CITY OF INDIOPAVEMENT MANAGEMENT PROJECT

CITY PROJECT NO.: ST2002

BIDS DUE:
MARCH 5, 2020 AT 3:00 PM

Approved By:

[Signature]

JUAN RAYA, PE. CITY ENGINEER
CITY OF INDIOPUBLIC WORKS
Project Overview Sheet
City of Indio

PAVEMENT MANAGEMENT PROJECT
CITY PROJECT NO.: ST2002

Engineer’s Cost Estimate: $500,000

Time for Completion: 30 Working Days

Liquidated Damages: $500 / Per Calendar Day

Bid Opening Date: March 5, 2020 at 3:00 P.M.
City Hall Large Conference Room
City of Indio
100 Civic Center Mall
Indio, CA 92201

Anticipated Award Date: March 18, 2020*

Anticipated Construction Start Date: May 1, 2020*

Requests for Information: Questions must be in writing and submitted by February 26, 2020 at 3:00 P.M.
(E-mail: tcechin@indio.org)
(Subject Line: “ST2002 PMP Bid Question”)

Required Contractor License: Class "A" General Engineering Contractor’s License

Contact Person to Obtain Bid Package: Gloria Hernandez, (760) 391-4017
(ghernandez@indio.org)

Contact Person for Technical Information: Terry Cechin, (760) 391-4017
(tcechin@indio.org)

Cost of Specifications: $35.00 + $15.00 mailing fee

* These dates are subject to change.
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NOTICE INVITING BIDS
FOR
PAVEMENT MANAGEMENT PROJECT [the “Project”]

City Project Number:  ST2002

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 Clerk’s office, City Hall, 100 Civic Center Mall, Indio, California 92201 up to 3:00 p.m. on Thursday, March 5, 2020, 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 City Clerk 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.

The Project will consist of repaving four (4) separate street segments. Work will include grinding and removing existing asphalt and replacing the removed asphalt to prior grade, protecting manholes and valves, replacing existing striping, NPDES and AQMD compliance, and traffic control and resident/business notifications. An allowance has been included to perform any minor required concrete work that may be needed that is found during the course of construction.

OBTAINING BID DOCUMENTS. Bidders may view a copy of the Specifications and other Contract Documents at Indio City Hall. Potential Bidders may also obtain the Contract Documents for the Project at Indio City Hall, 100 Civic Center Mall, Indio, California 92201 for a non-refundable fee of $35.00 per set, or $50.00 per set, if mailed. The City must receive payment before the Contract Documents will be provided.

Please contact Gloria Hernandez with the City of Indio to obtain bid packages at (760) 391-4017, or at g hernandez@indio.org.

FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall supply the Engineer with a facsimile number and email address to facilitate transmission of Addenda and other information related to these Contract Documents. If the Addenda and other information are emailed, the City shall also send all documents by facsimile or U.S. Mail. 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 City Clerk, 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 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.
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: Juan Raya, PE
City Engineer
City of Indio

Date: 2/6/20
City of Indio

INSTRUCTIONS TO BIDDERS
For
PAVEMENT MANAGEMENT PROJECT
CITY PROJECT NO.: ST2002

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 plainly marked on the outside,

SEALED BID FOR
PAVEMENT MANAGEMENT PROJECT
CITY PROJECT NO.: ST2002

**DO NOT OPEN WITH REGULAR MAIL**

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 clock located at the City Clerk’s office. 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.

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

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

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 City Clerk 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.

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

**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 Bid 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.

**REQUESTS FOR INFORMATION:** All Requests for Information (RFIs) shall be submitted before 3:00 P.M. February 26, 2020. RFIs must be submitted in writing and shall be emailed to the Project Manager, Terry Cechin at tcechin@indio.org, with labeled subject line as “ST2002 PMP Bid Question”.

**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 by attaching the completed and signed Addenda Acknowledgment Form. 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.

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

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.
TRENCHING. If the Project involves the construction of a pipeline, Sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. 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.

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.). Contractor shall self-perform not less than fifty percent (50%) of the Work, as determined by the percentage of Work to be performed by listed Subcontractors.

ADDITIVE OR DEDUCTIVE ITEMS. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined by the lowest base bid amount, without consideration of the prices on the additive or deductive items.

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.

