



**CITY OF CALIMESA
CONTRACT DOCUMENTS**

FOR

JP RANCH LANDSCAPE MAINTENANCE PROJECT

IDENTIFICATION NO. 2026-05

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**NOTICE INVITING BIDS
FOR
JP RANCH LANDSCAPE MAINTENANCE
BID NO 2026-05**

NOTICE IS HEREBY GIVEN that the City of Calimesa, California invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 908 Park Ave. Calimesa CA, 92320, up to 2:00 PM. on May 6, 2026 at which time they will be publicly opened and read aloud.

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 Public Works Director.

OBTAINING BID DOCUMENTS. Bidders may obtain free copies of the Plans, Specifications and other Contract Documents online by visiting <https://www.calimesa.gov/Bids.aspx>.

PREQUALIFICATION. The City will only accept Bids from Bidders who have been prequalified for the Project. Any Bid received from a Bidder who has not been prequalified for the Project will be returned unopened.

MANDATORY PRE-BID MEETING AND SITE VISIT. A mandatory pre-bid meeting will be held on April 21, 2026 at 8 a.m. at JP Ranch on Country Club Dr. Nearest address: 166 Country Club Dr, Calimesa, CA 92320 for a mandatory site visit. Every Bidder is required to attend the pre-bid meeting and Project site visit. Failure of a Bidder to attend will render that Bidder's Bid non-responsive. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

TRENCHES AND OPEN EXCAVATIONS. Pursuant to Labor Code Section 6707, if this Project involves construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid submitted in response hereto shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

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 Director of Public Works 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.

LICENSES. Each Bidder shall possess a valid Class C-27 Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

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.

For technical information relating to the details of the proposed project and bidding requirements, please contact Mari Shakir, the Director of Public Works, at (909)795- 9801, ext. 235 or pworks@calimesa.gov.

BY ORDER OF THE CITY OF CALIMESA, CALIFORNIA



Darlene Gerdes, City Clerk
City of Calimesa

Dated this 8th day of April, 2026

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. Each Bid must be submitted in a sealed envelope bearing the Bidder's name and addressed to the City Clerk with the Project name and identification number (as described in the Notice Inviting Bids) typed or clearly printed on the lower left corner of the envelope.

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.

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.

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

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

FACSIMILE NUMBER AND EMAIL ADDRESS. Bidders shall supply the Public Works Director 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.

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.

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 the date specified in Section 4-6 of the General Provisions. 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.

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

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

DETERMINATION OF LOWEST BID. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: Lowest Overall Cost.

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, as a Bid item, 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.

LISTING SUBCONTRACTORS; SELF-PERFORMANCE. 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 50% of the Work, in accordance with Section 3-2 of the Standard Specifications.

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.

NO COMPENSATION FOR COSTS INCURRED PRIOR TO CONTRACT EXECUTION. All costs incurred by the selected Bidder prior to Contract award and execution of the Contract by the City shall be at the Bidder's sole risk. City shall have no liability for costs incurred prior to its execution of the Contract.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, 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. Alternatively, Bids submitted by corporations must be executed as

specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

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 Public Works Director a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

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

CHECKLIST FOR BIDDERS

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

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed and Signed 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 Noncollusion Declaration Form
- _____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

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

BID
CITY OF CALIMESA
JP RANCH LANDSCAPE MAINTENANCE [PROJECT]

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

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 Calimesa 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.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

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

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

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely

by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____.

Bidder's Name: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

CITY OF CALIMESA
BID SHEETS FOR
JP RANCH LANDSCAPE MAINTENANCE [PROJECT]

Bidder's Name: _____

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 Public Works Director, at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Ground Cover and Shrub Maintenance	Ls	52	\$	\$
2.	Tree Trimming/ Maintenance	Ls	52	\$	\$
3.	Irrigation Testing, Monitoring and Adjusting	Ls	12	\$	\$
4.	"V" Gutter Maintenance	Ls	12	\$	\$
5.	1-Gal Ground Cover Replacement	Ea	100	\$	\$
6.	1-Gal Shrub Replacement	Ea	125	\$	\$
7.	5-Gal Shrub Replacement	Ea	75	\$	\$
TOTAL BASE AMOUNT					\$ _____

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

TOTAL BID PRICE IN DIGITS: \$ _____

TOTAL BID PRICE IN WORDS: _____

Signature: _____

Title: _____ Date: _____

Signature: _____

Title: _____ Date: _____

LABOR RATES FOR EXTRA WORK:
To include labor wage plus all overhead.

Landscape Maintenance Labor General	\$	/ Hr.
Landscape Maintenance Labor (Irrigation Specialist)	\$	/ Hr.
Foreman/ Supervisor	\$	/ Hr.

All blank spaces appearing above must be filled in. In case of discrepancy between words and figures, the words shall prevail.

Basis of Contract Award

If the City elects to award, the award will be made to the lowest responsible bidder based upon the BASE BID only.

Time for Completion

If awarded the contract, the undersigned agrees to start work on this project as directed by the Public Works Director in accordance with these specifications and agrees to complete the work at the scheduled unit prices through the following 12-month period.

In case all work called for is not completed in all parts and requirements within the time specified, the City shall have the right to grant or deny an extension of time for completion, as may best serve the interest of the City.

The Contractor shall not be assessed with penalties during the delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, or delays of subcontractors due to such causes provided that the Contractor shall, within ten (10) calendar days from the beginning of such delay, notify

the City, in writing of the cause of the delay, and the findings thereon shall be final and conclusive.

Liquidated Damages

Time is of the essence on this contract, and should the Contractor fail to finish the work on or before the time stated above, the Contractor shall be charged by the City, as liquidated and ascertained damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day extension of time duly granted in the manner and for the causes specified in the Special Provisions) it being hereby expressly impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Contractor should fail fully to complete the work within the time specified, and it would be further agreed that the charges per day as aforementioned shall be reasonable and proper in premise. The amount so charged shall be deducted by the City from any monies which otherwise are, or become, payable to the Contractor.

Unit Prices Proposal

Unit prices in each and every case shall represent a true unit price used in preparing the bid schedule totals (PROPOSAL FORM). Unit prices listed herein shall include all material, installation and appurtenant work as is necessary to have the item complete and in place, meeting the full intent of plans and specifications. Unbalanced unit prices including additive alternates shall be sufficient cause for rejection of the bid. The purpose of the unit pricing is for bid evaluation and changes in the work during services.

The undersigned hereby declares that the cost of all necessary items for completion of this project are included in the unit prices quoted, all incidentals have been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plans. The undersigned is likewise aware of the fact that distances, quantities and other estimated figures appearing on the plans or mentioned in the specifications or on the Proposal Form are only approximate and declares that the unit prices shown above for the various items of work are based on distances and quantities calculated as the result of actual measures performed at the site project.

