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# CONSTRUCTION OF

# CORONA CRUISER SHELTER BATTERY AND LIGHTING IMPROVEMENTS

# PROJECT NO. 2017-30, NIB 19-008CA

## SECTION G – GENERAL PROVISIONS

The Work hereunder shall be done in accordance with the Standard Specifications for Public Works Construction 2015 Edition (Greenbook) hereinafter referred to as "Standard Specifications", these General Provisions and the Specifications and Drawings identified in the Contract Documents. The Standard Specifications are referred to and by this reference made a part hereof as though set forth at length. In the case of conflict between the Standard Specifications and these General Provisions, these General Provisions shall take precedence over, and shall be used in lieu of, such conflicting provisions. These General Provisions have been arranged into a format that parallels the Greenbook. In the event a subsection heading contained in the Standard Specifications is not referenced in these General Provisions that subsection shall read exactly as stated in the Standard Specifications. These General Provisions shall hereinafter be referred to as Specifications.

Bidders with pre-bid inquiries regarding the Work covered in this Section should be directed to Gerardo Sanabria at Gerardo.Sanabria@CoronaCA.gov or (951) 279-3522.

Prepared By:

DocuSigned by:

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9/18/2018

Date

REGISTERED PROFESSIONAL ENGINEER
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# SECTION G – GENERAL PROVISIONS

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# PART 1 - GENERAL PROVISIONS

## SECTION 1 – TERMS DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

### 1-1 GENERAL.

*Add the following after the first paragraph:*

Except as hereinafter provided, the latest edition of the City of Corona Standard Drawings and Specifications, the latest edition of the Standard Specifications for Public Works Construction stated on the cover page, and these General Provisions are adopted and called the City Specifications.

*Add the following subsection:*

#### 1-1.1 Intent

It is the intent of these Specifications and any related Contract Documents that work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purpose of the installations. Any work shown on the Contract Documents including contract plans but not called for in the Specifications, or vice versa, is to be furnished or performed as if indicated in both. Should a conflict arise, these Specifications shall have precedence. All referenced specifications are part of the Contract Documents controlling the Work.

### 1-2 TERMS AND DEFINITIONS.

*Add or modify the following:*

**AASHTO Designations** - The latest revised Specifications of the American Association of State Highway and Transportation Officials.

**Acceptance** – Formal action of the City by the Public Works Director in determining that the Contractor's Work has been completed in accordance with the Contract, filing a Notice of Completion with the County Recorder, which stipulates the date that the Work was completed, and notifying the Contractor in writing of the acceptability of the Work.

**Agency**

*Add the following after the first sentence:*

The City of Corona, a General Law city, organized and existing in the County of Riverside, State of California. Also sometimes referred to as the "City" in the Contract Documents.

**Award of Contract – Date of** – Date on which the Purchase Order has been issued after the Mayor or designee executes the Contract Documents and all conditions precedent to award have been satisfied.

**ASTM Designations** - The latest revised Specifications or tentative Specifications of the American Society for Testing and Materials.

**Board**

*DELETE the definition in its entirety and REPLACE with the following:*

Where the word Board appears in the Standard Specifications, it shall mean the City Council of the City of Corona.

**CA MUTCD** – California Manual on Uniform Traffic Control Devices.

**City** - is the City of Corona.

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**Council** - City Council of the City of Corona.

**Contract**

*DELETE the definition in its entirety and REPLACE with the following:*

The written agreement (contract form) between the City and the Contractor for the complete and adequate completion of the work for the Project. The Contract consists of the Contract Documents. The documents comprising the Contract are complementary, and each obligation of the Contractor, Subcontractors and material or equipment suppliers in any one document shall be binding as if specified in all. The Contract is intended to include all items required for the proper execution and completion of the Work.

**Contract Documents**

*Add the following after the last sentence:*

In addition, all documents incorporated by reference into the Contract form.

**Contracting Officer** - Owner or duly authorized representative.

**Contractor**

*Add the following after the last sentence:*

As used in these Contract Documents, the term 'Contractor' shall mean the person or entity that has been awarded the Contract by the City of Corona.

**Contract Price**

*DELETE the definition in its entirety and REPLACE with the following:*

The amount stated in the Contract form, including authorized adjustments pursuant to Change Orders, which is the total amount payable by the City to the Contractor for performance of the Work under the Contract. It is also sometimes referred to as the 'Total Bid Price' in the Contract Documents.

**Contractor's Representative** - Contractor's executive representative who shall be present on the Work site at all times that any work is in progress and who shall have the authority to act on behalf of the Contractor for all purposes under the Contract. The Contractor shall designate such representative in writing to the City. The Contractor's Representative shall be available to the City and its agent's at all reasonable times.

**Department** - Where the word Department appears in the Standard Specifications, it shall mean the Public Works Department of the City of Corona.

**Due Notice** - A written notification in the form of a letter or email, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48 hours) prior to the commencement of the contemplated action. Notification may be from the City to the Contractor or from the Contractor to the City.

**Engineer**

*DELETE the definition in its entirety and REPLACE with the following:*

The City Engineer of the City of Corona, acting personally or through agents or assistants duly authorized by him or her.

**Inspector** - The engineering or technical personnel authorized to act as agents for the Engineer in the supervision of work covered by these Specifications, limited to the particular duties entrusted to them.

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**Laboratory** - Any laboratory of a public agency or a recognized commercial testing laboratory.

**Liquidated Damages** - The amount prescribed in the Contract form, pursuant to the authority of Government Code Section 53069.85, to be paid to the City or to be deducted from any payments due, or to become due, the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Contract Documents.

**Owner -** The City of Corona.

**Project** – See **Work**.

**Prompt** - The briefest interval of time required for a considered reply, including time required for approval by a governing body.

**Provide** - Shall mean the Contractor to furnish and install all equipment, labor and materials required to complete the Work.

**Punchlist** – List of incomplete items of Work and of items of Work that are not in conformance with the Contract.

**Substantial Completion** – Date of written notice to the Contractor that the Work is Substantially Complete and is ready for final inspection and development of the final Punchlist. Substantial Completion does not mean completion in accordance with the Contract, nor shall Substantial Completion of all or any part of the Project entitle the Contractor to Acceptance under the Contract.

**Supplier** - The individual, partnership, corporation, joint venture, or other legal entity having a contract with the agency or Contractor to provide materials, equipment or services necessary to the performance of the Work.

**TCP** - Traffic Control Plan.

**Working Day**

*Substitute item c with the following and add item g:*

c) any City holiday, specifically New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve day.

g) any day on which the Contractor is specifically required by these Special Provisions.

**1-3.2 Common Usage.**

*Add the following abbreviations:*

AC.....Asphalt Concrete

**1-3.3 Institutions.**

*Add the following abbreviations:*

AAN .....American Association of Nurserymen
AGC.....Associated General Contractors of California
APWA.....American Public Works Association
ASA .....American Standards Association
ASME .....American Society of Mechanical Engineers
DWP .....Department of Water and Power
NEC.....National Electric Code
SSS .....State of California Standard Specifications, latest edition, Business and Transportation Agency, Department of Transportation

## SECTION 2 – SCOPE AND CONTROL OF THE WORK

### 2-1 AWARD AND EXECUTION OF THE CONTRACT

*Add the following subsections:*

#### 2-1.1 Integration.

a) Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b) Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

#### 2-1.2 Change in Name and Nature of Contractor's Legal Entity.

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract.

#### 2-1.3 Prohibited Interests.

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in the Contract.

#### 2-1.4 Ownership of Drawing.

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any Subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

#### 2-1.5 Notice of Taxable Possessory Interest.

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

### 2-2 ASSIGNMENT.

*Replace the first two sentences with the following:*

Performance of the Contract may not be assigned or subcontracted except upon written consent of the City. No such assignment shall be permitted which would relieve the original Contractor or the Contractor's surety of responsibility under the Contract.

### 2-3 SUBCONTRACTS.

#### 2-3.3 Status of Subcontractors.

*Replace the first and second sentences with the following:*

By appropriate written agreement, Contractor shall require each Subcontractor to be bound by all obligations of this Contract. Each subcontract agreement shall preserve and protect the rights of the City. Should any Subcontractor fail to perform the Work undertaken by the Subcontractor to the satisfaction of the City, said Subcontractor shall be removed immediately from the Work upon request by the Engineer and shall not again be employed on the Work. The Contractor shall be held liable for all deficient Subcontractor work. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the City.

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## 2-5 PLANS AND SPECIFICATIONS.

### 2-5.1 General.

*Substitute the last paragraph with the following:*

If the Contractor, either commencing work or in the course of the Work, finds any discrepancy between the Specifications and the Plans, or between either and the physical conditions at the site of the Work, or finds any error or omission in any of the Plans, or in any survey, the Contractor shall promptly notify the Engineer in writing of any such discrepancy, error, or omission. If the Contractor observes that any Plans or Specifications are at variance with any applicable law, ordinance, regulation, order or decree, the Contractor shall promptly notify the Engineer in writing of such conflict.

The Engineer on receipt of any such notice will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly, after the Contractor's discovery of such error, discrepancy, or conflict, shall be at the Contractor's own risk, and the Contractor shall bear all costs arising therefrom.

