide within five (5) Calendar Days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder’s subcontractors, before awarding the Contract.

Non-Discrimination. Contractor shall not discriminate in the employment of persons upon the Contract because of the race, creed, color, national origin, ancestry, nondisqualifying disability, age, medical condition, marital status, sex or other classifications of such persons protected by federal, state and local laws, rules and regulations. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall cause an identical clause to be included in every subcontract for the contract work.

LIABILITY INSURANCE

Indemnification

The Contractor shall indemnify and save harmless the City of Indio, from all claims or suits for damages arising from his prosecution of the Contract work, as more fully described in “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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate products and completed operations</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
</tbody>
</table>
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 as an endorsement:

“Additional Insured”: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards, consultants and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City 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 City.”

The Contractor agrees to protect, defend and indemnify the City of Indio against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his 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 option, may include such coverage under his Public Liability coverage.

**Contractor’s Liability**

The City of Indio, its City Council, Engineer, or Consultant 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 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 at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Indio, its City Council, Engineer, and Consultant 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 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 City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

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

From time to time, during the period of this Contract, the City may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of $250.00 or less. These claims may be resolved informally by City, within City's discretion, and charged back against Contractor by funds held in retention to meet these claims.
The City will appoint a Claims Administrator who will act on behalf of the City and Contractor. The Administrator will recommend to City the resolution of any claim. The Claims Administrator’s recommendation for payment shall be paid by Contractor within 30 days of the date of the recommendation. If Contractor fails to make payment to claimant within 30 days of the Administrator’s decision, the City may make payment to the claimant and withhold, as retention, sufficient funds to reimburse City upon completion of the Contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of that claim.

WORKERS’ COMPENSATION INSURANCE

The workers’ compensation insurance shall be endorsed as provided in “Liability Insurance” under previous section.

PERMITS

Prior to the start of any work, the Contractor shall take out the applicable City of Indio permits and licenses (including a City of Indio Business License) and make arrangements for City of Indio inspections, testing and survey. Requests for inspections, testing or survey shall be made to the City of Indio, as lead Agency, 48 hours in advance of need. The City of Indio will waive the usual encroachment permit fees.

Payment for permits, unless otherwise noted herein, will be paid to the contractor at the actual cost of the permit and no additional compensation will be allowed.

COOPERATION AND COLLATERAL WORK

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Indio, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work.

Payment for the above, if any, shall be deemed as included in the various bid items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

PROJECT SITE MAINTENANCE

Clean-up and Dust Control

Dust control shall conform to provisions in Section 10, “Dust Control”, of the Caltrans Standard Specifications.

The Contractor shall water down the site during periods of high winds as directed by the Engineer, including periods when the work is not actually in progress. Failure to respond to a directive to water the site in a prompt manner will result in the City making other arrangements to have this
item of work done and the costs billed to the Contractor, or it shall be paid for by the Contractor as a deduction from his contract.

All public roadways used as haul routes must be cleaned daily of all dirt, mud and debris deposited on them as a result of construction. Cleaning is to be done to the satisfaction of the City Engineer. Payment for daily cleaning of all dirt, mud, and debris deposited on public roadways as a result of construction shall be included in the various items of work and no additional compensation will be allowed.

Dust generated by traffic, Contractor’s operations, or wind are all included in the definition of “dust”

In order to reduce PM10 emissions to the maximum extent feasible, the Contractor shall:

- Moisten soil not more than fifteen (15) minutes prior to moving soil and three (3) times a day, or four (4) times a day under windy conditions, in order to maintain soil moisture of twelve (12) percent.
- On the last day of active operations prior to a weekend holiday, or any other period when active operations will not occur for four (4) or more days, apply water with a chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months.
- Apply chemical stabilizers to disturbed areas (completed grading areas) within five (5) days of completing grading or apply dust suppressants or vegetation sufficient to maintain a stabilized surface for one year.
- Water debris or soil piles hourly or cover with temporary coverings.
- Water exposed surfaces not undergoing active grading at least twice a day under calm conditions, and as often as needed on windy or extremely dry days.
- Wash mud covered tires and under carriages of trucks leaving construction sites.
- Provide for street sweeping, as needed, to remove dirt from roadways left behind by vehicles leaving project site.
- Cease grading, cleaning, earthmoving, or excavation operations during periods when winds exceed 25 miles per hour. The Contractor shall maintain contact with a meteorologist for current information about average wind speeds.