Contractor shall include in their unit prices the cost of all materials (except mulch- City will furnish) that may be required for the maintenance of these and any additional parks, medians and detention basins that the City may add to the contract. No additional compensation will be paid for any materials purchased by the contractor in the performance of required maintenance duties (Includes but not limited to fertilizers and DG).

**SEPARATE COST LIST FOR FURNISHING
AND PLANTING OF LANDSCAPE MATERIALS**

**THESE ITEMS AND COSTS WILL BE USED TO REPLACE ANY DAMAGED, DEAD, OR
DISEASED PLANTS AND PLANTING MATERIAL AT THE CITY REQUEST and
INCLUDE FURNISHING PLANTS, MATERIAL, LABOR, AND EQUIPMENT REQUIRED**

ITEM	SIZE	UNIT	UNIT COSTS
TREES- SINGLE TRUNK	15 GALLON	EACH	\$
TREES- SINGLE TRUNK	24" BOX	EACH	\$
TREES- SINGLE TRUNK	36" BOX	EACH	\$
TREES- SINGLE TRUNK	48" BOX	EACH	\$
TREES- SINGLE TRUNK	60" BOX	EACH	\$
TREES- MULTI-TRUNK	15 GALLON	EACH	\$
TREES- MULTI-TRUNK	24" BOX	EACH	\$
TREES- MULTI-TRUNK	36" BOX	EACH	\$
TREES- MULTI-TRUNK	48" BOX	EACH	\$
TREES- MULTI-TRUNK	60" BOX	EACH	\$
VINES	5 GALLON	EACH	\$
VINES	10 GALLON	EACH	\$
VINES	15 GALLON	EACH	\$
IRRIGATION REPAIR (LABOR)*	TECH	HOURLY	\$
IRRIGATION REPAIR (MATERIALS)*	N/A	EACH	\$

* Irrigation repair shall be billed at time per unit hourly and materials at purchase price plus 5%.

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) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): _____

- (11) Number of years' experience the company has as a contractor in construction work: _____

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

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

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

(15) 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:

(16) 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.

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

(18) 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.

(19) 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.

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

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

Company

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

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: \$ _____

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

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

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

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

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

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

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

Project 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 Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

* 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 _____

	Current Year of Record	2020	2019	2018	2017	2016	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

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: _____

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

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

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed copies of the Contract
- _____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Contract to bind the Contractor
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amounts specified in Section 5-4.2 of the General Provisions, naming the City, et al as additional insureds
- _____ Automobile insurance certificate in the amount specified in Section 5-4.4 of the General Provisions, naming the City, et al as additional insureds
- _____ Copy of City business license
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability

CONTRACT

CITY OF CALIMESA CONTRACT FOR JP RANCH LANDSCAPE MAINTENANCE

THIS CONTRACT ("Contract") is made and entered this _____, 20__ ("Effective Date"), by and between the CITY OF CALIMESA, 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 _____; Class _____. Contractor's DIR registration number is _____.

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

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as _____ ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

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

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

CITY OF CALIMESA

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Calimesa ("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 Calimesa
City Hall

_____, California _____

The insureds under such policy or policies are:

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

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of “Standard Specifications for Public Works Construction” (“Standard Specifications”), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of 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. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

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 Calimesa.

Board – The City Council of the City of Calimesa.

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

Engineer – The City Engineer, 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.

Notice of Completion – The notice authorized by Civil Code Section 9204.

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 Part 1 of the Standard Specifications shall be supplemented by the list below:

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

SECTION 2. SCOPE OF THE WORK

2-2 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.

2-4 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.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the Public Works Director's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General.

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 Public Works Director, 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.

2-8 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 Public Works Director.

SECTION 3. CONTROL OF THE WORK

3-1 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.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall

also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Public Works Director. 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.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, 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.
8. Special Provisions.
9. General Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

3-9 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 Public Works Director. 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 Public Works Director, 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.

3-10 SURVEYING

3-10.1 General

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.

3-11 CONTRACT INFORMATION SIGNS

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.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

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 Public Works Director, 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 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.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

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 materials 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 materials 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 materials are undamaged and are maintained under required conditions.

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

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 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 Public Works Director.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

3-13.2 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 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the Public Works Director:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;

4. All “as-builts”;
5. 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 Public Works Director in writing.

3-13.3 Warranty

The following is added to Section 3-13.3:

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 Public Works Director’s acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 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.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

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.

4-4 TESTING

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.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 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.

5-3.2 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, 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.

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.

5-3.3 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.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 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.

5-3.5 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 apprentice able 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.

5-3.6 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.

5-3.7 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.

5-3.8 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.

5-3.9 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 5-3 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.

5-3.10 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 5-3 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 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 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, 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 prior to completion, except as otherwise specified in Section 6-5.

5-4.2 General 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 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.2.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, 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.

5-4.2.2 No Limitation on Indemnity

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

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. 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.

5-4.2.4 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 must be executed on forms approved by the City. The endorsements must specifically name the City of Calimesa and its elected and appointed officials, officers, employees, attorneys, agents, 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.

5-4.2.5 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.5 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5.7 SAFETY

5-7.8 Steel Plate Covers

5-7.8.1 General

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

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. The City shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-8.1.1 Taxes and Workers' Compensation.

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and 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. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements.

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants,

employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the Parties.

5-8.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

5-8.3 Insurance Requirements not Limiting.

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against the City.

5-8.4 Civil Code Exception.

Nothing in this Section 5-8 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.

5-8.5 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.

5-8.6 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.

5-8.7 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or 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.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the Public Works Director for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the Public Works Director. 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 Public Works Director, 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 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.

6-1.1.1 Pre-Construction Conference

Approximately (7) Days 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 Public Works Director for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the Public Works Director, the Contractor shall bring to the pre-construction conference copies of each of the following:

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

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

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

6-1.1.2 Weekly Progress Meetings

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

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. No Work will be allowed on Saturday or Sunday unless approved by the City.

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 Public Works Director so that inspection may be provided. A charge may be

made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

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.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a “stay at home” or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

6-4.2 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.

6-4.3 Payment for Delays

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

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

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

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

Notwithstanding any provision of Section 6-8, the City may terminate this Agreement for any or no reason by providing not less than fifteen (15) Days' prior notice.

The following sentence is added to Section 6-8:

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.

6-9 LIQUIDATED DAMAGES

The \$250 liquidated damage amount is hereby replaced with the amount of \$600.

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 Public Works Director, and the Public Works Director has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The unit and lump sum prices to be paid 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 Public Works Director. 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.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, 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 Public Works Director before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 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.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the Public Works Director, the Public Works Director shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Public Works Director a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the Public Works Director shall check the quantities included therein and shall authorize a payment amount, which in the Public Works Director'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 Public Works Director shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5.4 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.

7-3.2.5.6 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.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 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 7-3.9 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 8 FACILITIES FOR AGENCY PERSONNEL

8-1 General

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 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. ADDITIONAL TERMS

9-1 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.

9-2 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, 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.

9-3 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.

9-4 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.

9-5 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.

9-6 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.