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

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

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

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.
The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

**WORKER’S COMPENSATION CERTIFICATE.** Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

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

**CLAYTON ACT AND CARTWRIGHT ACT:** In accordance with Section 7103 of the Public Contract Code and State Government Code 4551, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**SUBLETTING AND SUBCONTRACTING:** Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor’s total bid or $10,000, whichever is greater. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the Agency’s intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

**SUBSTITUTION OF SECURITIES:** In conformance with the State of California Government Code, Chapter 13, Section 4590, 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, securities equivalent to the amount withheld shall be deposited with the City, or with a State or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by City of Contractor’s satisfactory completion of the Contract.
The type of securities deposited and the method of release shall be approved by the City Attorney's office.
## 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 Non-collusion 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.
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, 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:

Instructions for bid items found in Technical Specs.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICES</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization (5% maximum of Total Bid Price)</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<tr>
<td>2.</td>
<td>Temporary Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<td>3.</td>
<td>Notifications</td>
<td>EACH</td>
<td>4</td>
<td>$</td>
<td>$</td>
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<td>4.</td>
<td>NPDES/AQMD</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Grind and Remove 2” Paving</td>
<td>SF</td>
<td>182,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Construct 2” Hot Mix Asphalt</td>
<td>TON</td>
<td>2,184</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Overage/Dig Out</td>
<td>TON</td>
<td>225</td>
<td>$</td>
<td>$</td>
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<td>8.</td>
<td>Signing/Striping</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
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<tr>
<td>9.</td>
<td>Concrete Repairs</td>
<td>LS</td>
<td>1</td>
<td>$125,000</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

TOTAL BID AMOUNT $ __________
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

TOTAL BID PRICE IN DIGITS: $______________________________

TOTAL BID PRICE IN WORDS: ____________________________________________

__________________________________________________________
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: _______________________

City Project: ST2002
City of Indio Public Works
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: $____________

B-8
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.).

___________________________________________________________________________

___________________________________________________________________________

City Project: ST2002  
City of Indio Public Works
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 6 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.

__________________________________________________________________________________

__________________________________________________________________________________
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 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>
</tr>
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</tbody>
</table>

* 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>2019</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
<th>2015</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of contracts</td>
<td></td>
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<tr>
<td>Total dollar amount of contracts (in thousands of dollars)</td>
<td></td>
<td></td>
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<tr>
<td>Number of fatalities</td>
<td></td>
<td></td>
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<tr>
<td>Number of lost workday cases</td>
<td></td>
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<tr>
<td>Number of lost workday cases involving permanent transfer to another job or termination of employment</td>
<td></td>
<td></td>
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</tr>
</tbody>
</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: ____________________________________________
Title: ____________________________________________
Date: ____________________________________________

Signature: ____________________________________________
Title: ____________________________________________
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”

____________________________________

By: ________________________________
Its: ________________________________

“Surety”

____________________________________

By: ________________________________
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.
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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<tbody>
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</tbody>
</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
PAVEMENT MANAGEMENT PROJECT
CITY PROJECT NUMBER: ST2002

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 ST 2002 Pavement Management Project ("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: ______________________________
PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor)

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 _______________________________ Dollars ($__________), 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 hereinabove 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”

________________________________________

________________________________________

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.
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Indio ("Public Agency"), has awarded to ______________________
______________________________ ("Principal")

(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
   100 Civic Center Mall
   Indio, California 92201

   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>

   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
100 Civic Center Mall
Indio, California 92201

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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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
- □ Owners/Landlords/Tenants
- □ Manufactures/Contractors
- □ 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.: (_____)________________
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
   100 Civic Center Mall
   Indio, California 92201

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 COVERAGES 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:

- □ 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)
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  
   100 Civic Center Mall  
   Indio, California 92201

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

11. Applicable underlying coverages:

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<tr>
<th>INSURANCE COMPANY</th>
<th>POLICY NUMBER</th>
<th>AMOUNT</th>
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</tbody>
</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 ________.
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 1 (One) Million dollars ($1,000,000), naming the City as a co-insured

____ Automobile insurance certificate in the amount of 1 (One) Million dollars ($1,000,000), naming the City as a co-insured

____ General aggregate insurance certificate in the amount of 2 (Two) Million dollars ($2,000,000), 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.

Supplementary to the Standard Specifications, as defined in the Notice Inviting Bids, some Work described herein shall be done in accordance with the Standard Specifications published by the California Department of Transportation. The specific edition will be as specified in the item of work that requires the use of these supplemental specifications. The Standard Specifications published by the California Department of Transportation shall hereinafter be referred to as “Caltrans Standard Specifications” or “State Standard Specifications”. Similarly, the Standard Plans as published by the California Department of Transportation shall hereinafter be referred to as “Caltrans Standard Plans” or “State Standard Plans”. The Caltrans Standard Specifications and Plans can be found online at dot.ca.gov under the Division of Engineering Services Office Engineer website.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions and Special Provisions are compatible with the numbering in the Standard Specifications. The numbering of sections in the Technical Specifications is compatible with the numbering of the Bid Schedule.