### 2-5.2 Precedence of Contract Documents.

*Revise the section to read as follows:*

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

a) Permits

b) Change Orders or Work Change Directives

c) Contract/Agreement

d) Addenda

e) Bid/Proposal

f) Special Provisions

g) General Provisions

h) Plans

i) Additions and Amendments to Standard Plans

j) City of Corona Standard Plans

k) Other Specified Standard Plans

l) Notice Inviting Bids

m) Instructions to Bidders

n) Standard Specifications for Public Works Construction

o) Reference Specifications

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

a) Figures govern over scaled dimensions

b) Detail drawings govern over general drawings

c) Addenda or Change Order drawings govern over Contract Drawings

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d) Contract Drawings govern over Standard Drawings

e) Contract Drawings govern over Shop Drawings

Should it appear that the Work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Specifications, the Contractor shall apply to the Engineer for such further explanation as may be necessary and the Engineer's decision shall be final and binding.

**2-5.3 Submittals.**

**2-5.3.1 General.**

*Add the following to the end of first paragraph:*

Within 5 Days after the Notice to Proceed has been received by the Contractor, the Contractor shall provide to the Engineer a complete list of names and addresses of all suppliers of materials to be used on the Work.

*Add the following after the last paragraph:*

All submittals shall be submitted prior to the start of the Work unless otherwise approved by the Engineer. No work shall begin until the construction schedule has been approved by the Engineer. The Contractor shall submit for City review and approval Shop Drawings and submittals for all long lead supplies, materials, and equipment within 5 Working Days after the Notice to Proceed letter has been issued. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within 10 Working Days of said Notice to Proceed.

No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the Engineer. When submitted for the Engineer's review, Shop Drawings shall include the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings as conforming to the requirements of the Contract Documents. The following Contractor's certification shall appear on all submittals:

> "It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review.
>
> Certified by: _____
>
> Date: _____

A copy of each Shop Drawing and each sample as reviewed by the Engineer shall be kept in good order by the Contractor at the site and shall be available to the Engineer. A review fee of $200 will be withheld from the Contractor's progress payment for every re-submittal after the third time a submittal has been reviewed and rejected.

**2-5.3.3 Shop Drawings.**

*Add the following after the last paragraph:*

The following procedures will apply to Shop Drawing submittals:

a) The Contractor shall submit to the Engineer for review, 3 copies of all Shop Drawings. These drawings shall be complete, certified by the Contractor, and shall contain all required information in detail. The Contractor shall make any corrections to Shop Drawings required by the Engineer.

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b) Except as may otherwise by indicated herein, the Engineer will return the submittal to the Contractor with comments noted thereon, within 7 Days following receipt by the Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the third submission of a submittal item. The Contractor shall allow a minimum of 7 Days for review of submittals.

   1) If a submittal is returned to the Contractor marked “No exceptions taken,” formal revision and resubmission of said submittal will not be required.

   2) If a submittal is returned to the Contractor marked “Make corrections noted,” formal revision and resubmission of said submittal will not be required.

   3) If a submittal is returned to the Contractor marked “Amend-Resubmit,” the Contractor shall revise said submittal and shall resubmit the required number of copies of the revised submittal to the Engineer.

   4) If a submittal is returned to the Contractor marked “Rejected-Resubmit,” the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.

c) When reviewed by the Engineer, each copy of the drawings will be stamped and signed by the Engineer.

d) One sets of said drawings will be returned to the Contractor.

e) The review of the drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall assume all responsibility for accuracy of data, details, and dimensions shown in the submittals.

f) The Contractor agrees that if deviations, discrepancies, or conflicts between Shop Drawing submittals and the Contract Documents in the form of Plans and Specifications, except as particularly noted within the submittal, are discovered either prior to or after Shop Drawing submittals are processed by the Engineer, the Plans and Specifications shall control and shall be followed.

g) Revisions indicated on Shop Drawings shall be considered as changes necessary to meet the requirements of the Contract Plans and Specifications and shall not be taken as the basis of claims for Extra Work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to Shop Drawings. The review of said drawings by the Engineer will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.

h) Compliance certificates and weigh slips shall be provided for all aggregate base, asphalt concrete, Portland Cement Concrete, reinforcing steel, etc. Mix designs shall be submitted for asphalt concrete and Portland Cement Concrete mixes.

i) The Contractor shall furnish to the Engineer 3 copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.

**2-5.3.4 Supporting Information.**

*Replace the second, third and fourth sentences with the following:*

The Contractor shall submit signed verification from each source of supply for each construction material employed on the Work indicating that the material conforms to the Plans

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and Specifications. Two copies of the supporting information shall be submitted to the Engineer prior to the start of the Work.

*Add the following subsection:*

**2-5.3.7 "Record Drawing" (As Builts).**

The Contractor shall maintain, on the job site, a set of full-size reproducible contract plans, or a set of full-size blueline or blackline prints. The Contractor shall mark on these all as-built conditions, locations, configurations, and other details, which may vary from the details represented on the original drawings. Horizontal and vertical locations of existing underground utilities shall be referenced by station and elevation with dimensions of all utilities depicted. Details shall be noted in locations where new facilities, piping, equipment is connecting to existing improvements. This master record of as-built conditions, including all revisions made necessary by addenda, Change Orders, and the like, shall be maintained up-to-date during the progression of the Work.

Upon completion of the Work and prior to final acceptance, the complete set of Plans, marked up to show as-built conditions, shall be delivered to the Engineer. These plans shall be known as "Record Drawings."

Full compensation for conforming to the requirements of 2-5.3 shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor.

**2-6 WORK TO BE DONE.**

*Replace the subsection in its entirety with the following:*

The Work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery necessary for and appurtenant to the construction and completion of the Work in accordance with the Contract, and to leaving the construction site in a neat, clean, and orderly condition upon completion of the Work.

The estimated quantities of work and materials to be performed, constructed or furnished by the Contractor under this Contract are as shown on the Schedule of Prices in the Bid Proposal. The costs for items not specifically listed on the Schedule of Prices, but necessary to complete the Work are considered to be included in the unit cost of items listed in the Schedule of Prices. The Contractor shall perform a field review of the site prior to bidding the Work. It shall be the Contractor's responsibility to ascertain the existence of any and all latent surface conditions affecting the cost of the Work which could be identified during a field review.

Upon identifying any latent surface condition not indicated on the Plans or provided for in the Special Provisions, the Contractor, at no additional cost to the City, shall either protect in place or remove the item, as directed by the Engineer.

Any plan or method suggested to the Contractor by the Engineer but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor; and the City and the Engineer will assume no responsibility therefor.

**2-8 RIGHT-OF-WAY.**

*Replace the subsection in its entirety with the following:*

Rights-of-way, easements, or rights-of-entry for the Work will be provided by the City. All temporary access or construction rights-of-way, other than those shown on the Plans, which the Contractor may find it requires during progress of the Work, shall be arranged by, paid for, and disposed of solely by the Contractor at its own expense. The Contractor shall defend, indemnify and hold the City, its officials, officers, employees, and agents free and harmless from all claims for damages of any kind arising from or incident to such rights-of-way.

**2-9 SURVEYING**

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**2-9.1 Permanent Survey Markers.**
*Replace the second sentence of the second paragraph with the following:*

The Contractor's surveyor shall:

**2-9.2 Survey Service.**
*Replace the subsection in its entirety with the following:*

All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where missing or disturbed, in accordance with Section 8771 of the Professional Land Surveyor's Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance. This work will be the responsibility of the Contractor and shall be at the Contractor's sole cost and expense.

*Add the following subsection:*

**2-9.2.1 Payment.**
Full compensation for Surveying Services shall be considered as included in the prices Bid for the various items of the Work.

**2-9.4 Line and Grade.**
*Replace the subsection in its entirety with the following:*

All work, including finished surfaces, shall during its progress and upon completion conform to the lines, grades, cross-sections, elevations and dimensions shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line. In the event any discrepancy exists, it must be reported to the Engineer. Failure to make this report shall make the Contractor responsible for any error in the finished work. Minor deviations from approved Plans, whenever required by the exigencies of construction, shall be determined in all cases by the Engineer and authorized in writing.

**2-10 AUTHORITY OF THE BOARD AND THE ENGINEER.**
*Replace the second paragraph with the following:*

The Engineer shall have general supervision and direction of the Work and may be represented on the Work by a duly authorized resident engineer or inspector. All claims of the Contractor and questions which may arise as to quality or acceptability of materials furnished and work performed and as to the manner of performance and the rate of progress of the Work; all questions as to the interpretation of the Contract, and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and all questions as to compensation shall be referred to the Engineer for decision. The Engineer's decision shall be final and conclusive.

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**2-11 INSPECTION.**

*Add the following after the first paragraph:*

Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Engineer so that proper inspection may be provided. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted.

The Contractor shall notify the Engineer of the completion of the Work and the Engineer will make an inspection of the Work. The Engineer will not make the final inspection until the Work provided for and contemplated by the Contractor has been completed and the final clean up performed. The Contractor may be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that corrective work is completed, the Engineer will again inspect the Work and when the Engineer is satisfied that all work has been done in accordance with the Plans and Specifications, the Engineer will recommend to the Council that the Work be formally accepted.