9-7 CLAIM DISPUTE RESOLUTION

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

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, “claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City, (ii) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the City. The Contractor or any Subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable)

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 et seq.) is a prerequisite to filing any lawsuit against the City relating to this Contract.

9-8 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.

9-9 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.

9-10 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19. The Contractor and all subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the “Safety and Health Guidance COVID-19 Infection Prevention in Construction” issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020 and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the City a “COVID-19 Mitigation Program” implementing these requirements and shall post the COVID-19 Mitigation Program on the project site in a manner designated by the City’s Project Manager. The failure of employees or workers of the Contractor and all subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by Contractor or one of its subcontractors to comply with these requirements, City is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers compensation benefits and expenses. Delays in the Work resulting from Contractor’s or its subcontractor’s failure to comply with these regulations shall not be considered an unforeseen event entitling Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

9-11 CONTRACTOR’S REPRESENTATIONS

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

9-12 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 3-13.2 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.

9-13 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 Superior Court with geographic jurisdiction over the City.

9-14 TIME

Time is of the essence in these Contract Documents.

9-15 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.

9-16 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.

9-17 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.

9-18 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.

9-19 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.

9-20 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.

SPECIFICATIONS

SECTION 1 – GENERAL PROVISIONS

FOR

JP RANCH LANDSCAPE MAINTENANCE PROJECT

BID NO. 2024-10

1-1. Scope of Work

The contract work for this project shall consist of providing complete JP RANCH LANDSCAPE MAINTENANCE PROJECT in a safe and timely manner in accordance with the maintenance standards set forth in this specification, including litter/debris removal at locations specified by the bid items. Contractor shall furnish all labor, equipment, material, and supervision required to properly maintain the landscaped areas in an attractive condition throughout the term of the contract. **Material shall include, but not be limited to fertilizer and seed. No additional compensation will be allowed for items required for the maintenance of the parks, medians, and detention basins. Mulch will be supplied by the CITY and the Contractor will install at no additional cost. Mulch will be replenished by the Contractor at no expense to the City.** The completion of the project indicated above shall be in accordance with the Standard Specifications for Public Works Construction projects, the Standard Drawings, CBC 2007 (Latest Edition) and the Plans and Specifications as prepared for this project.

1-2. Definitions

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

Agency:	The City of Calimesa
Board:	The Mayor and City Council for the City of Calimesa
Engineer:	The Public Works Director for the City of Calimesa or Designated Landscape Architect
Laboratory:	The laboratory to be designated by the City of Calimesa to test materials and work involved in the contract.
Notice Advertising for Bids:	Notice Inviting Bids.
Standard Specifications:	Standard Specifications for Public Works Construction

Other terms appearing in the Standard Specifications and these Special Provisions, shall have the intent and meaning specified in Section 1-2, "Definitions," in the Standard Specifications.

1-3. Location of Work

The general location and limits of the work to be completed are at various locations throughout the CITY as designated by the plans and specifications.

1-4. Traffic Requirements

All streets must remain open to public traffic. Temporary street closures may be made with the prior approval of the Public Works Director. If street closures are approved by the Public Works Director, the Contractor must install signs in both directions seven (7) days prior to closure to inform the public of the dates of the street closure or traffic delay. The Contractor is responsible for providing a pilot car(s), when applicable. Contractor shall notify affected residents, businesses, post office, main transit agency, and trash collection company by mail seven days prior to the start of work.

1-5. Utility Requirements

The Contractor is advised of the existence of the utility notification service provided by **UNDERGROUND SERVICE ALERT (USA)**. USA member utilities will provide the Contractor with the precise location(s) of their substructures in the construction area when the Contractor gives at least forty-eight (48) hours' notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request. The Contractor shall notify the following agencies at least forty-eight (48) hours in advance of excavating around any of their structures.

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition.

The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at 909-335-7716, at least two (2) working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not and shall assume full responsibility for all damage resulting from Contractor's operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for the preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections.

By submitting a bid, the Contractor acknowledges that utility work may be done in conjunction with this project. The Contractor shall schedule the work and conduct operations so as to permit access and time for required utility work to be accomplished during the progress of the work. The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. Southern California Edison, Company, Southern California Gas Company, General Telephone Company, Yucaipa Valley Water District and Southland and/or TCI Cablevision may each install facilities within the project area. Contractor shall coordinate the activities with the utility companies that construction may proceed in an orderly manner. The Contractor shall include this time in the schedule. Payment for the above, including coordination, protection in place and temporary connections shall be deemed as included in the items of work as shown on the Proposal Bid Sheet and no additional compensation will be allowed.

1-6. Standard Specifications

The Standard Specifications of the Agency are contained in the most current edition of the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION "GREENBOOK"**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher: **Building News, Incorporated, P.O. Box 3031 Terminal Annex, Los Angeles, California 90051. Phone: 213-202-7775.**

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

The Section Numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those Sections requiring amendment or elaboration or specifying options are called out. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions.

References in the Special Provisions to ‘CALTRANS Standard Specifications’ shall mean the Standard Specifications (2003) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from: State of California – Department of Transportation, Central Publication Distribution unit, 6002 Folsom Boulevard, Sacramento, California 95819.

References in the Special Provisions to Standard Plans shall mean the Standard Plans for the City of Yucaipa or other governing agency as specified. Applicable Standard Plans for this project are contained in Appendix A of these Specifications.

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

1-7. Wage Rates and Labor Code Requirements

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773 and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workers employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

Apprentices (If Applicable)

Section 1777.5 requires the Contractor or Subcontractor(s) employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program if Contractor employees registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractor(s) offers and agrees to assign to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from the purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the Contractor without further acknowledgment by the parties.

1-8. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage [Occurrence Form CG 00 01].
2. Insurance Services Office Form Number CA 0001 [Ed. 1/87] covering Automobile Liability, Code 1 [any auto].
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (if Design/Build).
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards).

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability: \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
5. Contractors' Pollution Legal Liability: \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by, or on behalf of, the Contractor; and with respect to liability arising out of work or operations performed by, or on behalf of, the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or

volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VIII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

Contractor's Liability and Indemnification

To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as

independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, actions challenging the award of this contract, stop notices, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for all legal expenses and costs incurred by Indemnitees in connection therewith.

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that the Contractor's Subcontractor shall bear the legal liability thereof) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

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

CITY OF CALIMESA SPECIFICATIONS

SECTION 2 – SPECIAL PROVISIONS FOR JP RANCH LANDSCAPE MAINTENANCE PROJECT BID NO. 2024-10

2-1. Time of Completion and Liquidated Damages

Time of Completion – Three (2) Year Contract with Possible (3) 1 Year Contract Extensions

If awarded the Contract, the undersigned agrees to start work on this project within **ten (10) working days** or as otherwise directed by the Public Works Director in accordance with these specifications and agrees to continue performing the maintenance and repair work for a required period of three (2) years with (3) Possible 1 Year contract extensions to be approved mutually by the CITY and contractor.