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.

Caltrans – California Department of Transportation

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 City 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>
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<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>
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</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.
2-1 AWARD AND EXECUTION OF CONTRACT [Replace with the following]:

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following Contract Documents to the Agency, as described in the Checklist for Execution of Contract:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Liability, Auto, and General Aggregate Insurance Certificates
- Additional Insured Endorsements for General, Auto, and Excess Liability
- 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 City until executed by the authorized City officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so.

2-2 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 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 Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Specifications 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.
10. Technical Specifications

2-5.3 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 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 ten (10) 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.

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.

At this time there have been no subsurface investigations of the project sites.

2-8 RIGHT OF WAY

The City 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 City, the Contractor shall conduct his operation so as to confine his work to the limits of the existing right-of-way.

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.

Contractor is to replace pavement to grade ensuring proper transitions to manholes and valves and allowing for drainage.

2-9.1 Permanent Survey Markers [Add the following]:

The contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above required 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 requirements.

Any ties, monuments and bench marks disturbed during construction shall be reset by a Licensed Land Surveyor per City 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. **No Permanent Survey Markers are assumed with this project.**

2-9.2 Survey Services [Replace the first two paragraphs with the following]:

Any and all structures, signs, poles proposed to be removed and or replaced shall be surveyed by a California Licensed Land Surveyor in good standing with the State of California. Survey information shall be submitted to the Engineer for approval prior to demolition. The surveyor shall provide construction staking required for the construction of this project. 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 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.

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.

The City pays for Extra Work based on one or a combination of the following:
1. Agreed Price
2. Force Account

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 delay costs, overhead costs, insurance, 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:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Imperial Irrigation District (IID)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(760) 339-9593</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Records Management</td>
</tr>
</tbody>
</table>
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.

The schedule shall be generated using Microsoft Project or an approved substitute. The schedule shall be broken down into activities with durations each less than two weeks. No more than 15% of the activities may be on the critical path (controlling operation) of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable. 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.

On a biweekly basis, the Contractor shall submit an updated schedule reflecting the work progress for the previous two weeks. If, at any time, the updated schedule shows project completion ten or more working days behind schedule, the Contractor will be required to submit a recovery schedule showing how the original completion date will be met. After the recovery schedule has been found to be acceptable by the Engineer, it will be used to govern work until the original schedule is recovered.

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. Prior to official Notice to Proceed, the Contractor will need to have a City approved Construction & Demolition Debris Management Plan.

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

6-1.1.1 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 and businesses 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 shall begin work on the date stated in the Notice to Proceed. The City shall endeavor to issue the Notice to Proceed as soon as practical following execution of the contract.

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.

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.

6-7.2 Working Day

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

<table>
<thead>
<tr>
<th>Day</th>
<th>Pacific Standard Time</th>
<th>Pacific Daylight Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday through Friday</td>
<td>7:00 AM – 6:00 PM</td>
<td>6:00 AM – 6:00 PM</td>
</tr>
<tr>
<td>Saturday</td>
<td>8:00 AM – 6:00 PM</td>
<td>7:00 AM – 6:00 PM</td>
</tr>
<tr>
<td>Sunday</td>
<td>9:00 AM – 5:00 PM</td>
<td>9:00 AM – 5:00 PM</td>
</tr>
<tr>
<td>Government Holidays</td>
<td>9:00 AM – 5:00 PM</td>
<td>9:00 AM – 5:00 PM</td>
</tr>
</tbody>
</table>

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.

Agency offices are officially closed for the following legal holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Years Day</td>
</tr>
<tr>
<td>Martin Luther King</td>
</tr>
<tr>
<td>President’s Day</td>
</tr>
<tr>
<td>Memorial Day</td>
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<tr>
<td>Independence Day</td>
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<tr>
<td>Labor Day</td>
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<tr>
<td>Columbus Day</td>
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<tr>
<td>Veteran’s Day</td>
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<tr>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>After Thanksgiving</td>
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<tr>
<td>Christmas Eve Day</td>
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<tr>
<td>Christmas Day</td>
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<tr>
<td>New Year’s Eve Day</td>
</tr>
<tr>
<td>New Year’s Day</td>
</tr>
</tbody>
</table>

Due to the Holiday occurring on a week-end, or other reason, the actual day off may not match the actual date listed above. These will be addressed during construction. 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. In addition, workdays in excess of 8 hours/day will be charged against 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 the 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.