**The City will provide inspection for an 8-hour day, 40-hour week - Monday through Friday ONLY- at no cost to the Contractor. If the Contractor choses to work more than 8 hours in any given day or more than 40 hours in any given week or on Saturday, Sunday or City Holidays, the Contractor will be responsible for the entire cost for the additional inspection at rates established by the City as stipulated in 6-1. The Contractor must request and receive approval from the Engineer prior to working any overtime work that requires inspection.**

*Add the following subsections:*

**2-13 SITE EXAMINATION.**

The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and location conditions, such as, but not limited to, all other matters which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

**2-14 FLOW AND ACCEPTANCE OF WATER.**

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising there from.

**2-15 NOTICE OF THIRD PARTY CLAIMS.**

Pursuant to Public Contract Code Section 9201, the City will provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract. Contractor shall attempt to verify and resolve claims promptly.

**2-16 SEPARATE CONTRACTS.**

The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.

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Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer will decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

## SECTION 3 – CHANGES IN WORK

### 3-1 CHANGES REQUESTED BY THE CONTRACTOR.

#### 3-1.1 General.

Add the following after the last sentence*:*

The Contractor shall give written notice of a proposed Change Order required for compliance with the Contract Documents within 7 days of discovery of the facts giving rise to the proposed Change Order.

### 3-2 CHANGES INITIATED BY THE AGENCY.

#### 3-2.1 General.

Add the following after the last paragraph:

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

#### 3-2.2 Contract Unit Prices.

Replace 3-2.2 in its entirety with the following:

##### 3-2.2.1 General.

In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Unit Price may be made for changes which result in an increase or decrease in the quantity of any unit price bid item of the Work in excess of 25 percent.

##### 3-2.2.2 Increases of More Than 25 Percent.

On a Contract Unit Price, should the total quantity of any item of work required under the Contract exceed the Engineer's Estimate therefor by more than 25 percent, the Work in excess of 125 percent of such estimate and not covered by an executed Contract Change Order specifying the compensation to be paid therefor will be paid for by adjusting the Contract Unit Price, as hereinafter provided, or at the option of the Owner, payment for the Work involved in such excess will be made as provided in 3-3.2, as amended in these Special Provisions.

Such adjustment of the Contract Unit Price will be the difference between the Contract Unit Price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed

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costs shall be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Engineer's Estimate of the quantity for such item, and in computing the actual unit costs, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for as Extra Work as provided in 3-3.2, as amended in these Special Provisions, or such adjustment as will be agreed to by the Contractor and the Owner.

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 $5,000 at the applicable Contract Unit Price, the Engineer reserves the right to make no adjustment in said price if the Engineer so elects, except that an adjustment will be made if requested in writing by the Contractor.

**3-2.2.3 Decreases of More Than 25 Percent.**

On a Contract Unit Price, should the total pay quantity of any item of work required under the Contract be less than 75 percent of the Engineer's Estimate therefor, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the quantity of said item performed, unless covered by an executed Contract Change Order specifying the compensation payable therefor, will be paid for by adjusting the Contract Unit Price as hereinafter provided, or at the option of the Engineer, payment for the quantity of the work of such item performed will be made as if the work were to be paid for as Extra Work as provided in 3-3.2, as amended in these Special Provisions, or such adjustment as will be as agreed to by the Contractor and the Owner; provided, however, that in no case shall the payment for such work be less than that which would be made at the Contract Unit Price.

Such adjustment of the Contract Unit Price will be the difference between the Contract Unit Price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for as Extra Work as provided in 3-3.2, as amended in these Special Provisions, or such adjustment as will be as agreed to by the Contractor and the Owner.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Engineer's Estimate of the quantity for such item at the original Contract Unit Price.

No adjustment of the Contract Unit Price shall be made under this subsection for any item of work designated as "Deletable Item".

**3-2.5 Eliminated Items.**

*Replace the subsection in its entirety with the following:*

On a Contract Unit Price, should any Contract item of the Work be eliminated in its entirety, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the Engineer or such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the Owner and the actual cost of any further handling will be paid for by the Owner. If the material is returnable to the vendor and if the Engineer so directs the Contractor, the material shall be returned and the Contractor will be paid for the actual cost of charges incurred by the vendor for returning the material. The actual cost of handling returned material will be paid for by the Owner.

The actual costs or charges to be paid by the Owner to the Contractor as provided in 3-2 will

be computed in the same manner as if the Work were to be paid for as Extra Work as provided in 3-3.2, as amended in these Special Provisions, or such adjustment as will be as agreed to by the Contractor and the Owner.

No adjustment of the Contract Unit Price shall be made under this subsection for any item of work designated as “Deletable Item”.

## 3-3 EXTRA WORK.

### 3-3.1 General.

*Add the following to the first paragraph:*

Any Extra Work performed by the Contractor without an approved Contract Change Order from the Engineer shall be at the Contractor's risk and the Contractor shall not be entitled to payment without an approved Change Order. All Extra Work shall be adjusted daily upon report sheets furnished by the Contractor, reviewed by the Engineer and signed by both parties. The daily report shall be considered thereafter as the true record of Extra Work done. New and unforeseen work will be classed as Extra Work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears in the Bid Forms.

### 3-3.2 Payment.

#### 3-3.2.1 General.

*Replace the first sentence with the following:*

When the cost and time for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided herein and grant additional time to the Contract duration. Extra Work shall be paid for under a written Change Order, approved by the City, in accordance with the terms therein provided. Generally, payment for Extra Work will be made at the unit price or lump sum previously agreed upon between the Contractor and the City.

#### 3-3.2.2.3 Tools and Equipment Rental.

*Replace the second paragraph in its entirety with the following:*

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates found in the Caltrans Labor Surcharge and Equipment Rental Rates, effective April 1, 2018 through March 31, 2019 which is available online at:

www.dot.ca.gov/hq/construc/equipmnt.html

#### 3-3.2.3 Markup.

#### 3-3.2.3.1 Work by Contractor.

*Replace the entire paragraph with the following:*

The following percentages shall be added to the Contractor’s costs and shall constitute the markup for all overhead, insurance, and profits on work performed by the Contractor:

(1) Labor .....20%
(2) Materials .....15%
(3) Equipment Rental .....15%
(4) Other Items and Expenditures .....15%

To the sum of the costs and markups provided for this subsection, one percent shall be added as compensation for bonding.

#### 3-3.2.3.2 Work by Subcontractor.

*Replace the second sentence with the following:*

A markup of 10 percent on the first $5,000 of the subcontracted portion of the Extra Work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the Extra Work may be added by the Contractor. These markups shall constitute the markup for all overhead and profit, including compensation for bonding to the Contractor on work performed by the Subcontractor.

The markups specified in 3-3.2.3.1 and 3-3.2.3.2 shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the Extra Work, including the cost of administration and any tools or equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the Extra Work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of Extra Work performed.

## SECTION 4 – CONTROL OF MATERIALS

### 4-1 MATERIALS AND WORKMANSHIP.

#### 4-1.1 General.

*Replace the subsection in its entirety with the following:*

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

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

#### 4-1.2 Protection of Work and Materials.

*Insert the following after the first sentence:*

All materials for use in the Work shall be stored by the Contractor in such a manner as to prevent damage from exposure to the elements, a mixture of foreign materials, or any other cause. Contractor shall be solely responsible for any and all damages or loss by weather or any other cause to such materials, parts and equipment. The Contractor shall make good any and all damages or loss to materials, parts and equipment.

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*Add the following at the end of 4-1.2*:

Until the final written acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the element 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 the Work from any cause whatsoever, the Contractor shall be responsible for all materials and the protection of work already completed, and shall properly store and protect them, if necessary. Contractor shall provide suitable drainage and erect temporary structures where necessary. Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the Work or the soil upon City real property. All such materials shall, upon being so attached or so affixed, become the property of the City.

Notwithstanding the foregoing, Contractor shall not be responsible for restoring damage valued in excess of 5% of the Contract Price if such damage was caused by an earthquake measuring over 3.5 on the Richter scale, as provided for in Public Contract Code Section 7105. If provided for in the Contract Bid Forms, however, Contractor shall provide insurance to protect against such damages.

**4-1.4 Test of Materials.**

*Insert the following before the first paragraph:*

All materials proposed for use may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. After approval, any material which becomes unfit for use due to improper storage, handling, or any other reason, shall be rejected.

*Add the following subsection:*

**4-1.4.1 Defective Materials.**

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

**4-1.6 Trade Names or Equals.**

*The second and third paragraphs are amended in their entirety to read as follows:*

Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name as “sole sources.” The specific findings and items for this project may be found in BID AND CONTRACT DOCUMNTS, BID SCHDULE – Schedule A.

Unless specifically designated as described above, whenever any particular material, process, or equipment is indicated by a patent, proprietary, or brand name, or by the name of the manufacturer, such product shall be deemed as followed by the words “or equal.” A Bidder/Contractor may offer any material, process, or equipment considered as equivalent to that indicated, unless a sole source is specified. Failure of the Bidder/Contractor to submit requests for substitution by the stipulated deadline shall be deemed to signify that the

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Bidder/Contractor intends to furnish one of the brands named in the Special Provisions, and the Bidder/Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment for that which was originally specified.

Deadline for receipt of Substitution Requests shall expire at 5:00 PM, 7 Days before the date of bid opening published in the Notice Inviting Bids.