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Payment for maintaining dust control and air contaminants within the project area shall be included in the contract prices paid for related items of work, and no additional compensation will be allowed therefore.

The compensation paid for clean up and dust control shall include, but not be limited to maintaining dust control and air contaminants within the project area, watering site as needed to control dust during project duration, street sweeping as needed to control dust and maintain clean public roadways and shall be full compensation for all costs incurred by the Contractor for performing all the work involved in performing dust control and clean up measures as specified herein.

PUBLIC CONVENIENCE AND SAFETY
Traffic and Access/Traffic Control

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

Storage of Equipment and Materials in Public Streets

The Contractor may, at his 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 is 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 operations and shall repair and/or replace same, at his 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 accepting 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.

Street Closures, Detours, Barricades

It shall be the Contractor’s responsibility to furnish detailed detour and traffic control plans for Agency approval. The plans shall be prepared and signed by a registered civil or traffic engineer. The Contractor shall submit detailed drawings of the proposed traffic control plans to the Engineer for approval prior to the commencement of work. All traffic control devices, flaggers, labor and materials shall be included. The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of two weeks prior to the start of construction.

The Contractor shall be responsible for providing temporary access to all driveways during the construction each work day.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the California Manual on Uniform Traffic Control Devices (MUTCD) latest edition.
Special emphasis shall be placed on use of “CONSTRUCTION ZONE AHEAD” (C18R) signs at the beginning, end, and any access and/or intersection streets with roads under construction.

Glue down and portable delineators shall be placed as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed fifty feet (50’) on tangents, twenty-five feet (25’) on tapers or twenty-five feet (25’) on curves except, when used for lane closure, and ten (10’) across from a driveway, unless otherwise required by the City Traffic Engineer.

If the traffic cones or portable delineators are damaged, displaced or not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current “Instructions to Flagmen,” of Caltrans. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

The Contractor shall furnish added construction personnel (flagmen) in locations like schools and local businesses to ensure pedestrian safety.

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.

The Contractor shall also be required to post “Temporary No Parking” signs during each working day, forty-eight (48) hours in advance.

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
2. Police Department
3. Schools and School Bus Organizations
4. Trash Collectors
5. Local Businesses and Residences in the vicinity of Project Area
6. United States Post Office
7. Sunline Bus Service

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. Signs which need not be maintained during construction or permanently relocated shall be salvaged to the Agency.
Additional traffic control requirements are shown on the plans and are to be considered as part of these specifications.

Full compensation for conforming to this article shall be considered as included in the Bid Price for Traffic Control and no additional compensation shall be allowed.

Safety Orders

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

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor’s responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

In accordance with Section 7104 of the Public Contract code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

   (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

   (2) Subsurface or latent physical conditions at the site differing from those indicated.

   (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the Contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.
(c) That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

PATENT FEES OR ROYALTIES

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the work, and shall defend, indemnify and hold harmless the City, its officials, officers, agents and employees from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and pending federal, state and local laws, rules and regulations which in any manner may affect those employed in the Work, the material used in the Work, the conduct of the Work, as well as all orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relation to the obstruction of streets or conduct of the Work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic. The Contractor shall at all times comply with such laws, rules and regulations.

CERTIFIED PAYROLL RECORDS

Certified payroll records shall be submitted to the Department of Industrial Relations via their online system; it is the Contractor’s responsibility to register and submit records in accordance with DIR regulations. Progress payments will be withheld pending receipt of any outstanding reports.

107 - MEASUREMENT AND PAYMENT

PAYMENT

Partial and Final Payment

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions.

Partial payments, except the final payment, shall not be made for periods of less than one month. To claim a partial payment on the amount due or the final payment itself, the Contractor shall obtain approval of measurement of quantity of work completed from the Engineer, or his designated representative, and shall prepare an invoice showing bid items, unit bid price, quantity
completed, quantity previously paid, total quantity as of the date of invoice, amount claimed on the invoice, previous payment, amount to be retained, and the Contract amount. The Contractor may substitute securities in lieu of retention as permitted by the provisions of the Standard Specifications. The amount to be retained by the City shall be 10% of the work completed as of the date of the payment request. The invoice shall be submitted to the Engineer by the first Monday of the month, showing the total amount of work done, including extra work and force account work performed to date.