Failure by the Contractor to complete any item completely as awarded will result in payment for said item to be deleted from that monthly payment. Continuous failure by the contractor to complete any said item may result in the City deleting the appropriate item payment from the contractor's pay request and the City hiring another contractor to complete items not completed with said costs for the replacement contractor's work being deducted from the contractor's payments.

In case all the work called for is not completed in all parts and requirements within the time specified, the CITY shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor will not be assessed with liquidated damages during the delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of Contractors or Subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather or delays of Subcontractors due to such causes provided that the Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.

Liquidated Damages

Time is of the essence on this Contract and should the Contractor fail to finish the work on or before the time stated above, the Contractor shall be charged by the CITY, as liquidated and ascertained damages, the sum of Five Hundred Dollars (\$500.00) for each working day that

the work remains incomplete beyond the date(s) specified (subject, however, to extension of time duly granted in the manner and for the causes specified above) it being hereby expressly impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Contractor should fail fully to complete the work within the time specified and it would be further agreed that the charges per day as aforementioned shall be reasonable and proper in premise. The amount so charged shall be deducted by the CITY from any monies which may otherwise be or become payable to the Contractor.

2-2. Specifications

The specifications showing character of the work and details of construction are on file at the office of the Public Works Director, located at 908 Park Avenue, Calimesa, California 92320.

Estimates of quantities appearing in these specifications, Notice to Bidders and Proposal Form are merely entered for the convenience of the Contractor's bidding on this project and as a check of the independent estimates that are required by the Contractor's to be made in the field before bids are submitted. It must be understood that payment to the successful Contractor will be made on the basis of the unit prices for the various items of work and on the actual quantities of work done as measured in the field by the Public Works Director.

Contractors wishing to obtain the most current edition of the book "Standard Specifications for Public Works Construction" may purchase the copies directly from the Publisher, Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034. There is no charge or deposit for the other items listed above.

2-3. Work Schedule

Time Schedule

1. The Contractor shall coordinate workdays as necessary with CR&R, post office, and street sweeper to minimize conflicts with normal services.
2. The Contractor will coordinate inspections with the Public Works Inspector 48 hours prior to any work being done during evenings or Saturdays.

Work Schedule

The Contractor shall distribute notices about various construction operations to affected residents and commercial establishments 48 hours prior to start of work. In the event the work is not accomplished on the scheduled day, a 48-hour notice is required for the reschedule.

The Contractor shall submit to the Public Works Director a schedule indicating the sequence

of work, estimated time for completion of requested portions of the project and the method of operation required to complete those portions in the time specified. The Contractor's schedule shall be submitted to the Public Works Director prior to commencing operations at any location. Contractor shall not leave any streets unpaved during weekends unless approved by the Engineer.

2-4. Utilities: Contractor's Responsibility

The Contractor shall verify the location of all underground utilities and services before proceeding with the excavation work, requesting in advance the services of inspectors from the utility companies in order to ascertain said locations. The Contractor shall protect in place all electrical vaults, water valves, sewer, storm drain, and telephone manholes to ensure proper adjusting of these to street grade. Damage to underground utilities resulting from neglect on the part of the Contractor shall be corrected and paid for by the Contractor.

Notification

The Contractor shall notify all owners of public utilities forty-eight (48) hours in advance of excavating around any of the substructures and shall also provide the same notice to Underground Service Alert of Southern California, telephone number 1 (800) 422-4133. Upon request, the Public Works Director will furnish the Contractor a list of the various offices and numbers to call.

The Contractor shall notify all residents adjacent to project areas in writing forty-eight (48) hours in advance of commencing work.

Interference (Utilities in Use)

Utilities which are found, by exploratory location or by excavation to interfere with the construction of this project will be relocated, altered, or reconstructed by others, or the Public Works Director may order changes in location, line or grade of the project structure, to be built in order to avoid said utility. The cost of such changes will be paid for as described in Section 2-10 of these Specifications.

Interference (Abandoned Utilities)

Abandoned utilities that interfere with the construction of any portion of this project may be cut by the Contractor, the interfering portion of the utility removed, and open ends of the pipe sealed with a suitable plug or cap. The cost of this work shall be included in the unit prices bid for the particular items of work where such interference occurs unless otherwise specified.

2-5. Business License

The Contractor shall obtain a City of Calimesa Business License prior to the City issuing the Notice to Proceed.

2-6. Permits (If applicable)

Prior to the commencement of the work, the Contractor shall obtain an encroachment permit at no cost from the City of Calimesa Public Works Department, located at 908 Park Avenue, Calimesa, California 92320. The permit shall be kept in a readily available place on the job site at all times during construction.

While no fee will be charged for the permit, no permit will be issued unless the Contractor provides a code reference number from USA confirming they have received appropriate advance notification as required in Section 2-05.2 above and provides evidence of a current copy of a City of Calimesa business license.

2-7. Additional Work and Extra Work

The City reserves the right to order additional works over and above the quantities listed in the Proposal Form. In the event that additional work is required and is so ordered by the Public Works Director, payment to the Contractor will be based on the actual quantity of additional work ordered and measured in the field by the Public Works Director and will be paid for at the lump sum price bid by the Contractor. Likewise, the City reserves the right to order extra work not shown on the plans and not listed in the Proposal Form. Any extra work done shall conform to the provisions of Section 3.3, "Extra Work," or the Standard Specifications, subject to the restrictions of Section 20452 and 20455 of the Public Contract Code. However, equipment rental rates and labor rates shall conform to State of California Business and Transportation Agency, Department of Transportation, Division of Construction, "**LABOR AND EQUIPMENT RENTAL RATES**," latest edition, unless the extra work is done for a negotiated price.

2-8. Increased or Decreased Quantities

If the total pay quantity of any item of work subject to the provisions in Section 3-2.2.1, "Contract Unit prices", "increased or decreased quantities," of the Standard Specifications varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with said Section 3-2.2.1 and these Special Provisions.

The total of all contract and subcontract administrative and insurance, overhead and profit costs for extra work for which unit prices have not been established in the original contract shall not exceed 20 percent.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Engineer's Estimate is less than \$1,500.00 at the applicable

contract unit price, the Engineer reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

Should the total pay quantity of any items of work required under the contract be less than 75 percent of the Engineer's Estimate, therefore, the Engineer reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of item.

2-9. Payment

Upon completion of the assigned work by the Contractor an acceptance of the work by the Public Works Director, the Contractor shall submit an invoice for said work based on mutually agreed quantities. The monthly payment will be made on the basis of the amount of mutually agreed work completed, less five percent (5%) retention (if applicable). The final payment will be made approximately thirty-five (35) days after acceptance of the work by the City Council and recordation by the County. The Public Works Director may release portions of the retention prior to City Council acceptance.

2-10. Safety Regulations

The Contractor shall comply with the requirements set forth in Section 7-10.4.1 of the Standard Specifications.