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

Substitution Request Procedure - Submit a written request on Substitution Request Forms provided in the Bid Documents for proposed substitutions to Engineer prior to deadline for receipt of substitution requests. Submit proposed substitutions relating to a particular subcontract or trade in a single package. If Engineer accepts any proposed substitutions, such acceptance will be set forth in an Addendum. No substitution will be considered after the deadline for receipt of substitution requests has expired. Requests for substitutions shall be accompanied by a non-refundable cashier's check or money order for $200 made out to City of Corona to compensate Owner for cost of reviewing substitution request. Check shall clearly show Project name and product or service submitted for review.

Products accepted as "accepted equals" shall, in Owner's opinion, meet the following requirements:

a) Products shall be of equal quality, substance, function and color to those listed.

b) Products shall be standard products of a reputable manufacturer having regularly been engaged for 5 years in manufacture of products furnished.

c) Products shall have a reputation for assuring long-lasting trouble-free service.

d) Factory-authorized, factory-trained, and competent service personnel and stocked service parts shall be available within a 150 mile radius of the Work.

e) Manufacturer shall be capable of certifying compliance with listed reference standards.

Products not meeting the above requirements shall, for purpose of this Contract, be deemed "inferior" even if product's only shortcoming is that Bidder/Contractor failed to submit a Substitution Request on said product prior to the stipulated deadline. Substitution of "inferior" products shall not occur except where cost savings are offered to and accepted by the Owner in the form of a Change Order.

## SECTION 5 – UTILITIES

### 5-1 LOCATION.

*Replace the subsection in its entirety with the following:*

Known utilities and their respective owners are shown on the Plans or specified in these Special Provisions. Where underground utilities are shown on the Plans, the Contractor shall assume every property will be served by a service connection for each type of utility.

If no excavation is performed within 30 Days, the Contractor shall fully restore potholes and any damaged surrounding areas to their original condition unless otherwise specified in these Special Provisions or allowed by the Engineer. Contractor shall maintain and repair temporary asphalt repairs as needed until permanent repairs are complete.

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Unless specified otherwise as previously potholed, elevations shown on the Plans for existing utilities are based on a search of record information available during design only and are solely for the Contractor's convenience. The Agency does not guarantee the accuracy of the elevations.

Whenever the improvement requires the relocation or replacement of an existing utility under the Contract, this information will be shown on the Plans. Unless this notification is shown on the Plans, the Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

The Contractor is responsible for the protection of any utilities and for any damage to any such utility during the prosecution of the Work. Any damage to a utility shall be repaired by the Contractor to the satisfaction of the organization owning the facility at no additional cost to the City. The City reserves the right, if so requested by the utility owner, to permit the utility owner to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Contractor.

Any difference or conflicts that may arise between the Contractor and such other forces or contractors because of delays or hindrance to each other, shall be adjusted and determined by the Engineer. If the Work of the Contractor is delayed because of any acts or omissions of any other contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the City.

## 5-2 PROTECTION.

*Add the following to the end of the subsection:*

All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to grade by the Contractor. The Contractor shall notify each utility owner a minimum of 2 Working Days before commencing the Work.

If the Contractor, while performing the Contract, discovers utility facilities not identified in the Plans or Specifications, the Contractor shall immediately notify the Engineer and utility owner in writing.

During construction of the Work, some of the existing utilities may fall within the prism of trenches. If the existing utility does fall within the Contractor’s trenches, the utility involved shall be supported properly by the Contractor to the satisfaction of the utility owner. The method of support of the utility, precautions to be taken during trench backfill and compaction, etc., shall be per the utility owner’s requirements. The cost to support and protect existing utilities shall be included in the various bid items and no additional compensation shall be allowed. The Contractor shall contact the utility owner should it anticipate such exposure of any of the existing utilities.

**AGENCY TELEPHONE NUMBERS**

Underground Service Alert ..... 811
City of Corona Public Works Department.....951-736-2304
Metropolitan Water District.....951-776-2664
Comcast (Cable TV) .....877-447-9606
.....800-266-2278
Questar c/o Paragon Partners, Ltd .....714-349-3376
Pacific Bell (Engineering).....714-666-5423
Southern California Edison Company .....909-930-8435
.....800-611-1911
Southern California Gas Company .....800-624-2497
..... 800-427-2000

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AT &T (SBC).....909-606-0100
..... 800-325-1372
Time Warner.....888-766-2521
..... 909-912-3200
NextG Networks, Inc. .....909-593-9700
..... 714-572-8849
Corona Cruiser .....951-734-9418

**5-6 COOPERATION.**

*Add the following to the first paragraph:*

The City will initiate action required to draft the appropriate utility company work order that will provide for the various service connections or utility relocations and adjustments as noted on the Plans. Subsequent to issuance of a work order number for a utility involved task, the matter will be transferred to the Contractor and the Contractor shall assume the responsibility for all further coordination with the utility company. The Contractor shall be responsible for maintaining contact with the utility company representatives and providing necessary effort in scheduling utility work so that delays in overall construction schedule are avoided and utility services are in place for connection upon completion of Contract construction.

## SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

#### 6-1.1 Construction Schedule.

*Replace the second paragraph with the following:*

For projects of 45 Working Days or more, the Contractor shall submit at monthly intervals a written report of the actual construction progress and an accurate update of the Construction Schedule. The Contractor shall submit 2 paper copies of the updated construction schedule to the Engineer on the first Working Day of each month. The City will retain an amount equal to 5% of the estimated value of the work performed during the first estimate period in which the Contractor fails to submit an updated schedule. Thereafter, on subsequent successive estimate periods the percentage the City will retain will be increased at the rate of 5% per estimate period in which acceptable progress schedules have not been submitted to the Engineer. Retentions for failure to submit acceptable progress schedules shall be additional to all other retentions provided for in the Contract. All retention for failure to submit acceptable progress schedules will be released for payment on the next monthly estimate for partial payment following the date that acceptable progress schedules are submitted to the Engineer.

The Engineer will schedule and conduct a Preconstruction Scheduling Conference with the Contractor within 7 Days after the Notice of Award. At this meeting, the requirements of this section of the Specifications will be reviewed with the Contractor. The Contractor shall be prepared to discuss its schedule methodology, proposed sequence of operations and construction schedule. The Engineer will review and comment on the schedule within 7 Days after submission by the Contractor. The Contractor shall make all modifications to the proposed schedule that are requested by the Engineer.

The construction schedule shall conform to the following criteria:

a) Work activities shall be based on the items of work in the Bid and the following criteria:

   1) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.

   2) Lump Sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.

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3) Work to be performed by Subcontractors shall be identified and shown as work activities.

b) The Time of Completion must be per 6-7. A schedule submitted showing completion earlier or later than the time of completion specified will be rejected.

c) Completion of the Work in accordance with the Plans and Specifications. The construction schedule shall reflect all work to be performed. Normal hours of any week shall be between the hours of 7:00 AM and 3:30 PM unless otherwise approved by the Engineer.

Contractor shall perform the Work at the following locations during the specified hours:

- Fullerton Avenue near Magnolia Avenue (adjacent to Centennial H.S.'s Football Field), between 9:00 AM and 2:00 PM.
- Magnolia Avenue/Fullerton Avenue Bus Stop, between 9:00 AM and 2:00 PM

d) Reduction of traveled way width shall be permitted as stipulated in 7-10.2.2.

e) If the Contractor elects to perform work where inspection is necessary, in the opinion of the Engineer, at any time on the aforesaid holidays, or at any time on a Saturday or a Sunday, after 3:30 PM or before 7:00 AM of any day Monday through Friday of any week, the Contractor shall obtain pre-approval 48 hours prior to the requested time of work. Inspectors will be provided after normal working hours by the Owner at the expense of the Contractor. The amount to be charged to the Contractor for such inspectors will be the actual additional cost to the Owner as stipulated in 2-11.

No revision to the accepted baseline schedule or the schedule updates shall be made without the prior written approval of the Engineer. If the Contractor desires to make a change to the accepted schedule, the Contractor shall notify the Engineer in writing, stating the reasons for the change as well as the specifics, such as, revisions to activities, logic, durations, etc. The Engineer will provide a response within 5 Working Days.

No separate payment will be made for the preparation and updating of the construction schedule. Payment shall be considered as included in the prices in the Bid for the various items of work.

**6-1.2 Commencement of the Work.**

*Replace the subsection in its entirety with the following:*

**A Move-in period of as specified per Article 2 of the Contract shall start on the date of issuance of the Notice to Proceed.** This period shall be used by the Contractor to perform any necessary exploratory excavations, turn in project submittals or other supporting documentation for approval and procure the necessary material and equipment to complete the Work. The Work shall commence on the last day of the Move-in period or the first Working Day the Contractor actually starts the Work, **whichever occurs first**. The Work shall be diligently prosecuted to completion within the time provided in the Specifications.

**6-3 SUSPENSION OF THE WORK.**

**6-3.1 General.**

*Replace the subsection in its entirety with the following:*

The Engineer shall have the authority to suspend the Work, wholly or in part, for such period as the Engineer may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work. The Contractor shall immediately comply

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with the written order of the Engineer to suspend the Work wholly or in part and shall not resume the Work until ordered to do so in writing by the Engineer. Such suspension shall be without liability to the Contractor on the part of the City except as otherwise specified in 6-6.3.