The final payment shall be the entire sum found to be due the Contractor after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final payment of the retention amount to the Contractor shall be made thirty-five (35) days from the date of the recording of the Notice of Completion of the work after it is accepted by the City and shall be made on a duly certified voucher therefore, except as State Law may permit Contractor to receive said final payment prior to said thirty-five (35) day period after acceptance of work by the City.

It is mutually agreed among the parties to the Contract that no certificate given or payment made under the Contract, except the final certificate of final payment, shall be conclusive evidence of full or substantial performance of this Contract; no payment shall be construed to be an acceptance of any defective work or improper material.

Unless a written notice of protest disagreeing with the approved final payment and a notice of intention of additional claims is filed with the Engineer prior to the acceptance of the final payment, the acceptance of the final payment by the Contractor shall release the City, the City Council, and the Engineer from any and all claims or liabilities on account of work performed by the Contractor under the Contract or any alternations thereof.

**SUBSTITUTION OF SECURITIES**

In conformance with the State of California Public Contract Code 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 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 have no obligation to any other construction contract for substitution of securities in lieu of retention. 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 to 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 Contract obligations.
The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full ten percent (10%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

Delivered Materials

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 City Engineer.

Mobilization

Mobilization shall include, but not be limited to, permit costs and any 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; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various Contract items on the project site. Mobilization is deemed to include all aspects of de-mobilization work occurring at project completion.

The compensation paid for mobilization shall be included in the contract lump sum price bid for mobilization and related items of work included in the Contract, and shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. When the monthly progress payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the total contract price, the total amount earned for mobilization shall be 50 percent of the Contract Unit Price for mobilization, and said amount will be included in said estimate for payment. When the monthly progress payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent or more of the Contract Price, the total amount earned for mobilization shall be 100 percent of the Contract Unit Price for mobilization, and said amount will be included in said estimate for payment.

Miscellaneous Removals and Relocations and Pot-holing

Miscellaneous Removals and Relocations and Pot-holing shall include all the work involved in the removal and relocating of items, utility pot-holing, as shown on the plans, as specified in these specifications, as needed for the construction of the improvements, and as directed by the Engineer that is not contained in another bid item.

The compensation paid for Miscellaneous Removals and Relocations and pot-holing shall include full compensation for all materials, equipment, tools, and incidentals, and for doing all the work necessary to complete Miscellaneous Removals and Relocations and pot-holing, as shown on the plans, as specified in the specifications, and as directed by the Engineer, that is not contained in another bid item and no additional compensation shall be allowed therefore.
SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Demolition and removal of selected site elements.

1.3 DEFINITIONS
   A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
   B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
   C. Existing to Remain/Protect in Place: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP
   A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS
   A. Pre demolition Conference: Conduct conference at each project site.
      1. Inspect and discuss condition of construction to be selectively demolished.
      2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
      3. Review areas where existing construction is to remain and requires protection.
1.7 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.

1.8 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged if any.

1.9 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify City of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify City. Hazardous materials will be removed under a separate contract.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.10 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with City's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing conditions provided by City. City does not guarantee that existing conditions are same as those indicated in Project Record Documents.
   1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
   2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of site.
   2. Protect existing work that are to remain or that are exposed during selective demolition operations.
   3. Cover and protect furnishings, and equipment that have not been removed.

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Proceed with selective demolition systematically.
   2. Neatly cut square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
   3. Dispose of demolished items and materials promptly.
B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Protect items from damage during transport and storage.
   3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by City, items may be removed to a suitable, protected storage location during selective demolition, cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS
A. Remove demolition waste materials from Project site and recycle or legally dispose of them.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.6 CLEANING
A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7 SELECTIVE DEMOLITION SCHEDULE
A. Remove: Refer to plans
B. Existing to Remain: Landscaping and irrigation noted on plans.

END OF SECTION 024119
SECTION 131200 – WATER FEATURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes general requirements for replacement of water feature elements at locations indicated on the Drawings.

1.3 RELATED WORK
   A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that relate directly to work of this Section include, but are not limited to:
      1. Section 024119, Selective demolition

1.4 SUBMITTALS
   A. Product Data: Submit manufacturer’s printed product data, specifications, standard details, installation instructions, use limitations and recommendations of each piece of equipment, system and material used.
   B. Shop Drawings: Provide shop drawings for fabrication, installation and erection of all parts of the work. Provide plans, elevations and details of anchorages, connections, and accessory items. Show all interfaces and relationships to work of other trades.