2-11. Avoidance of Dust Nuisance

During the process of breaking and removal of any material from the site of the project and until completion of the contract work, the Contractor shall take all necessary measures in order to avoid the nuisance of excessive dust. Refer to Section 7-8.1 of the Standard Specifications.

2-12. Recycling of Materials and Non-Storm Water Discharges (If applicable)

Recycling of Materials

The Contractor is required to recycle all materials. The Contractor shall provide the City all documentations as to the weight of materials removed during excavations in accordance with the requirements of AB 939 and City Ordinance No. 333.

Discharges into Storm Drain

Storm water/urban runoff discharges to the public storm drainage system shall be prohibited for all discharges not wholly comprised of storm water or permitted by a valid National Pollution Discharge Elimination System (NPDES) permit issued by the California Regional Water Quality Control Board and the City of Yucaipa.

“Storm drain system” includes all roads with drainage systems, municipal streets, catch basins, curbs, gutter, ditches, man-made channels, storm drain or pipes or culverts. The Contractor shall prevent all non-storm water discharges from the construction site (i.e., mixing and cleaning materials, concrete washout, and disposal of paints, adhesives, solvents and landscape products). Only clear water shall enter the storm drain system.

2-13. Weed/Disease – Pesticide Usage

All landscaped areas shall be maintained free of weeds, disease, insects.

A disease/pest control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Weed, disease/pest control shall be provided by a licensed California Pest Control Applicator.

Insects and pests shall be eliminated immediately by appropriate, approved exterminating techniques.

All work involving pesticides shall be in compliance with all Federal, State and Local laws and shall be accomplished by or under the direction of a California Licensed Pest Control Advisor.

Records of all operations, including applicators names, stating times, dates, material used, pesticide formulations and methods of applications shall be maintained per the regulatory agencies regulations.

The contractor shall provide the City with Material Safety Data Sheets (MSDS) and labels for all pesticide products used or stored within the City.

Frequency of disease, pest control operations shall be daily as needed.

Cost for all weed/disease control will be included in all other items of work and no additional compensation will be paid.

2-14. Litter Removal

As needed, complete policing (litter pick-up) of all maintenance areas, including landscaping and shrub areas, no additional compensation will be paid.

SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 3 (Construction Methods) and Part 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

- a. Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or
- b. Subsurface or latent physical conditions at the site differing from those indicated; and/or
- c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

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

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

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

SECTION 402 - UTILITIES

402-1 LOCATION

Except as shown in the Plans or specified in the Special Provisions, the location and existence of underground utilities or substructures has not been obtained. Subject to Gov't Code Section 4215, 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.

CITY OF CALIMESA SPECIFICATIONS

SECTION 3 – CONSTRUCTION MATERIALS AND METHODS FOR JP RANCH LANDSCAPE MAINTENANCE PROJECT BID NO. 2024-10

3-1. Removal and Disposal of Materials

All materials removed must be hauled away from the project site on the same working day and legally disposed of and/or recycled at a site located outside the city limits of the City of Calimesa. The Contractor shall recycle materials whenever possible. If the Contractor recycles materials in accordance with the requirements of AB 939, the City shall be provided documentation as to the weight of the material.

Except as otherwise specifically authorized by the Public Works Director, all self-propelled equipment used by the Contractor in excavation, breaking and removal operations for street improvement work shall be equipped with rubber tires.

3-2. Avoidance of Dust Nuisance

The Contractor shall take all necessary measures in order to avoid the nuisance of excessive dust resulting from the process of breaking, reconstructing and removing any materials on the project site. Such measures shall be employed for the duration of the contract work. Refer to Section 7-8.1 of the Standard Specifications for Public Works Construction (Green book).

3-3. Storage of Materials in Public Streets

The Contractor shall comply with the requirements set forth in Section 7-10.2 of the Standard Specifications.

3-4. Materials and Methods Additions

References in this section refer to the most recent CALTRANS Standard Specifications unless otherwise specified.

3-5. Mobilization

GENERAL – Mobilization shall comply with the requirements of Section 9-3.4, “Mobilization,”

of the Standard Specifications.

PAYMENT - Work under this item shall be paid for under various bid items. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work specified herein. No additional compensation will be paid.

3-6. Scope of Work

The Contractor's prime responsibility will be to provide **COMPLETE JP RANCH LANDSCAPE MAINTENANCE PROJECT** in a safe and timely manner in accordance with the maintenance standards as set forth in this specification. Contractor shall furnish all labor, equipment, materials, and supervision required to properly maintain the landscaped areas and irrigation in an attractive condition throughout the term of the contract. **(Material shall include but not be limited to fertilizers and seed. No additional compensation will be allowed for items required for the maintenance of the parks, medians, and basins.) Mulch will be supplied by the City and the Contractor will install it at no additional costs to the City.**

Schedule:

The Contractor will provide the City with a maintenance schedule for the City's approval. This schedule will include times for general maintenance and specialized maintenance for the items such as (but not limited too):

1. Ground Cover Maintenance (Weekly)
2. Tree Maintenance (Weekly)
3. Concrete "V" Gutter/Cobble Swale Maintenance (Monthly)
4. Irrigation Repair (As Needed)
5. Litter Removal

The costs submitted in the contractor's proposal will be applied to all the existing parks, medians, detention basins, and City property at the unit prices bid and the amount/type of work to be performed at each park, median, detention basin, and City property. These costs will also be applied to parks, medians, detention basins, and City property that may be accepted by the CITY for maintenance.

A. Workforce and Performance

1. Landscape Maintenance Contractor shall have a valid California Landscape Contractor License (C-27).
 - a. All workers shall be under the supervision of an experienced maintenance supervisor.
 - b. All work shall be scheduled to assure that horticultural tasks are completed at the proper times. Schedules may vary throughout the year as weather conditions indicate. Contractor to furnish schedule for all landscaping maintenance.
 - c. Contractor shall repair or replace at his own expense any and all damage to property caused by any act or omission of the Contractor, his employees or his agent.

B. Contractor Liability

1. All damage to existing improvements located within areas, and adjacent to areas under maintenance, which in the opinion of the City are due to the Contractor's operation, shall also be repaired or replaced at the Contractor's expense with similar materials and in an approved manner.
2. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City and shall be accomplished as directed by the City or its representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City staff. Irrigation damage shall be repaired or replaced within the following time limits:
 - a. All damages to turf (when applicable), ground cover, shrubs, vines or trees shall be repaired or replaced within five (5) working days.
 - i. Damage to turf shall be repaired by replacement with the appropriate variety of sod, reseeding shall not be considered as an adequate repair. (if applicable)
 - ii. Damage to groundcover shall be repaired by replacement with the appropriate variety of plant material. The City shall determine size and spacing.
 - iii. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the City the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
3. Damage to trees shall be repaired in the following manner:
 - a. A qualified Tree Surgeon or Arborist shall remedy minor damage such as bark lost from mechanical equipment.
 - b. If the damage results in the loss of the tree; or, if in the opinion of the City the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size.
4. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.
5. All work shall be inspected, verified, and completed to the satisfaction of the City, or its authorized representative.