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of work shall not relieve the Contractor of his responsibility to complete the Work within the time limit set forth herein and shall not be considered cause for extension of the time for completion and, further, such suspension of work shall not entitle the Contractor to any additional compensation.

## 6-6 DELAYS AND EXTENSIONS OF TIME.

### 6-6.2 Extensions of Time.

*Add the following at the end of the subsection:*

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole shall not warrant an extension of time. Daily charges for time extensions or delays from other causes shall be limited to negotiated amounts, or if no amounts are agreed upon, shall not exceed those charges documented to Owner's satisfaction for additional labor and material costs associated with the delay, and an amount not exceeding 10% thereof for profit.

## 6-7 TIME OF COMPLETION.

### 6-7.1 General.

*Substitute the following for the first sentence:*

The Contractor shall complete the Work within the time specified per Article 2 of the Contract.

*Add the following subsection:*

### 6-7.2 Landscape Maintenance Period.

Where a landscape maintenance period is specified, the portion of the time in such period that follows the completion of all other Work required by the Contractor shall not be Working Days for Contract time accounting.

### 6-7.3 Contract Time Accounting.

*Add the following after the first paragraph:*

Avoidable delays in the prosecution or completion of the Work shall include all delays, which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his Subcontractors. The following shall be considered avoidable delays within the meaning of the Contract:

a) Delay in the prosecution of parts of the Work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the time herein specified;

b) Reasonable loss of time resulting from the necessity of submitted samples of materials and drawings to the Engineer for approval and from making of tests of materials, measurements and inspections;

c) Reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole Work within the time agreed upon.

Unavoidable delays, which may be considered for an extension of time for completion of the Work, shall include, but not be limited to, acts of God, acts of war, or labor strikes.

The Contractor will be allowed an extension of time in which to complete the Work equal to the sum of all unavoidable delays, as determined above or by the Engineer, plus any

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adjustment of Contract time due to Change Orders. During such extension of time, neither compensation for extra engineering and inspection nor liquidated damages will be charged to the Contractor. Applications for an extension of time must be made in writing before the expiration of the time for completion and not more than 15 days after the beginning of any unavoidable delay.

## 6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

### 6-8.2 Acceptance.

*Add the following to the end of the paragraph:*

If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Public Works Director that the Contractor's performance of the Contract be accepted. Acceptance of the Work by the Public Works Director does not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

### 6-8.3 Warranty.

*Add the following after the last paragraph:*

The foregoing obligations shall be secured by warranty bond in a form approved by the Engineer in an amount not less than ten percent of the Contract Price, or $2,000, whichever is greatest, and shall be delivered to the Engineer prior to issuance of Notice to Proceed.

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

No materials, supplies, or equipment for the Work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, and further agrees that neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:

a) Obtain for City all warranties that would be given in normal commercial practice;

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b) Require all warranties to be executed, in writing, for the benefit of the City; and

c) Enforce all warranties for the benefit of the City, unless otherwise authorized in writing by the City.

This Section shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

**6-9 LIQUIDATED DAMAGES.**
*Substitute 6-9 in its entirety with Article 4, Liquidated Damages, of the Contract.*

**6-10 USE OF IMPROVEMENTS DURING CONSTRUCTION.**
*Add the following subsection:*

**6-10.1 Use of Improvements, Exceptions.**

The provisions of 6-10 shall not apply to projects for the repair, modification, enlargement or improvement of existing improvements that are to remain in use during construction except where a portion of the project which is completely independent from the rest of the Work can be completed and put into use by the Agency.

On public road projects, after satisfactory completion of an isolated section of the Work involving roadway improvements or repairs, when all temporary signs and other temporary Contractor facilities have been removed, if the section is not being used as a detour or is no longer under the Contractor's control, and the section is opened to public traffic through the end of the Contract period, that section of the Work shall be taken over by the Agency as provided in 6-10. The Contractor shall indicate to the Engineer in writing when the conditions of this paragraph have been complied with and shall specify the limits of the section involved. Any taking over of the Work by the Agency shall be effective only when formal written notification is issued by the Engineer.

*Add the following subsections:*

**6-11 DISPUTES AND CLAIMS; PROCEDURE.**

Any and all decisions made on appeal pursuant to this section shall be in writing. Any "decision" purportedly made pursuant to this section which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Filing or giving the notices required under 3-4, 6-6.4, 6-7.3 and 6-11 is prerequisite to recovery under a Contractor's claim for additional compensation; nothing in this section shall excuse the Contractor from its duty to file or give the required notices, or from performing other duties required by the Contract Documents.

**6-12 HAZARDOUS MATERIALS/TRENCHES.**

If the Work entails digging a trench or other excavation 4 feet or more in depth, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any hazardous material that the Contractor believes may be hazardous waste; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract.

If at any time, the Contractor encounters material that is reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City will contract for any services required to directly remove and/or abate PCBs and other toxic wastes and

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hazardous materials, if required for the Work and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

### 6-13 NOISE ORDINANCE.

Per the City of Corona Noise Ordinance No. 2372, construction noise is prohibited between the hours of 8:00 PM and 7:00 AM (Monday through Saturday) and 6:00 PM and 10:00 AM Sundays and City Holidays.

This notification serves as a reminder that construction noise is defined as noise that is disturbing, excessive, or offensive and constitutes a nuisance involving discomfort or annoyance to persons of normal sensitivity residing in the area, which is generated by the use of any tools, machinery or equipment used in connection with construction operations. Examples include but are not limited to: equipment startups, equipment staging in or near the project, truck deliveries to the project, construction traffic, loud talking, etc.

This notice applies to all grading operations and all public improvement construction on private or public property.

## SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

### 7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

#### 7-1.1 General.

*Add the following after the last paragraph:*

The right of the City to generally supervise and review the Work shall not make the Contractor an agent of the City.

The Contractor must furnish adequate equipment to properly perform the Work in a workmanlike manner in accordance with these Specifications. Such equipment must be in good state of repair and maintained in such state during the progress of the Work. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for any equipment be exceeded. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

### 7-2 LABOR

#### 7-2.1 General.

*Replace the second paragraph with the following:*

Only competent workers shall be employed on the Work. If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the Engineer, or is in the opinion of the Engineer incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person on the Work representing the City; or is otherwise unsatisfactory, that person shall be discharged immediately and shall not again be employed on the Work except by written consent of the Engineer.

When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Subcontractor for such work shall be terminated immediately by the Contractor upon written notice from the Engineer and said Subcontractor shall not again be employed on that type of work for the duration of the Contract.

Pursuant to Labor Code Section 1735 and other applicable provisions of law, there shall be no discrimination against any employee who is employed by the Contractor or any of the Subcontractors or by any agent of the foregoing in the Work covered by this contract or against any applicant for such employment because of race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will

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take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

**7-2.2 Prevailing Wages.**
*Insert the following as the first four paragraphs*:

Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may obtain a copy of the prevailing wages from the City.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

*Add the following subsection:*

**7-2.2.1 Apprentices.**
Attention is directed to the provisions of Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her. The Contractor and any Subcontractor under him/her shall comply with the requirements of said sections in the employment of apprentices.

**7-2.3 Payroll Records.**
*Add the following after the first sentence:*

In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws.

Contractors and subcontractors on public works projects are required to furnish certified payroll records (CPRs) to the Labor Commissioner, using the Department of Industrial Relations

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(DIR) electronic certified payroll reporting (eCPR) system at:

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html

The Contractor and Subcontractors shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records. The record of wages paid shall be certified by the Contractor and submitted with each progress payment request. In the event of noncompliance with the requirements of this section for payroll records, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the City, forfeit $25 for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

## 7-3 INSURANCE.

*Substitute Subsection 7-3 in its entirety (including Subsections 7-3.1 through 7-3.4) with the following:*

### 7-3.1 General.

Delete entire subsection and substitute with the following:

7-3.1.1 General Requirement; Time for Compliance. Contractor shall, at its expense, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Within the time required by the Contract Documents and in no event before Contractor commences any Work under this Contract, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence Work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

### 7-3.2 Minimum Required Insurance.

Delete entire subsection and substitute with the following:

#### 7-3.2.1 Minimum Insurance – Scope of Coverage.

Insurance coverage shall be maintained which is at least as broad as the latest version of the following:

A. *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) including bodily injury, property damage, products and completed operations and personal and advertising injury.

B. *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned).

C. *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**7-3.2.2 Minimum Insurance – Limits.**

Insurance coverage shall be maintained with limits no less than:

A. *General Liability:* $2,000,000 per occurrence for bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with an aggregate limit is used including, but not limited to, form CG 2503, either the aggregate limit shall apply separately to this Contract/location or the aggregate limit shall be twice the required occurrence limit.

B. *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage.

C. *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

**7-3.2.3 Minimum Insurance – Endorsements Required.**

The insurance policies shall contain or be endorsed (amended) to include the following provisions:

A. *General Liability:* (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; and with respect to the products and completed operations hazard. The endorsement form shall be at least as broad as ISO Form CG2010 11 85 or both CG2037 and one of the following: CG2010, CG2026, CG2033 or CG2038; (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers (the endorsement shall be at least as broad as ISO Form CG2001 0413). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the Contractor's insurance shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

B. *Workers' Compensation and Employer's Liability Coverage:* The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from Work or Services performed by Contractor, its employees, agents and subcontractors.