6-8  COMPLETION, ACCEPTANCE AND WARRANTY

The Contractor shall complete all Work under the Contract within Thirty (30) 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 $500 per day per work area for each and every calendar day delay in finishing the work. Work in each separate area is to be completed in a continuous process, but work between areas may have an agreed to time separation.

If contract time has expired, and contract work continues past that date, liquidated damages shall be deducted from subsequent payment requests from the contractor on a monthly basis until substantial completion.

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.
Liquidated damages shall start to accrue against the Contractor if the project is not complete by the calculated contract end date, which shall include any contract time extensions approved by the City of Indio and the Contractor. All work, including all punch list items shall be completed by the end of the calculated contract end date. Liquidated damages will stop accruing after all work, including punch list items are complete and accepted by the City.

**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. No vibratory rollers are allowed.

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 Contract. 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.
Protection and Restoration of Existing Improvements shall be in accordance with Subsection 7-9, "Protection and Restoration of Existing Improvements," of the Standard Specifications, and these Special Provisions.

The Contractor may find it necessary to remove and replace some irrigation facilities during the process of construction. In such events, the Contractor shall make a written request to the Engineer in the field for said work and shall notify and cooperate with the resident and/or owner of the property affected. Any irrigation facilities in conflict with the proposed improvements which are removed, damaged, disturbed, or broken, shall be modified, repaired, and/or replaced to provide full irrigation coverage to the areas requiring irrigation, using new materials of equal or better quality than the original materials.

All trees, shrubbery and lawns which are deprived of normal irrigation due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery, lawns or their plants die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations, the Contractor shall replace it with the same plant species and size. Existing grass lawns within the area which must be excavated and/or re-graded, shall be cut into approximately 12-inch squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

The upper 6 inches of all backfill in areas subject to planting and/or replanting shall be topsoil, free of rocks and debris. Backfill below this depth shall consist of native soil, free of rocks, and debris, and compacted to a relative compaction of 85 percent (85%).

Damaged or injured plants shall be removed and disposed of outside the road right-of-way. At the option of the Contractor, removed trees and shrubs may be reduced to chips and removed from the project.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 10 working days prior to completion of the work. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Existing hardscape that is not to be removed and is damaged due to the Contractor's operations shall be restored or replaced in as nearly the original condition and location as is reasonably possible.

Existing hardscapes shown to be removed from the City’s right of way shall be removed or salvaged per the technical specifications.

Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefore.

7-10 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.
7-10.1 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 Standard Specifications, General Provisions, Technical Specifications and Special Provisions and as directed by the Engineer is complete.

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 Section 7-10 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.

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) way 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 thirty percent (30%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, transition to a rolling 5% retention. The City shall withhold not less than five percent (5%) of the Final Invoice 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 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.

9-4 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

The Contractor’s attention is directed to Section 6-7.2 “Working Day” for City recognized working days.

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  CLAIMA 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  CONTRACTORS 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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.1 General

Crushed Aggregate Base shall be per Section 26, Class 2 Aggregate Base, of the 2015 State Standard Specifications (Caltrans), ¾” maximum.

Subsection 26-1.02A “Class 2 Aggregate Base,” of the 2015 Caltrans Specifications, shall be revised to include the following:

“Disintegrated granite, glass, porcelain, brick, wood, steel (reinforcing nails, etc.) or slag shall not be used for aggregate base. If any detrimental material or deleterious substance is found in the base material, it shall be cause for rejection and be removed from the site.”

“Grading or blending of the material shall be done through a screening process.”

Subsection 26-1.04, “Spreading” of the 2015 Caltrans Specifications, shall be revised to include the following:

“Tailgate spreading by dump truck will not be permitted except for spot dumping and in areas not readily accessible to spreading equipment.”

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.2 Materials

Portland Cement

The cement to be used or furnished shall be Type V Portland Cement conforming to ASTM C150, unless otherwise specified.

Portland Cement Concrete for structures shall conform to the provisions in Section 201 of the Standard Specifications except as modified herein.

All cast in place concrete structures shall be cured by the water method except where curing compound method is approved by the Engineer.
201-1.2.4 Chemical Admixtures

Admixtures may be used by the Contractor if approved by the Engineer and shall conform to Section 201-1.2.4 - Admixtures.

201-1.2.5 Fly Ash

Fly ash shall not be used in the concrete for this project.

SECTION 203 - BITUMINOUS MATERIALS

203-5 Slurry Seal

203-5.1 General

Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.4.2 Materials

Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.4.2.1 Aggregate

Aggregate shall be Type II conforming to 203-5.3.

203-6.1 General

Asphalt concrete shall conform to the provisions of Subsection 400-1, "Rock Products," and Subsection 400-4, "Asphalt Concrete", except shall be in accordance with the performance grade as indicated.