C. Inspection

A detailed walk-around inspection between Contractor and/or Contractor's designated representative and the designated City representative shall be required on the first and third week of each month to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner and time frame specified by the City. The time and location of inspections shall be determined upon execution of this Agreement. Failure of the Contractor to comply with this requirement may result in a reduction of compensation, as specified and/or termination of the Agreement, as specified. This requirement may be modified by written mutual consent of City and Contractor.

D. Work Schedule

1. Normal Work Schedule: The Contractor shall accomplish all construction work between the hours of 7:00 a.m. and 5:00 p.m. during the normal workweek, Monday through Friday. Deviation from these hours will not be permitted without the prior consent of the Public

Works Director, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead and travel time. The Contractor will coordinate inspections with the Public Works Inspector 24 hours prior to any work being done during evenings or Weekends.

2. Contractors shall submit to the Public Works Department a weekly detailed job schedule, time sheet, names and titles of all persons working on the project within ten (10) days after the start of the maintenance contract. The City or its representative shall approve materials and/or chemicals to be used on any site. The City shall be notified within five (5) working days of any deviation from this schedule or material usage.
3. Contractors shall maintain and keep current a report form that records all on-going, seasonal, and additional work maintenance functions performed on a daily basis by the Contractor's personnel. Said report shall be in a form and content acceptable to the City and shall be submitted to the City monthly. The monthly payment will not be made until the City receives such report.

E. General Maintenance

1. Contractor shall have the duty to provide complete landscape maintenance of all work sites including, but not limited to, the following:
2. Fertilize, prune, shape and trim trees, shrubs and ground cover plants. Before the fertilization process the contractor shall obtain a soils analysis and recommendation for the fertilization of the specific types of items to be fertilized. That analysis and recommendation will be submitted to the City for approval prior to fertilization. The cost for the analysis (yearly) and recommendation will be at the contractor's expense, and no additional compensation will be paid. Furnish and install any mulch products (City furnished) which have become deficient per the City, no additional compensation will be paid. Coordinate mulch delivery with the City's representative.
3. Control weeds (pulling not weed whacking) and spraying, plant disease, no additional compensation will be paid.
4. Mow, edge, fertilize, renovate and over seed turf grass, no additional compensation will be paid.
5. Maintain plant material in a healthy condition with horticulturally acceptable growth and color, no additional compensation will be paid.
6. As needed, complete policing (litter pick-up) of all maintenance areas, including landscaping and shrub areas, no additional compensation will be paid.
7. Maintenance of all planters (pulling weeds not weed whacking, replanting etc.), no additional compensation will be paid.
8. Contractor shall be responsible for collection and disposal of all waste material; this includes cleaning sidewalks, benches, curbs and gutters of trimming litter and weeds, no additional compensation will be paid.
9. In the event of a windstorm or other severe weather event, Contractor shall do a complete review of all maintenance areas within 24-hours following the storm and notify City of any work needed. Emergencies that involve maintenance work included in these general conditions; no additional compensation will be paid.
10. Contractors shall perform a biweekly maintenance inspection, during daylight hours, of all areas.
11. As part of the general maintenance the contractor shall maintain the DG in the designated trails in a smooth even surface filling of ruts and depressions is required within 24 hrs. of notice by the City. No additional compensation will be paid.

12. Irrigation repair shall be billed at time per unit hourly price list and materials at purchase price plus 5%. Repairs may include, but are not limited to replacement of worn/broken irrigation equipment, quick couplers, valves, etc. Contractor shall perform these services after being provided written authorization or work order.

F. Turf Maintenance (Weekly) If Applicable

1. Frequency (weekly) and height of mowing will depend on type of turf and current weather and growing conditions. Edging along sidewalks and curbs shall be performed with each mowing. Lawns bordering ground cover and trail areas shall be edged to prevent grasses from spreading into ground cover area. No additional compensation will be paid.
2. Turf shall be edged around all sprinklers and other objects, as necessary, to allow proper functioning and prevent damage, no additional compensation will be paid.
3. All turf maintained under the Contract shall be mowed with power mowers. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions. Recycler mowers shall only be used upon acceptance by the City. All clippings and debris shall be removed concurrent with mowing operations. No PTO driven mowers will be allowed.
4. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site, no additional compensation will be paid. Contractor will provide City with a monthly accounting of said green waste.

G. Ground Cover Maintenance (Weekly)

1. Edging and Trimming of Ground Cover:
 - a. Edging of ground cover areas shall be performed weekly, no additional compensation will be paid.
 - b. All ground cover adjacent to sidewalks, trails, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line, no additional compensation will be paid.
 - c. All groundcover shall be continually trimmed at the dripline of all shrubs, no additional compensation will be paid.
 - d. All groundcover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the ground cover area as determined by the City. No additional compensation will be paid.
 - e. Trimming of groundcover may be required around sprinklers to provide maximum irrigation coverage. No additional compensation will be paid.
 - f. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site. No additional compensation will be paid. Contractor will provide City with a monthly accounting of said green waste.
 - g. Furnish and install any mulch products or dead plants which have become deficient per the City. No additional compensation will be paid.
2. Cultivation of Ground Cover Areas:
 - a. The open soil between plants shall be cultivated weekly where the planting permits. No additional compensation will be paid.
3. Renovation of Ground Cover Areas:
 - a. Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the City. No additional compensation will be paid.
4. Replanting of Ground Cover Areas:

- a. Replanting shall be required to maintain the continuity of the ground cover area. Cost for this replanting shall be paid per the contractor's attached material replacement costs lists and as directed by City.
- 5. Ground Cover Fertilization:
 - a. The ground cover shall be continually fertilized to provide a healthy and vigorously growing ground cover with horticultural acceptable growth and appearance, as determined by the City. Before the fertilization process the contractor shall obtain a soils analysis and recommendation for the fertilization of the specific types of items to be fertilized. That analysis and recommendation will be submitted to the City for approval prior to fertilization. The cost for the analysis and recommendation will be at the contractor's expense and no additional compensation will be paid.
 - b. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
 - c. Contractor shall notify the City, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
 - i. Location and exact date the fertilizer application will be performed.
 - ii. Type of fertilizer and method of application to be used.