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**7-3.2.4 All Policies - Endorsements Preferred.**

The following provisions shall apply to all insurance policies required under this Contract, including any optional insurance coverages outlined in this Section 7-3 and specified in the Special Provisions, and failure to comply shall be considered to be a breach of this Contract by Contractor. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply:

A. Waiver of Subrogation. Contractor hereby waives all rights of subrogation any insurer of Contractor may acquire against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of any insurance policy, which arise from Work or Services performed by the Contractor. Contractor understands that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

B. Notice. Contractor shall either (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a notice of cancellation endorsement from the insurer.

**7-3.2.5 All Policies - Other Provisions.**

The following provisions shall apply to all insurance policies required under this Contract, including any optional insurance coverages outlined in this Section 7-3 and specified in the Special Provisions, and failure to comply shall be considered to be a breach of this Contract by Contractor:

A. Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims made basis: (A) the retroactive date must be shown and must be before the date on which any Work or Services under this Contract commence; (B) the insurance must be maintained and evidence of insurance provided for at least five (5) years after completion of the Project; and (C) if coverage is cancelled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Work or Services under this Contract commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

B. Broader Coverage. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by the Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. Further, the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

C. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claims

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administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

D. Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

E. Verification of Coverage. Contractor shall furnish City with original certificates of insurance as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. All documents must be received and approved by the City before any Work commences; provided, however, that failure to obtain he required documents prior to commencement of Work shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Failure to Procure Insurance. Contractor's failure to procure or maintain required insurance shall constitute a material breach of contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premium in connection herewith, and recover all monies paid from Contractor, or deduct all monies so paid from payments due Contractor.

G. Subcontractors. Contractor shall make certain that any and all subcontractors shall comply with each and every insurance provision of this Section 7-3. Contractor shall, therefore, not allow any subcontractor to commence work on any subcontract or to perform any part of the Work until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorney fees, incurred by the City as a result thereof.

H. Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

I. Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section, including limits, based on any of the following: (A) the nature of the risk of the Work; (B) the prior experience of the Contractor; (C) the rating or other qualification of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

J. Cost of Insurance; Cost of Defense; Indemnification. The cost of all insurance required under this Contract shall be included in the Total Bid Price and neither Contractor nor any of its subcontractors shall be entitled to additional compensation or a change order in order to comply with the insurance requirements of this Contract. In addition, the cost of defense of any claim or other action related to an insurance policy required under this Contract shall not erode or take away from the limits of liability provided by such insurance policy. The insurance provisions provided for or referenced in this Contract shall not be construed to limit the indemnification obligations of Contractor or its subcontractors.

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**7-5 PERMITS.**

*Replace the section in its entirety with the following:*

Chapter 5.02, Title 5, of the Corona Municipal Code requires the issuance of a City Business License as a condition precedent to being engaged as a contractor within the City. All Subcontractors retained by the Contractor to work on this Project must obtain a City of Corona Business License prior to doing any work. It is the Contractor's responsibility to ensure that all his Subcontractors comply with this requirement and submit evidence of the business license to the City prior to obtaining a construction permit.

The Contractor shall also be required to obtain a no-fee Construction Permit prior to starting the Work. The Contractor shall comply with all provisions of all permits whether obtained by the City or by the Contractor. The Contractor shall be responsible to follow up and pay for any required inspection fees and obtain the permits prior to starting work. The Contractor shall obtain and pay all costs incurred for permits necessitated by its operations such as, but limited to, those permits required for night work, overload, blasting, and demolition.

All Contractor paid charges and fees will be reimbursable by the City in the exact amount shown on the receipt.

The Contractor shall be required to obtain a City fire hydrant reclaimed water meter for all construction purposes except for the construction of potable water facilities. The City will collect a refundable deposit for a reclaimed water meter, the deposit amounts are detailed below. The contractor shall obtain a Reclaimed Water Permit prior to obtaining a fire hydrant reclaimed construction water meter. The contractor will be required to obtain a Reclaimed Water Site Supervisor Certificate from the City of Corona Department of Water and Power through an online training provided by the City as part of the Reclaimed Water Permit. The monthly utility bill shall include the actual cost for reclaimed water consumed at the rate of $2.27 per unit (1 unit is 100 cubic feet or 748 gallons) or current rate at the time and a monthly readiness to serve charge based on the meter size as noted below.

| Size | Meter Deposit | Water Deposit | Non-Refundable Installation Fee | Total | Monthly Reediness to Serve Rate |
|---|---|---|---|---|---|
| 3" | $800.00 | $450.00 | $100.00 | **$1,350.00** | $154.12 |
| 4" | $2,052.81 | $1,000.00 | $262.00 | **$3,314.81** | $236.76 |
| 6" | $3,388.09 | $1,000.00 | $386.00 | **$4,774.09** | $434.82 |
| 8" | $5,173.19 | $1,000.00 | $631.00 | **$6,804.19** | $639.52 |

These costs shall be considered as included in the lump sum Bid for "**RECLAIMED WATER CONSUMPTION**". Payment will be prorated on a monthly basis over the duration of the Contract. If no Bid item is provided, the cost shall be considered as included in the prices Bid for the various items of Work.

The Contractor shall be required to obtain a City fire hydrant potable water meter and backflow preventer for waterline facility construction and a City fire hydrant reclaimed water meter for all other construction purposes. The City will collect a refundable deposit for a potable water meter and backflow prevention device, the deposit amounts are detailed below. The monthly utility bill shall include the actual cost for water consumed at the rate of $3.17 per unit (100 cubic feet or 748 gallons) or the current rate at the time. A monthly charge for the backflow device and readiness to serve charge based on the meter size as noted below.

| Size | Meter Deposit | Backflow Deposit | Water Deposit | Non-Refundable Installation Fee | Total | Monthly Backflow Fee | Monthly Reediness to Serve Rate |
|---|---|---|---|---|---|---|---|
| 3" | $800.00 | $2,950.00 | $450.00 | $100.00 | **$4,300.00** | $6.70 | $156.91 |
| 4" | $2,052.81 | $3,720.00 | $1,000.00 | $262.00 | **$7,034.81** | $6.70 | $241.02 |
| 6" | $3,388.09 | $5,380.00 | $1,000.00 | $386.00 | **$10,154.09** | $6.70 | $442.64 |
| 8" | $5,173.19 | $9,459.00 | $1,000.00 | $631.00 | **$16,263.19** | $6.70 | $651.04 |

These costs shall be considered as included in the lump sum Bid for **"WATER CONSUMPTION"**. Payment will be prorated on a monthly basis over the duration of the Contract. If no Bid item is provided, the cost shall be considered as included in the prices Bid for the various items of Work.

**7-6 THE CONTRACTOR'S REPRESENTATIVE.**

*Replace the first paragraph with the following:*

Contractor shall have on the site, at all times, a superintendent who will be in charge of all aspects of the Contractor's work. The superintendent shall be identified and designated by the Contractor in writing to the Engineer prior to the start of the Work. The superintendent shall be the individual authorized to receive directions from the Engineer and who will at all times act as the Contractor's representative. Any order or communication given to the superintendent shall be deemed delivered to the Contractor. Contractor shall only replace the superintendent upon written approval of the Engineer. The Engineer shall have the right to request that the Contractor appoint a new superintendent if the Engineer determines that such a replacement would be in the best interest of the Project.

**7-7 COOPERATION AND COLLATERAL WORK.**

*Substitute the first paragraph with the following:*

Nothing contained in these documents shall be interpreted as granting to the Contractor exclusive occupancy of the construction site for the Work. Should construction be under way or subsequently begun by other forces or by other contractors within or adjacent to the limits of the Work, or in the vicinity of the Work to be done under this Contract, the Contractor shall so conduct his operations as to interfere to the least possible extent with the Work of such other forces or contractors. If the performance of this Contract is likely to be interfered with by the simultaneous performance of some other forces or contractors, the Engineer will decide which contractor shall continue or whether the Work can proceed simultaneously.

Any difference or conflicts that may arise between the Contractor and such other forces or contractors because of delays or hindrance to each other, shall be adjusted and determined by the Engineer. If the Work of the Contractor is delayed because of any acts or omissions of any other contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the City.

**7-8 WORK SITE MAINTENANCE.**

**7-8.1 General.**

*Replace the second paragraph with the following:*

Contractor and all Subcontractors are required to clean up the site on a daily basis. This cleanup shall include, but not be limited to, a self-loading motorized street sweeper equipped with a functional water spray system or by hand (depending on the size of the daily

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job/cleanup), removal of all construction material that is no longer needed on the job site, daily removal of all construction rubbish/trash away from the job site, proper storage of all construction equipment including traffic control devices that are not in use. The sweeper shall clean all paved areas within the Work site and all paved routes at least once each Working Day. Failure to comply with these daily cleanup requirements may result in the City performing the cleanup work and deducting the cost from the Contractor's payment(s).

Upon completion and before making application for acceptance of the Work, the Contractor shall clean the construction site and all ground occupied by him in connection with the Work of all rubbish, excess materials, temporary structures, and equipment. All parts of the Work area shall be left in a neat and presentable condition.