The following aggregate size and performance grade of paving asphalt shall be used.

<table>
<thead>
<tr>
<th>Material</th>
<th>Size/Weight</th>
<th>Performance Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Base Course</td>
<td>3/4&quot; Max. Medium</td>
<td>PG 70-10</td>
</tr>
<tr>
<td>Full Depth Pavement Repair</td>
<td>1/2&quot; Max. Medium</td>
<td>PG 70-10</td>
</tr>
<tr>
<td>Asphalt Final Course</td>
<td>1/2&quot; Max. Medium</td>
<td>PG 70-10</td>
</tr>
</tbody>
</table>

The Contractor shall submit final asphalt mix designs to the Agency for review prior to paving.

A maximum of 20% RAP shall be used and the mix design shall take into account RAP to achieve a final PG70-10.

SECTION 211 - MATERIAL TESTS

211-1.1 Laboratory Maximum Density

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.
211-1.2 Field Density

The Engineer will make field density tests during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor’s expense.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS

214-1 General

Raised pavement markers shall conform to the provisions in Section 82, “Markers and Delineators,” of the 2015 State Standard Specifications and these special provisions.

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

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

Raised Reflective Pavement Markers shall be installed with Bituminous Adhesive per Section 214-7 of the Standard Specifications.

214-6 PAVEMENT MARKERS

214-6.1 Types of Markers

The description, type of markers, sampling, tolerances, packaging, and storage of non-reflective and reflective pavement markers shall be as specified in 2015 Caltrans Standard Specification Section 85 "Pavement Markers". The description, sampling, testing, packaging, labeling and storing of epoxies shall be as specified in 2015 Caltrans Standard Specification Section 95 "Epoxy".

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1.1 General

Miscellaneous

1. Contractor shall supply and apply an approved soil sterilant prior to installing new paving.

2. Contractor shall protect existing asphalt concrete pavement within the travelways of the project streets unless specifically indicated to be removed. The Contractor shall exercise extreme care with his operations so as to not damage the existing pavement. The Contractor shall repair, at his own expense, all pavement deemed solely by the Agency to have been damaged during the project by the Contractor.

3. Contractor shall be responsible for the removal and replacement in kind of all disturbed landscape irrigation and electrical lighting systems and the removal and disposal of any and all trees/landscaping necessary to complete the planned improvements shown or not shown on the plans/specifications. Existing irrigation facilities are to be plugged by the Contractor until the replacement system is constructed. To ensure the remainder landscaping irrigation still functions.
as it exists, temporary facilities will be constructed at the contractor's expense to allow the protection of the existing foliage. All Palm Trees are to be protected in place.

4. Contractor shall protect pipelines, curbs, sidewalks, pavements and facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by the demolition operations. Any damage to existing improvements shall be replaced in kind as approved by the Engineer at the Contractor's own expense.

5. Complete compliance with the Local Air Quality Management Plan (LAQMP) for this project, and all other items of work as directed in these Special Provisions. The Contractor shall be responsible for the procurement and application of a City approved “hydromulch” dust palliative. The City PM10 ordinance and local water quality control Best Management Practices. The Contractor shall place this approved “hydromulch” on all unimproved areas which have been disturbed by their operations. Unimproved areas shall include as a minimum the disturbed areas behind the curb and gutter and the select fill areas within the raised median islands.

6. Contractor shall provide for watering, including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work. Contractor shall obtain a temporary water meter or supply.

7. Contractor shall protect existing utilities, paving, curb and gutter, plant material, and irrigation not indicated on plans to be removed or otherwise made known to the Contractor prior to or during demolition work. If damaged, immediately notify the Agency's Representative. If existing active facilities encountered are not indicated or otherwise made known to the Contractor and require protection or relocation, the Contractor shall be responsible for taking whatever immediate steps are necessary to ensure that the service provided is not interrupted. If services are interrupted as a result of the Contractor's operation, immediately notify the Agency's Representative. If existing utilities are found to interfere with the permanent facilities under construction under this Contract, immediately notify the Agency's Representative, in writing, requesting instructions on their disposition. Do not proceed until written instructions are received from the Agency's Representative.

8. Contractor shall be responsible for clean up of the job site. Contractor shall leave the site in a clean and orderly manner. This item shall also be interpreted to include the removal or relocation of any additional items not specifically mentioned herein or covered by specific bid item, which may be found within the work limits whether shown or not shown on the plans to be removed or relocated.