1.5 QUALITY ASSURANCE
   A. Installer: A firm with five (5) years’ experience in design and construction of water features.
   B. Source: Provide water feature equipment from a single qualified manufacturer to ensure a single source of responsibility for interrelated components.
1.6 WARRANTY
   A. 3 year limited warranty on all mechanical and electrical components.

PART 2 - PRODUCTS

2.1 WATERFEATURE COMPONENTS
   A. Refer to plans

END OF SECTION 131200
SECTION 321816.13 - PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Unitary, seamless surfacing.
      2. Organic loose-fill surfacing.

1.3 DEFINITIONS
   A. Definitions in ASTM F 2223 apply to Work of this Section.
   B. Critical Height: Standard measure of shock attenuation according to ASTM F 2223; same as "critical fall height" in ASTM F 1292. According to ASTM F 1292, this approximates "the maximum fall height from which a life-threatening head injury would not be expected to occur."
   C. SBR: Styrene-butadiene rubber.
   D. Unitary Surfacing: A protective surfacing of one or more material components bound together to form a continuous surface; same as "unitary system" in ASTM F 2223.

1.4 ACTION SUBMITTALS
   A. Product Data: For each type of product.
   B. Shop Drawings: For each type of protective surfacing.
      1. Include plans, sections, placement and penetration details, and attachment to substrates.
      2. Include accessories and edge terminations.
      3. Include patterns made by varying colors of surfacing.
      4. Include fall heights and use zones for equipment and structures specified in Section 116800 "Play Field Equipment and Structures," coordinated with the critical heights for protective surfacing.
   C. Samples for Initial Selection: For each type of exposed finish.
      1. Include Samples of accessories involving color selection.
D. Samples for Verification: For each type of protective surfacing and exposed finish.
   1. Include Samples of accessories to verify color and finish selection.
   2. Unitary, Seamless Surfacing: Minimum 6 by 6 inches.
   3. Loose-Fill Surfacing: Minimum 1 quart.

E. Product Schedule: For protective surfacing.

1.5 INFORMATIONAL SUBMITTALS
A. Qualification Data: For Installer and testing agency.
B. Material Certificates: For each type of loose-fill surfacing.
C. Product Certificates: For each type of unitary surfacing product.
D. Field quality-control reports.
E. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS
A. Maintenance Data: For playground protective surfacing to include in maintenance manuals.

1.7 QUALITY ASSURANCE
A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
B. Mockups: Build mockups to verify selections made under Sample submittals and to set quality standards for materials and execution.
   1. Build mockups for protective surfacing including accessories.
   2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
   3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 WARRANTY
A. Special Warranty: Manufacturer and Installer agree to repair or replace components of protective surfacing that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
   a. Reduction in impact attenuation as measured by reduction of critical fall height.
   b. Deterioration of protective surfacing and other materials beyond normal weathering.

2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain protective surfacing materials, including loose-fill accessories, from single source from single manufacturer.

   1. Provide geosynthetic accessories of each type from source recommended by manufacturer of protective surfacing materials.

2.2 PERFORMANCE REQUIREMENTS

A. Impact Attenuation: Critical fall height tested according to ASTM F 1292.

B. Accessibility Standard: Minimum surfacing performance according to ASTM F 1951.

2.3 UNITARY, DUAL-DENSITY, SEAMLESS SURFACING

A. Description: Manufacturer's standard, site-mixed and applied, two-layer material with wearing layer over cushioning layer, with combined, overall thickness as required, tested for impact attenuation according to ASTM F 1292 and for accessibility according to ASTM F 1951.

   1. Wearing Layer: Formulation of EPDM rubber, binder, and other organic and inorganic components.
   2. Cushioning Layer: Formulation of SBR particles and binder.
   3. Binder: Weather-resistant, UV-stabilized, flexible, nonhardening, 100 percent solids aliphatic urethane system.
   4. Lacquer Topcoat: Manufacturer's 10 year-based formulation.
   5. Critical Height: As required by Certified Playground Inspector.
   6. Overall Thickness: As required by Certified playground inspector.
   7. Primer/Adhesive: Manufacturer's standard primer and weather-resistant, moisture-cured 10 year–based formulation suitable for unit, substrate, and location.
   8. Wearing Layer Color(s): Per plans

      a. Design: Where colored pattern is required, provide as indicated on Drawings.