Care should be taken to prevent spillage on streets over which hauling is done, and any such spillage or debris deposited on streets due to the Contractor's operation shall be immediately cleaned up.

The Contractor shall remove and dispose of all structures, debris, or other obstructions to the construction of the Work as specified. Where such obstructions consist of improvements not required by law to be removed by the owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense as required for performance of the Work.

The Contractor shall furnish all water necessary for compaction, cleaning, flushing, dust control, etc. The Contractor shall comply with all of the requirements of the City of Corona Department of Water and Power.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the Work, or by public traffic, either inside or outside the right-of-way.

Full compensation for conforming to the requirements of 7-8.1 shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefor.

### 7-8.4 Storage of Equipment and Materials.

### 7-8.4.2 Storage in Public Streets.

*Replace the first paragraph with the following:*

No material shall be stored in the public right-of-way. Material or equipment shall not be stored where it will interfere with the safe passage of public traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

*Add the following subsection:*

### 7-8.4.3 Storage on Private Property.

The Contractor and all Subcontractors shall minimize the effects of construction operations upon private properties adjacent to the Work.

Prior to storing equipment or material on private property, the Contractor shall provide copies of all letters of permission or written agreements executed by affected property owners for the purpose of granting trespass rights to enter upon, stockpile or store Contractor's supplies and equipment. The Contractor shall, as a penalty to the City, forfeit $100 as a fine for each parcel as determined by the Engineer for failure to provide copies of such documentation to the Engineer prior to storing equipment or material on private property. Said fine or fines will be deducted from the Contractor's subsequent monthly progress payment. The Contractor is solely responsible to initiate contact and negotiate agreement with property owners if the Contractor should desire to use private property for storage or other purposes.

Materials or equipment placed on private property without owner's consent or in breach of

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owner/contractor agreement shall constitute ground for immediate issuance of a stop work notice to the Contractor. The Contractor shall then be required to suspend all operations until affected property is cleaned up and restored to original condition. Additional contract days will not be granted due to stop work action against Contractor.

**7-8.6 Water Pollution Control.**

**7-8.6.2 Best Management Practices (BMPs).**

*Replace the subsection in its entirety with the following:*

This Project shall conform to the requirements of the Western Riverside County Municipal Separate Storm Sewer System (MS4) Waste Discharge Permit, Order No. R8-2010-0033 issued by the Santa Ana Regional Water Board. This Permit, hereinafter referred to as the "MS4 Permit" regulates all municipal activities. In conjunction with the MS4 Permit, all activities associated with construction must also comply with the Statewide General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-09-DWQ, (NPDES No. CAS000002) herein referred to as the General Construction Activity Permit, or latest version.

The Contractor shall become fully informed of and comply with the applicable provisions of the above referenced Permits and federal, state and local regulations that govern the Contractor's operations and storm water discharges from both the Project site and areas of disturbance outside the Project limits during construction. Local regulations shall include CMC 15.36.280 and City Ordinance 2806 and 2568. Unless arrangements for disturbance of areas outside the Project limits are made by the Owner and made part of the contract, it is expressly agreed that the Owner assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the Project limits.

The table below lists construction site BMP minimum requirements for this project.

**TABLE 7-8.6.2**
Construction Site BMPs (1)

| ID (3) | BMP Name (3) | Minimum Requirements |
|---|---|---|
| | **Temporary Soil Stabilization** | |
| EC-1 | Scheduling (2) | X |
| EC-2 | Preservation of Existing Vegetation (2) | X |
| EC-3 | Hydraulic Mulch | |
| EC-4 | Hydroseeding | |
| EC-5 | Soil Binders | |
| EC-6 | Straw Mulch | |
| EC-7 | Geotextiles, Plastic Covers, & Erosion Control Blankets/Mats | |
| EC-8 | Wood Mulching | |
| EC-9 | Earth Dikes/Drainage Swales & Ditches | |
| EC-10 | Outlet Protective/Velocity Dissipation Devices | |
| EC-11 | Slope Drains | |
| EC-12 | Streambank Stabilization | |
| EC-14 | Compost Blanket | |
| EC-15 | Soil Preparation/Roughening | |
| EC-16 | Non-Vegetative Stabilization | |
| | **Temporary Sediment Control** | |
| SE-1 | Silt Fence | |

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| **TABLE 7-8.6.2**<br>Construction Site BMPs [1] | | |
|---|---|---|
| **ID** [3] | **BMP Name** [3] | **Minimum Requirements** |
| SE-2 | Sediment Basin | |
| SE-3 | Sediment Trap | |
| SE-4 | Check Dam | |
| SE-5 | Fiber Rolls | |
| SE-6 | Gravel Bag Berm | |
| SE-7 | Street Sweeping and Vacuuming [2] | **X** |
| SE-8 | Sandbag Barrier [2] | **X** |
| SE-9 | Straw Bale Barrier | |
| SE-10 | Storm Drain Protection [2] | **X** |
| SE-11 | Active Treatment Systems | |
| SE-12 | Temporary Silt Dike | |
| SE-13 | Compost Socks and Berms | |
| SE-14 | Biofilter Bags | |
| | **Wind Erosion Control** | |
| WE-1 | Wind Erosion Control [2] | **X** |
| | **Traffic Control** | |
| TC-1 | Stabilized Construction Entrance/Exit [2] | **X** |
| TC-2 | Stabilized Construction Roadway | |
| TC-3 | Entrance/Outlet Tire Wash | |
| | **Non-Storm Water Management** | |
| NS-1 | Water Conservation Practices | **X** |
| NS-2 | Dewater Operations | |
| NS-3 | Paving and Grinding Operations | |
| NS-4 | Temporary Stream Crossing | |
| NS-5 | Clear Water Diversion | |
| NS-6 | Illicit Connection/Illegal Discharge Detection and Reporting [2] | |
| NS-7 | Potable Water/Irrigation | |
| NS-8 | Vehicle Equipment Cleaning [2] | |
| NS-9 | Vehicle Equipment Fueling [2] | |
| NS-10 | Vehicle Equipment Maintenance [2] | |
| NS-11 | Pile Driving Operations | |
| NS-12 | Concrete Curing | **X** |
| NS-13 | Concrete Finishing | **X** |
| NS-14 | Material and Equipment Use | **X** |
| NS-15 | Demolition Adjacent to Water | |
| NS-16 | Temporary Batch Plants | |
| | **Waste Management and Material Pollution Control** | |
| WM-1 | Material Delivery and Storage [2] | **X** |
| WM-2 | Material Use [2] | **X** |
| WM-3 | Stockpile Management [2] | **X** |
| WM-4 | Spill Prevention and Control [2] | **X** |
| WM-5 | Solid Waste Management [2] | **X** |
| WM-6 | Hazardous Waste Management | |
| WM-7 | Contaminated Soil Management | |

| **TABLE 7-8.6.2**<br>Construction Site BMPs [1] | | |
|---|---|---|
| **ID** [3] | **BMP Name** [3] | **Minimum Requirements** |
| WM-8 | Concrete Waste Management | **X** |
| WM-9 | Sanitary/Septic Waste Management [2] | **X** |
| WM-10 | Liquid Waste Management | |

(1) Additional BMPs may be required as a result of actual field conditions, Contractor activities, construction operations, or as required by the latest General Construction Activity Permit, federal, state, and local regulations.
(2) As required on all projects as determined by the City.
(3) Per the latest California Stormwater Quality Association (CASQA) Stormwater BMP Handbook

The following list of BMP measures shall be implemented as applicable to the project. Contractor shall refer to the Permits, federal, state, and local regulations for complete information and further details.

a) All construction Contractor and subcontractor personnel are to be made aware of the required Best Management Practices and good housekeeping measures for the project site and any associated construction staging areas.

b) Construction sites shall be maintained in such a condition that wind or runoff does not carry wastes or pollutants off the site to streets, drainage facilities or adjoining properties. Discharges other than storm water (non-storm water discharges) are prohibited, except as authorized by an individual NPDES permit, the statewide General Permit for Storm Water Discharges Associated with Construction Activity, or other applicable General NPDES permit. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, solvents, detergents, glues, lime, pesticides, herbicides, fertilizers, wood preservatives, and asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants, and hydraulic, radiator or battery fluids; concrete and related cutting or curing residues; floatable wastes; wastes from street cleaning; super-chlorinated potable water from line flushing and testing; and runoff from equipment and vehicle washing. During construction, disposal of such materials should occur in a specified and controlled temporary area onsite physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state, and federal requirements.

c) An effective combination of erosion and sediment control BMPs shall be implemented and maintained to prevent and/or minimize the transport of soil in runoff from disturbed soil areas on the construction site at all times.

d) Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.

e) Paved streets, sidewalks and other improvements shall be maintained in a neat and clean condition, free of lose soil, construction debris and trash. Street sweeping or other equally effective means shall be used on a regular basis to control silt that has been deposited on streets or sidewalks. Watering shall not be used to clean streets.

f) At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed in trash or recycle bins.

g) The Contractor shall conduct their operations in such a manner that storm runoff will be contained within the Project or channeled into the storm drain system which serves the

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runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.

h) The Contractor shall be responsible and shall take necessary precautions to prevent public trespass onto areas where impounded water creates a hazardous condition.

i) No obstruction or disturbance of natural drainage courses or existing storm drain inlets shall occur during grading operations unless adequate temporary/permanent drainage facilities have been approved and installed to carry surface water to the nearest practical street, storm drain or natural water course. All existing drainage courses on the project site must be maintained in a state to allow for continuous function.

j) Conformance with the requirements of these Plans shall in no way relieve the Contractor from their responsibilities to the Work site and adjacent properties. BMPs shall be maintained at all times. In addition, BMPs shall be inspected prior to predicted storm events and following storm events.

k) Equipment and workers for emergency work shall be made available at all times. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices when rain is imminent.

l) All removable protective devices shown shall be in place at the end of each Work Day when the 2-day rain probability forecast exceeds 50%, as forecasted by the National Weather Service.

m) After a rain event exceeding one-quarter inch in any 12-hour period, or upon direction of the Public Works Director, all silt and debris shall be removed from check dams, silt fences, and desilting basins, etc. Desilting basins shall be pumped dry and otherwise restored to the original design condition. Any erosion control measures damaged during a rain event shall also be immediately repaired.

n) The Agency reserves the right to make changes or modifications to the implementation of BMP measures as deemed necessary.