H. Shrub Care (Weekly)

- 1. Pruning of Shrubs
 - a. All shrubs growing in the work areas shall be pruned annually in February, or more frequently as determined by the City, to encourage healthy growth habits, removal of dead or damaged branches, and maintain natural shape. No additional compensation will be paid.
 - b. Shrubs shall be pruned with sharp pruning tools.
 - c. Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape. No additional compensation will be paid.
 - d. All pruning cuts shall be one-quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
 - e. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site. No additional compensation will be paid.
 - f. Pruning shall be done to maintain a natural well-groomed, laced-out appearance, and encourage air movement through the shrub.
 - g. Shearing, hedging or severe pruning shall not be permitted without prior written permission from the City.
 - h. Contractor shall notify the City five (5) working days prior to the annual pruning, in writing, stating the exact location and date the annual pruning shall be performed.
- 2. Shrub Fertilization
 - a. Shrubs shall be fertilized as necessary to maintain horticultural acceptable health and color. Before the fertilization process the contractor shall obtain a soils analysis and recommendation for the fertilization of the specific types of items to be fertilized. That analysis and recommendation will be submitted to the City for approval prior to fertilization. The cost for the analysis and recommendation will be at the contractor's expense and no additional compensation will be paid.
 - b. Foliar fertilization may be performed when appropriate.
- 3. Shrub Replacement

- a. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the exact same species and size of plant material that existed. If approved by the City the Contractor shall be responsible for the complete removal and replacement of shrubs lost. Compensation for the replacement of the shrubs will be at the price quoted by the contractor from his list of costs and as directed by City.
- b. Substitutions for any plant materials must have prior written approval by the City.
- c. Original plans and specifications shall be consulted to determine correct identification of species.
- d. Care shall be taken to prevent soil build-up around the crown of shrubs.

I. Vine Care (Weekly) If Applicable

Vines and espalier plants shall be checked regularly and secured to the wall or support on a weekly basis. No additional compensation will be paid.

1. Vine Trimming

- a. All vines shall be trimmed a minimum of every three months. No additional compensation will be paid.
- b. All vines shall be maintained so encroachment into adjacent pedestrian right-of-way shrubs, ground cover or private property is inhibited.

J. Tree Care (Weekly)

1. Tree Trimming

- a. Contractor shall be responsible for all tree trimming, to a height of fifteen feet (15 feet). No additional compensation will be paid.
- b. Contractor shall perform tree pruning annually between November-February to provide a natural well groomed, "laced out" appearance.
- c. Contractor shall notify the City in writing five (5) days prior to any tree pruning, except when pruning is required for public safety.
- d. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is trimmed carefully to promote the tree's health and appearance. No additional compensation will be paid.
- e. All work shall be of the highest quality and performed in accordance with approved ISA professional tree trimming standards.
- f. All trees shall be pruned within 48-hours upon notification to remove or prevent encroachment where it blocks vision or encroaches in any manner deemed undesirable by the City. No additional compensation will be paid.
- g. All trees shall be continually maintained free of all dead, diseased (mistletoe) and damaged branches back to the point of breaking. Cuts must be made per I.S.A. Pruning Standards. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease. No additional compensation will be paid.
- h. All sucker growth is to be removed from trees as it occurs. No additional compensation will be paid.
- i. Contractors shall maintain all branches which encroach sidewalks and paths at a minimum height of eight (8) feet clearance and a minimum fourteen (14) foot clearance for branches, which encroach beyond the curb line into the travel ways. No additional compensation will be paid.
- j. All branches that encroach over private property shall be removed as directed. No additional compensation will be paid.

- k. Contractors shall not remove or disturb any tree central leader without prior written approval from the City.
2. Tree Staking
 - a. Contractor shall, at no additional cost to the City, stake and tie all trees that require support.
 - b. Tree stakes shall be pentachlorophenol treated lodgepole pine not less than eight (8) feet in length. Two (2) tree stakes are required per tree.
 - c. Trees shall be secured to stakes with cinch ties or equivalent. Do not use wire and hose.
 - d. Stakes shall be placed outside of the root ball.
 - e. Stakes and ties shall be placed so no chafing of bark occurs and shall be checked frequently, and re-tied as necessary, to prevent girdling.
3. Tree Replacement
 - a. Contractor shall be responsible for the complete removal and replacement (Compensation for the replacement of the trees will be at the price quoted by the contractor from his list of costs.) of trees lost, as determined by the City.
 - b. Replacement shall be made by the worksite Contractor with the kind and size determined by the City. Downed trees, due to any cause, shall be removed and the stump ground to a depth of 12" and re-filled the same day of identification or notification. The City may specify a species of tree for replacement different from the one lost. Compensation for the replacement of the trees will be at the price quoted by the contractor from his list of costs and as directed by City.
4. Fertilization - Contractors shall fertilize trees as necessary to maintain horticultural acceptable health and color. The time and type of fertilization shall be approved by the City prior to any application. No additional compensation will be paid.

K. Green Waste Disposal

1. Contractor shall be responsible for recycling all green waste generated from their contract performance. No additional compensation will be paid.
2. Contractor shall have the duty to keep all green waste from being contaminated to an extent it no longer can be recycled.
3. Contractor shall deliver all green waste to a city approved reclamation site, for the purposes of recycling.
4. Contractor shall submit a monthly report identifying the weight and/or volume of green waste recycled during the preceding month. No additional compensation will be paid.

L. General Clean-Up

1. Trash Removal: Remove all contractor generated trash and accumulated debris from the work sites. No additional compensation will be paid.
2. Walkway Maintenance: Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment not less than once per week. No additional compensation will be paid.
3. Removal of Leaves: Accumulation of leaves shall be removed from all areas not less than once per week. No additional compensation will be paid.
4. Removal of Damaged Plant Material: All dead, damaged, declining, hazardous or broken plant material (trees, shrubs, vines, ground cover, turf), shall be removed by the contractor at no additional cost to the City.

M. Weed Control and Fertilization

1. All planted areas, areas around shrubs and trees, next to buildings, fences, sidewalks and curbs shall be kept essentially free of weeds. Weeds shall be controlled preferably with pre-emergent herbicides but also with selective systemic herbicides as recommended by a licensed pest control/herbicide advisor. Pull weeds throughout the project areas and hoe weeds as little as possible, since this may result in plant damage. It will be considered unsatisfactory to allow weeds to grow unabated for more than one (1) week (see attached weed list). No additional compensation will be paid.
2. Contractor shall take reasonable steps necessary to maintain landscape areas essentially free of harmful horticultural insects and disease infestations as customarily occur in the vicinity of the project and as preventable by application of available chemical or cultural practices.
3. Plant material shall be fertilized according to their individual needs to maintain good health, vigor and color throughout the year the cost for all material including fertilizers and weed control agents and labor to apply the same is considered incidental to all other items of work.
4. All materials used in the maintenance of the landscaping and irrigation shall comply with local, state and federal laws.
5. Application of all materials should be carefully timed to promote positive results and promote safety.
6. The cost of chemicals and their applications is the responsibility of the Contractor.
7. Before the fertilization process the contractor shall obtain a soils analysis and recommendation for the fertilization of the specific types of items to be fertilized. That analysis and recommendation will be submitted to the City for approval prior to fertilization. The cost for the analysis and recommendation will be at the contractor's expense and no additional compensation will be paid.

N. Additional Work

1. The CITY may, at its discretion, authorize the Contractor to perform additional work. Additional work shall be defined as work not included in this Agreement. All extra work must have written approval prior to the work being performed.

Contractor shall submit an invoice for compensation with attached photocopies of all original invoices for materials. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.