300-1.3.2(a)

Removal of bituminous pavement shall be made to a sawcut at the designated lines of removal shown on the Plans or as designated by the Engineer. A wheel cut may be used at the discretion of the Engineer. Location of sawcut and width of existing pavement to be removed shall be as shown on the plans or as determined by the Engineer in the field. Minimum laying depth of new pavement material shall be 0.10 foot at join lines.

The areas and quantities shown on the plans or specifications are given only for the Contractor's aid in planning the work and/or preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedence over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer. Spalled or loose blocks of pavement and pavement cracks wider than 3/8 inch will be deemed justification for extending or adding to the removal and replacement of asphalt concrete pavement.

The areas indicated for removal and replacement shall be excavated to the full depth of the proposed pavement section (asphalt and base), or as shown on the plans, regardless of thickness.
SECTION 302 - ROADWAY SURFACING

302-5  ASPHALT CONCRETE PAVEMENT

302-5.2.3  Removal and Disposal of Material

Removal shall consist of planning and cutting the pavement where indicated and removing loosened material. No aggregate shall remain on the project at the end of each work day. Aggregate material loosened and directed removed shall become the property of the Contractor and shall be disposed of off the site in accordance with Subsection 300-2.6 as amended by these Special Provisions.

The Contractor shall divert from the landfill all Portland Cement Concrete material and Asphalt Grindings removed from this project. The contractor shall keep accurate weight tickets for material removed from this project to be reused as recycled material. Copies of weight tickets shall be provided to the City.

302-5.4  Tack Coat

Prior to paving over existing asphalt concrete, the surface shall be cleaned, cracks shall be sealed as shown below, and the surface shall have a tack coat of SS-1h emulsion at a rate of 0.10 gallon per square yard applied. The surface shall be free of water, foreign material, or dust, when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day unless otherwise authorized by the Engineer.

A similar tack coat shall be applied to the surface of any course if the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course. The contact surfaces of all cold pavement joints, curbs, gutters, and manholes shall be painted with grade SS-1h emulsified asphalt immediately before the adjoining asphalt concrete or ARHM is placed.

302-5.5  Distribution and Spreading

The base course, final course, and overlay shall be in conformance with Section 203-6.1 of these specifications. The 8.0" Asphalt Cement section shall be placed in four (4) lifts with the final lift being 1.5" thick. At a minimum, the final two (2) lifts of asphalt on the northerly side of the median shall be placed with a paving machine. Minimum width of new paving sections adjacent to the new median curb shall be 1.0 foot. No vibratory rollers are allowed.

At those locations where new asphalt concrete pavement joins existing asphalt pavement, the Contractor shall provide by cold milling or cold planning a 0.1' minimum header cut such that a butt joint can be achieved. No “feathering” or overlay of asphalt less than 0.1’ will be allowed.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-3  CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS (ALL CONCRETE ITEMS)

303-3.1  General

All concrete items for this project shall conform to the Standard Specifications as modified herein.

303-3.2  Gutter

Prior to acceptance of the curb and gutter constructed by the Contractor, a flow test shall be conducted by the Contractor in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303-5.7 of the Standard Specifications.
SECTION 314  TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-2  REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS

314-2.2  Measurement

Removal of traffic striping and curb and pavement markings will be measured as follows:

a) Traffic striping, curb markings, and pavement markings will be measured by lump sum;
b) All existing striping shall be replaced in kind after completion of paving work. Special notice is given to the requirement for a one week separation minimum between the first and second coat of paint. In addition, no area shall be without needed striping for longer than two weeks after paving.
TECHNICAL SPECIFICATIONS

1. Mobilization, Demobilization, and Final Cleanup

The lump sum bid price for mobilization shall include all costs associated with 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; insurance; bonding; required permits and fees including but not limited to the use of construction staging area(s), coordination with utilities obtaining construction water, and work within existing utility easements; potholing if needed; site security; demobilization; preparation of a project schedule; project phasing; supervision and meetings; and coordination of concurrent work.

The compensation paid for mobilization shall be included in the contract lump sum 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. The total lump sum cost of the mobilization line item shall not exceed 5% of the Contractor’s bid.

The amount credited for Mobilization on each monthly progress payment shall be equal to the total of the amounts credited for work on all the other contract items for that monthly progress payment, up to a cumulative limit of eighty percent (80%) of the lump sum price bid for Mobilization. The remaining twenty percent (20%) of the lump sum price bid for Mobilization, Demobilization and Final Cleanup will be paid with the final payment.

2. Temporary Traffic Control


It shall be the Contractor’s responsibility to prepare and furnish a detailed work area traffic control plans for Collector, Secondary, and Arterial streets. The Contractor shall provide, at his expense, advanced warning signs mounted on 4’ wide Type III barricades advising the public of the impending major construction project in each area/zone access point for both entering and exiting traffic and the proposed schedule. Said signs shall be posted at all major approaches for entering and exiting traffic to the construction zones a minimum of two weeks prior to the start of construction.