B. Leveling and Patching Material: Portland cement-based grout or epoxy- or polyurethane-based formulation suitable for exterior use and approved by protective surfacing manufacturer.
2.4 ORGANIC LOOSE-FILL SURFACING

A. Engineered Wood Fiber: ASTM F 2075; containing no bark, leaves, twigs, or foreign or toxic materials; tested for accessibility according to ASTM F 1951.
   1. Critical Height: As required by Certified Playground Inspector.
   2. Uncompressed Material Depth: Not less than as required for critical height.

B. Drainage/Separation Geotextile: Nonwoven, needle-punched geotextile, manufactured for drainage applications and made from polyolefins or polyesters; with the following minimum properties:
   1. Weight: 4 oz./sq. yd. ASTM D 5261.
   2. Water Flow Rate: 100 gpm/sq. ft. according to ASTM D 4491 Retain "Weed-Control Barrier" Paragraph below if required under loose fill; revise to suit Project.

C. Weed-Control Barrier: Composite fabric geotextile consisting of woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, weighing not less than 4.8 oz./sq. yd.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade elevations, slope, and drainage and for other conditions affecting performance of the Work.
   1. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

B. Hard-Surface Substrates: Verify that substrates are satisfactory for unitary, protective surfacing installation and that substrate surfaces are dry, cured, and uniformly sloped to drain within recommended tolerances according to protective surfacing manufacturer's written requirements for cross-section profile.
   1. Asphalt Substrates: Verify that substrates are dry, sufficiently cured to bond with adhesive, and free from surface defects, dust, dirt, loose particles, grease, oil, and other contaminants incompatible with protective surfacing or that may interfere with adhesive bond.
   2. Concrete Substrates: Verify that substrates are dry and free from surface defects, laitance, glaze, efflorescence, curing compounds, form-release agents, hardeners, dust, dirt, loose particles, grease, oil, and other contaminants incompatible with protective surfacing or that may interfere with adhesive bond. Determine adhesion, dryness, and acidity characteristics by performing procedures recommended in writing by protective surfacing manufacturer.

C. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION
A. Prepare substrates to receive surfacing products according to protective surfacing manufacturer's written instructions.

B. Hard-Surface Substrates: Clean surface free of laitance, efflorescence, curing compounds, and other contaminants incompatible with protective surfacing.
   1. Repair: Fill holes and depressions in unsatisfactory surfaces with leveling and patching material.
   2. Treatment: Mechanically abrade or otherwise prepare concrete substrates according to protective surfacing manufacturer's written instructions to achieve adequate roughness.
   4. Treat control joints and other nonmoving substrate cracks to prevent telegraphing through protective surfacing.

3.3 INSTALLATION OF GEOSYNTHETIC ACCESSORIES
A. Install geosynthetic accessories before edging and according to playground surface system manufacturer's and geosynthetic manufacturer's written instructions and in a manner that cannot become a tripping hazard.
   1. Drainage/Separation Geotextile: Completely cover area beneath protective surfacing, overlapping geotextile sides and edges a minimum of 4 inches.
   2. Weed-Control Barrier: Completely cover area beneath loose-fill installation, overlapping barrier edges a minimum of 4 inches.

3.4 INSTALLATION OF SEAMLESS SURFACING
A. Mix and apply components of seamless surfacing according to manufacturer's written instructions to produce uniform, monolithic, and impact-attenuating protective surfacing of required overall thickness.
   1. Substrate Primer: Apply over prepared substrate at manufacturer's standard spreading rate for type of substrate.
   2. Poured Cushioning Layer: Spread evenly over primed substrate to form a uniform layer applied at manufacturer's standard spreading rate in one continuous operation, with a minimum of cold joints.
   3. Intercoat Primer: Over cured cushioning layer, apply primer at manufacturer's standard spreading rate.
   4. Wearing Layer: Spread over primed base course to form a uniform layer applied at manufacturer's standard spreading rate in one continuous operation and, except where color changes, provide cold joints. Finish surface to produce manufacturer's standard wearing-surface texture.
      a. Design: Where colored pattern is required, place colored, design material as soon as previously placed material is sufficiently cured, using primer or adhesive if required by manufacturer's written instructions.
5. Lacquer Topcoat: Spray or roller applied at manufacturer's standard coating rate in one continuous operation.
6. Edge Treatment: Fully adhere edges to substrate with full coverage of substrate. Maintain fully cushioned thickness required to comply with performance requirements.