O. Performance Evaluation

The performance of the maintenance work will be reviewed and monitored by the City on a monthly basis. Both the City representative and the Contractor's representative shall walk the maintained location and sign off on the inspection sheet. During these reviews, the City will utilize the inspection sheet for that location, which is included in this specification, to document the findings. Overall performance will be evaluated on a grading system. A grade of an "A" represents acceptable work and the contractor shall receive 100% payment for that month. If the Contractor does not sign the inspection report for any given location, the invoice for that location will be reduced by 10% (City and Contractor buy-off is essential to this contract). A grade of a "B" represents that there are issues that should have been addressed as part of the contract, such as excessive amounts of weeds, incomplete mowing, missed fertilization, or any items not addressed that were listed on the prior inspection, and the contractor shall receive 75% payment for that month. A grade of a "C" means excessive items are on the list and there are carry-over items from the previous inspection, and the contractor shall receive 60% payment for that month. A failing

grade for the park means that major components of the contract were missed, and the contractor shall receive zero payment for that month.

Any overall rating falling below a B will be deemed unsatisfactory. Two consecutive unsatisfactory ratings may, at the discretion of the City, result in the termination of the entire contract.

P. Guarantee and/or Replacement Policy

1. All new plant material and irrigation installed shall be guaranteed for a period of one (1) calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm. No additional compensation will be paid.

Q. Contract Length and Extension

1. This contract shall be for a period of **two (2) Years** from the signing of the contract. If agreed mutually by the contractor and the City the contract may be extended for **two (2)** additional years at the contract prices bid originally. After the 2nd year the City and Contractor may agree to extend the contract in one-year increments for a period of **two** more years. The years 3 - 4 would be extended if mutually agreed by the City and Contractor at the end of each year with an adjustment being allowed equal to the CPI for the years 3 and 4. The CPI is defined as the Consumer Price Index for the Riverside-San Bernardino-Ontario Area for All Urban Consumers (1982-84=100). Any extension of the contract term shall be authorized solely at the discretion of the City Manager.

R. Re-Seeding at Various Locations (If applicable)

The contractor shall on an annual basis, re-seed areas that are bare as selected by the City's representative. The seed shall be applied at a rate of 6 pounds/1000sf and the City shall approve the type of seed proposed by the Contractor to be used, Triple Crown Extreme (Aquawise), or approved equal. The seed shall be spread using a mechanical applicator. The schedule for applying the seed shall be coordinated with the City representative so that the proper amount of water may be applied to the re-seeded area. The seed shall be immediately topped with a topper, 1/8" thick. The topper proposed for the application shall be approved by the City's representative, weed-free, organic product. In areas where the seed requires that the grass be closed off to public use, the City will provide and install necessary fencing.

S. Litter Removal

As needed, complete policing (litter pick-up) of all maintenance areas, including landscaping and shrub areas, no additional compensation will be paid.

3-7. Ground Cover and Shrub Maintenance (Weekly)

GENERAL: The Contractor's prime responsibility will be to provide for complete **"GROUND COVER AND SHRUB MAINTENANCE"**. This will include all ground cover and SHRUBS trimming, weeding, fertilizing, removal of dead or diseased plants (city pays unit

costs for installation and plants/plant material per contractor's attached unit cost list) and the overall maintenance required. The Contractor shall furnish all labor, equipment, **MATERIAL** and supervision required to properly maintain the ground cover maintenance areas and irrigation in an attractive condition throughout the term of the contract. All of the above maintenance procedures shall be performed weekly except for the fertilizing which will be performed quarterly on a schedule approved by the City prior to commencing any work on this contract. The City will also reserve the right to adjust any schedules after a consultation with the contractor.

PAYMENT: The contract unit price paid per ***Lump Sum*** for "**GROUND COVER AND SHRUB MAINTENANCE**", shall include full compensation for furnishing all labor, **MATERIAL**, tools, equipment, and incidentals, and for doing all work involved in the ground cover area maintenance as directed by the City and as stated above, and no additional or separate compensation will be allowed therefore.

3-8. Tree Maintenance (Weekly)

GENERAL: The Contractor's prime responsibility will be to provide for complete "**TREE MAINTENANCE**". This will include all trimming, fertilizing, removal of dead or diseased trees (city pays unit costs for installation and trees/tree material per contractor's attached unity cost list) and the overall maintenance required. All trimming shall be performed per the ISA Pruning Standards. The Contractor shall furnish all labor, equipment, **MATERIAL** and supervision required to properly maintain the trees in an attractive condition throughout the term of the contract.

PAYMENT: The contract unit price paid per ***Lump Sum*** for "**TREE MAINTENANCE**", shall include full compensation for furnishing all labor, **MATERIAL**, tools, equipment, and incidentals, and for doing all work involved in the tree maintenance as directed by the Engineer and as stated above, and no additional or separate compensation will be allowed therefore.

3-9. "V" Gutter Maintenance (Monthly – As Needed)

GENERAL: The Contractor's prime responsibility will be to provide for complete "**V GUTTER MAINTENANCE**". This will include all debris removal from within the concrete drainage swale and any structure attached to that swale. The Contractor shall furnish all labor, equipment and supervision required to properly maintain the concrete drainage swales and associated drainage structures. All of the above maintenance procedures shall be performed on a schedule approved by the City prior to commencing any work on this contract. The City will also reserve the right to adjust any schedules after a consultation with the contractor.

PAYMENT: The contract unit price paid per ***Lump Sum*** for "**V GUTTER MAINTENANCE**", shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all work involved in the maintenance of the concrete drainage swales and associated drainage structures as directed by the Engineer and as stated above, and no additional or separate compensation will be allowed therefore.

3-10. Irrigation Testing, Monitoring, and Adjusting (Monthly)

GENERAL: The Contractor's prime responsibility will be to provide for complete "IRRIGATION TESTING, MONITORING, AND ADJUSTING". This will include maintenance called out in all other various items of work for the overall maintenance required. The Contractor shall furnish all labor, equipment, **MATERIAL**, and supervision required to properly maintain the irrigation system in an efficient, operational condition throughout the term of the contract.

PAYMENT: The contract unit price paid per *Lump Sum* for "IRRIGATION TESTING, MONITORING, AND ADJUSTING", shall include full compensation for furnishing all labor, **MATERIAL**, tools, equipment, and incidentals, and for doing all work involved in the irrigation system operation as directed by the Engineer and as stated above, and no additional or separate compensation will be allowed therefore.

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.

402-1.3 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 Public Works Director 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.

402-2 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.

402-3 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 Public Works Director. 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.

402-4 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.

402-6 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.

402-7 NOTIFICATION

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

Agency: _____
Phone Number: _____
Contact Person: _____

Agency: _____
Phone Number: _____
Contact Person: _____

Agency: _____
Phone Number: _____
Contact Person: _____

JP Ranch

CFD Area= 5.24 Acres
228,271 S.F.

Legend

 CFD Area