During ongoing mobile operations, standard construction traffic control shall be utilized and no formal plan is required. Cones and string shall be sufficient during grinding and paving operations.

The Contractor shall be responsible for providing temporary access to all driveways at the end of 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.

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, unless otherwise required by the City Traffic Engineer.

When closure of half the roadway requires one way traffic, the Contractor shall provide two (2) flaggers, equipped with working two (2) way radios, one (1) at each end of the work area, with signing and delineation as per W.A.T.C.H. manual and the California MUTCD latest edition.

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 in the vicinity of Project Area  
6. United States Post Office

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/specifications and the Engineer. Signs which need not be maintained during construction or permanently relocated shall be salvaged to the Agency.

The Contractor is responsible for developing all traffic control plans for the project – subject to review and approval by the City. All plans shall be professionally prepared by someone familiar with developing traffic control plans for construction projects. The work area traffic control plans shall be signed and stamped by a licensed civil or traffic engineer.

The compensation for developing traffic control plans, furnishing, placing, maintaining and removing traffic cones, tree flags, advance warning signs, flagmen, barricades, temporary striping, changeable message signs and other safety devices as required for public safety or as directed by the City Engineer in accordance with the 2014 Edition of the California Manual on Uniform Traffic Control devices (California MUTCD) shall be considered as included in the Temporary Traffic Control item, or the various Contract Items of work in both the above referenced Section 7-10 of the Standard Specifications for Public Works Construction, Section 12 Temporary Traffic Control of the “City of Indio Standard Special Provisions for Installation and Modification of Traffic Signals, Traffic Signal Interconnect Systems, Roadway Signs, Striping, and Pavement Markings” contained in these Technical Provisions, and no additional compensation will be allowed.

The Contractor shall erect signs and barricades if needed to direct pedestrians through or around the construction zone. Payment for installation of pedestrian signs and barricades shall be included in the lump sum bid item price for “Temporary Traffic Control,” in the Bid Schedule(s), and no additional compensation will be allowed therefore.

During construction, Access shall be maintained to all driveways within the construction zone, unless other prior arrangements have been made with the Engineer and the affected property owner. *Work in all areas shall be done to allow so as not to unduly burden residents or businesses with long walks for access.*

Bid item is lump sum and compensation shall be paid per portion of total job completed.

3. Notification

Due to the disruption of daily activities regarding home and business lives for residents, notification is a high priority for this project. Contractor shall be involved with assisting City Staff with press releases and current social media information.
The Contractor shall notify in person and with printed notification (in English and Spanish language), at least ten (10) working days prior to commencing work, to all agencies, businesses, institutions, postal service, residents, schools, stores, utilities and waste disposal service fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking. All schools and churches shall receive seven (7) working days notification prior to performing any work which will restrict property access. Said notice shall be prepared and submitted to the Engineer for approval prior to notifying property owners or occupants of affected properties.

The Contractor shall coordinate with the waste disposal collection, the postal service to ensure delivery of mail, and churches for weekly or special activities.

The printed notices shall contain a general description of the work to be done and the date that the work is to be done. The notices shall also include a statement that parking will be restricted as called for on the "NO PARKING" signs to be posted along the street. All public notices must be reviewed and approved by the Engineer prior to its distribution.

The Contractor shall also post printed "NO PARKING-TOW AWAY" signs at one-hundred-foot (100') maximum spacing along each side of the affected street for forty-eight (48) hours prior to the commencement of the street improvement work. The Contractor shall document the day, date and time the "NO PARKING" signs were posted. Posting of signs on trees and utility poles will not be allowed.

The NO PARKING signs shall contain the day, date, hours and vehicle code, that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at the owner’s expense per California Vehicle Codes CVC 22651L and CVC 22654D. The signs shall be removed immediately upon completion of work that will prohibit parking.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Compensation for Notification will be paid per area when completed.

3.1 Public Safety During Non-Working Hours – Notwithstanding the Contractor's primary responsibility for safety at the site of the Work when the Contractor is not present, the Engineer, at his option, after attempting to contact the Contractor, may direct City forces to perform any functions he may deem necessary to ensure public safety at or in the vicinity of the site of the Work. If such procedures are implemented, the Contractor shall be responsible for all expenses incurred by the City.