3.5 INSTALLATION OF LOOSE-FILL SURFACING

A. Apply components of loose-fill surfacing according to manufacturer's written instructions to produce a uniform surface.
B. Loose Fill: Place loose-fill materials to required depth after installation of playground equipment support posts and foundations. Include manufacturer's recommended amount of additional material to offset natural compaction over time.
C. Grading: Uniformly grade loose fill to an even surface free from irregularities.
D. Compaction: After initial grading, mechanically compact loose fill before finish grading.
E. Finish Grading: Hand rake to a uniformly smooth finished surface and to required elevations.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests.
B. Perform the following tests with the assistance of a factory-authorized service representative:
   1. Perform "Installed Surface Performance Test" according to ASTM F 1292 for each protective surfacing type and thickness in each playground area.
C. Playground protective surfacing will be considered defective if it does not pass tests.
D. Prepare test reports.

3.7 PROTECTION

A. Prevent traffic over seamless surfacing for not less than 48 hours after installation.

END OF SECTION 321816.13
APPENDIX II

WATER PLAY REPLACEMENT PART LISTING AND ORIGINAL SPLASH PAD DRAWINGS

REFERENCE USE ONLY
**Park Renovation Projects**  
**City Project Number: PK1707**

**GENERAL:**

1. A list per park of the items that need to be replaced for Water Play Restoration, Contractor will need to visit each site to determine any additional repairs that may be needed (see below).

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Part</th>
<th>Part Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Cahuilla Park</strong></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>RVS-075G-KIT</td>
<td>Fountain People - Repair Kit, 3/4” and 1” aka KTGOW3KV19</td>
</tr>
<tr>
<td>1</td>
<td>DSC-8-16</td>
<td>Fountain People - UL-Listed Controller with 1 module for 8 hard-wired inputs, 2 modules for 16 wired 24VAC outputs, mounted in a NEMA 4X Enclosure with Lockable Hasp</td>
</tr>
<tr>
<td></td>
<td><strong>Miles Avenue Park</strong></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>RVS-075G-KIT</td>
<td>Fountain People - Repair Kit, 3/4” and 1” aka KTGOW3KV19</td>
</tr>
<tr>
<td>1</td>
<td>W006C-B</td>
<td>Fountain People - Aqua Arch™, Water Conserving Balance Assembly Only</td>
</tr>
<tr>
<td>3</td>
<td>W036C-B</td>
<td>Fountain People - Baby Long Legs™, Water Conserving Balance Assembly Only</td>
</tr>
<tr>
<td>2</td>
<td>W093-B</td>
<td>Fountain People - Water Weave™, Balance Assembly Only</td>
</tr>
<tr>
<td>6</td>
<td>15-0407</td>
<td>Fountain People - Nozzle, Misting, BDM Series features a Yellow Nylon Inlet Body aka Cool Stick Nozzle Curvy Cool Nozzle Spray Way Nozzle Water Wicket Nozzle</td>
</tr>
<tr>
<td>40</td>
<td>15-9068</td>
<td>Fountain People - Screw, Machine 1/4-20 x 1” Button Head, Socket Pin, 18-8 SS</td>
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<td>RVS-075G-KIT</td>
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<td>W004C-B</td>
<td>Fountain People - Daddy Long Legs™, Water Conserving Balance Assembly</td>
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<td>Fountain People - Cloud 9™ Balance Assembly Only</td>
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<td>Fountain People - Simple Spray II™, Balance Assembly only</td>
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<td>W017-W</td>
<td>Fountain People - Wireless Launch Pad™ (Surface Mounted)</td>
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**NOTES:**
1. This drawing is diagrammatic in nature. Locations recommended for play components and drains are approximate. Piping and conduit runs are schematic. Job conditions and local codes must determine final routing.
2. Piping and conduit are by installer.
3. Pipe sizes assume a maximum 100' run from the solenoid valve to the play component. Longer runs should be evaluated for possible friction loss.
4. Symbol "*" indicates that the tee must be placed in the center of the piping run to ensure balanced flow.
5. Wet deck area must be poured and formed so that water shed are slopes toward drains (2% minimum slope).
NOTES:
1. This drawing is diagrammatic in nature. Locations recommended for play components and drains are approximate. Piping and conduit runs are schematic.
2. Job conditions and local codes must determine final routing.
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