4. NPDES/AQMD

Contractor shall prepare a job-specific BMP notebook for NPDES and AQMD issues for his work. The City of Indio has a WDID number available for City sponsored projects. PM-10 Plan Preparation and Compliance shall conform to City of Indio and South Coast Air Quality
Management District requirements. The compensation paid for NPDES/AQMD shall include, but not be limited to compensation for preparation of an approved BMP notebook, maintaining dust control and air contaminants within the project area, watering site as needed to control dust during project duration, preventing debris from entering storm drain inlets, and street sweeping as needed to control dust and maintain clean public roadways.

5. **Grind and Remove 2” Paving**

Grind and Remove 2” full width. Paving includes all labor, materials, tools, and equipment and incidentals, related to the grinding operation and preparation of the existing roadway. The grinding shall be completed in one operation. Operation includes protection of existing manholes and valves, grinding of the existing asphalt cement paving, loading of the grinding material into trucks, and hauling of the grinding material to an approved disposal facility. The Hot Mix Asphalt Type A will be paid by ton per the separate bid item. Installation of the Hot Mix Asphalt shall occur within one work day after grinding.

The contract price paid for Grind and Remove 2” Paving (square feet) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Grind and Overlay 2” Paving complete in place as specified in the Standard Specifications for Public Works Construction and these Special Provisions, and as directed by the Engineer for this item to be completed-in-place with no additional compensation allowed.

6. **Construct 2” Hot Mix Asphalt**

Asphalt Concrete shall conform to the requirements of Section 203 -6 of the Standard Specifications, and as modified by these Special Provisions.

No adjustment in compensation will be allowed for changes in the total quantity of asphalt concrete. If the total quantity exceeds 125% of the quantity or is less than 75% of the quantity indicated in the Proposal Bid Schedule for Asphalt Concrete, the respective unit prices will not be adjusted pursuant to Section 3-2.2 “Contract Unit Prices” of the Standard Specifications.

**A maximum 20% RAP may be used.**

Under Section 203-6.1 - General add the following:

The performance grade of paving asphalt shall be PG 70-10 or equivalent grade. The mix designs and asphalt content shall be as follows:

- 3/4” (III-B-2) Base Course 5.4%
- 1/2” (III-C-3) Surface Course 5.8%
- 3/8” (III-D) Leveling Course, Asphalt Concrete Dike, or Miscellaneous A.C. Placement (sidewalks and driveways) 6.8%
Under Section 302-5.1 (General) replace the last paragraph with the following:

Asphalt Concrete shall conform to the requirements of Subsection 203-6.1 as modified by these Special Provisions. Bituminous pavement removals shall conform to the provisions of Subsection 300-2.2 as modified by these Special Provisions.

Asphalt Concrete shall be PG 70-10, with a ½” maximum, medium aggregate on base course and ½” maximum, medium aggregate on the final course.

Tack coat material shall be Grade SS-1h emulsified asphalt. The join between new pavement and existing pavement shall be sealed. A tack coat shall be applied to the vertical surface of the cut pavement to be joined prior to placement of the new pavement.

No vibratory rollers are allowed during compaction.

Asphalt Concrete for the specified pavement sections shall be measured and paid for at the contract unit price bid per Ton and shall include full compensation for all labor, materials, tools, and equipment and for doing all work involved in placing asphalt concrete for pavement reconstruction.

In order to reduce exposure to liquid petroleum product price swings for both entities, asphalt indexing on a quarterly basis will be allowed.

7. Overage/Dig Out

A tonnage allowance has been included for bid to allow for any needed asphalt overages and dig outs. Some locations may require removal of additional subsurface materials. All loose areas should be removed by hand. Deep lift could be used to fill in any removed areas. Dig outs can be further described as requiring the removal of any material loosened during the grinding process so that the remaining is stable and unyielding. No deep excavation is anticipated.

8. Signing, Striping and Markers

All existing striping shall be replaced in kind after paving operations are complete. Temporary tabs designating stop bar locations and any critical lane separation areas shall be installed the same day as paving.

Special attention is given to the requirement for there to be a one week minimum separation between first and second coat of striping. Additionally, no area shall remain without the first coat for more than two weeks unless otherwise agreed upon with City Engineer.

Signing and Striping shall conform to the “City of Indio Standard Special Provisions for Installation of Striping and Pavement Markings” and shall be by lump sum. This bid item also includes the placement of new pavement markers, new striping, and any legends to replace existing one.
9. **Concrete Repairs**
A lump sum allowance has been included to allow for any needed concrete repairs. Contractor will be paid by force account per section 3-3 of the general provisions for any concrete work. All work shall be per City of Indio *Standard Plans*. 
PROJECT ST2002
CITYWIDE ROADWAY REHAB PROJECT
CITY OF INDIO

APPENDIX 1

PAVEMENT AREAS