Pursuant to National Pollution Discharge Elimination System (NPDES) requirements which fall under the jurisdiction of the State Water Resources Control Board, all materials or wastes (e.g. AC, concrete, fill material, waste water) which could be washed or otherwise discharged into the storm water system shall be contained. Contractor is required to confine such substances and activities generating such substances to an area specified by the Owner. Contractor shall take appropriate measures, including construction of temporary erosion control measures as necessary to ensure confinement.

The Contractor shall provide erosion control as appropriate during the course of the Contract. Before the Notice of Completion, all erosion control materials shall be removed and properly disposed of by the Contractor as directed by the Engineer.

The Contractor shall be responsible throughout the duration of the Project for installing, constructing, inspecting, documenting and maintaining the control BMP measures and for removing and disposing of temporary control measures. Unless otherwise specified in these Special Provisions, the Contractor's responsibility for BMP implementation shall continue throughout any temporary suspension of work ordered in accordance with 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these Special Provisions.

As required in the Permit, the Contractor shall regularly inspect and maintain the construction site for the BMP control measures to ensure the proper implementation and functioning of BMP control measures. The Contractor shall identify corrective actions and time

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frames to address any damaged measures or reiterate any measures that have been discontinued.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

The Contractor shall provide NPDES Permit training for Urban Runoff Management to Contractor's employees and Subcontractors, if any. Failure to provide Urban Runoff Management Training is a violation of Board Order No. R8-2010-0033, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City/County. Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the US Environmental Protection Agency, the Regional Water Quality Control Board, and the City/County, and may result in permit termination (stop work order), civil and criminal fines, and termination of the Contract. By submitting a Bid, the Contractor certifies to the City/County that the Contractor has trained their employees and Subcontractors, if any, for Urban Runoff Management and included sufficient sums in the base bid price to cover such costs of said training.

The Contractor shall allow authorized agents of the Owner, State or Regional Water Quality Control Board, U.S. Environmental Protection Agency and local storm water/urban runoff management agency, upon the presentation of credentials and other documents as may be required by law, to:

a) Enter upon the construction site and the Contractor's facilities pertinent to the work;

b) Have access to review any records that must be kept as specified in the Permits;

c) Inspect the construction site and related soil stabilization practices and sediment control measures; and

d) Sample or monitor for the purpose of ensuring compliance with the Permits.

The Contractor shall notify the Engineer immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the Project site or the Contractor's records.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control," including but not limited to, compliance with the applicable provisions of the City Standard Specifications, Greenbook, permits and federal, state, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the Owner or the Contractor, including those levied under the Federal Clean Water Act and the Porter Cologne Water Quality Act.

In addition to any remedy authorized by law, so much of the money due the Contractor under the Contract that shall be considered necessary by the Owner be retained until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

a) The Owner will give the Contractor 30 days advance notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the Contract. Retention of funds from any payment made after acceptance of the Contract may be made without prior notice to the Contractor.

b) No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to 9-3.2 of the Specifications.

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c) If the Owner has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Owner will be liable for interest on the amount regained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in "Preservation of Property," "Responsibility for Damage," of the Specifications.

**7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP).**
"Not required for this Project"

**7-8.6.5 Payment.**
*Replace the section in its entirety with the following:*

Full compensation for the implementation of BMPs, including construction, deployment, maintenance, removal, and furnishing of all necessary labor, equipment, materials, and all other related costs shall be considered as included in the Lump Sum Bid Price for "Implementation of BMPs." Payment will be prorated on a monthly basis over the duration of the Contract. If no Bid item is provided, the cost shall be considered as included in the prices Bid for the various items of Work.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.**
*Substitute the fourth paragraph with the following:*

Trees and shrubbery that are not shown on the Plans to be removed, pole lines, fences, signs, survey markers and monuments, buildings, structures, conduits, pipelines, and other improvements and facilities adjacent to the Work shall be protected from injury or damage and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored to a condition as good as when the Contractor entered upon the Work at the Contractor's expense.

**7-10.3 Haul Routes.**
*Replace the first sentence with the following:*

Haul routes shall be submitted to the Engineer for approval. Haul routes shall minimize impacts on heavily traveled arterials and areas with sensitive land uses including schools, hospitals, and religious centers, and residential communities.

Minimize idling: Contractor shall prohibit engine idling while waiting to load or unload, if the expected wait exceeds ten minutes.

**7-10.4 Safety.**

**7-10.4.1 Work Site Safety.**

**7-10.4.1.1 General.**
*Add the following:*

Should the Engineer point out the inadequacy of warning devices or should the Engineer approve the location of warning devices, such action shall not relieve the Contractor of responsibility for public safety, nor abrogate the Contractor's obligation to furnish and pay for these devices. Should it be determined, during hours other than work hours and the Contractor is unavailable, that the warning devices are inadequate, the City may furnish and erect such additional devices as may be necessary.

*Insert the following subsection:*

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**7-10.4.1.3 Employee Safety.**

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

**7-10.4.2 Safety Orders.**

**7-10.4.2.1 General.**

*Add the following after the second paragraph:*

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the Work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as the operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation, or other public service or from the failure of partly completed work.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor, and if not paid upon presentation of bills therefor, duly certified by the Engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the City, however, to take such precautionary measure shall not relieve the Contractor of full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

**7-10.4.2.2 Shoring Plan.**

*Substitute the first sentence with the following:*

Before excavating any trench 4 feet or more in depth, the Contractor shall submit in accordance with 2-5.3, a detailed Working Drawing (shoring plan) showing the design of the shoring, bracing, sloping, or other provisions used for the workers' protection.

**7-10.4.4 Hazardous Substances.**

*Substitute the first two paragraphs with the following:*

The Contractor shall evaluate all substances, used in the materials or equipment furnished, in accordance with the requirements of General Industry Safety Order 5194 of Title 8 of the California Administrative Code and Division 5, Chapter 2.5 of the California Labor Code. The Contractor shall furnish a Material Safety Data Sheet (MSDS) for each hazardous substance and for each hazardous mixture of substances used. The MSDS's shall be furnished to the Engineer on, or prior to, the date of the first delivery of the materials or equipment.

**7-10.5 Security and Protective Devices.**

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**7-10.5.3 Steel Plate Covers.**
*Add the following after the first sentence:*

Refer to City of Corona Standard Plan No.151.

**7-11 PATENT FEES OR ROYALTIES.**
*Replace the subsection in its entirety with the following:*

The Contractor shall absorb in its Bid all costs arising from the use of patented materials, equipment, devices, or processes used in or incorporated in the Work and agrees to indemnify and hold harmless the City and its duly authorized representatives, from all suits of law, or actions of every nature for or on account of the use of any patented materials, equipment, devices or processes.
*Add the following subsections:*

**7-15 RESPONSIBILITY FOR DAMAGE.**

In addition to the provisions of 7-3 of the Standard Specifications as between the Owner and the Contractor, the Contractor shall take and assume all responsibility for the Work as stated herein and/or shown on the Plans.

The Contractor shall bear all losses and damages directly or indirectly resulting to him, to the Owner, the Engineer, their officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents or any other causes whatsoever.

The Contractor shall assume the defense of and indemnify and save harmless the Owner, the Engineer, their officers, employees, and agents respectively from all claims, loss, damage, injury and liability of every kind, nature, and description, directly or indirectly arising from the performance of the Contract or work, regardless of responsibility for negligence; and from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility for negligence.

The Owner does not, and shall not; waive any rights against the Contractor which it may have be reason of the aforesaid hold harmless agreements, because of the acceptance by the Owner or deposit with the Owner by Contractor, of any insurance policies required herein or as described in 7-3. The aforesaid hold harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reason of any of the aforesaid operations of Contractor, or any Subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the Owner, Engineer or their representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, shall in any respect relieve the Contractor or anyone else, from any legal responsibility, obligation or liability he might otherwise have.

**7-16 INDEMNIFICATION.**

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by Subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs

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and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

**7-17 POLICE DEPARTMENT REQUIREMENTS.**

The Contractor shall make arrangements with the City Police Department Traffic Division, for reserving space for parking equipment and stockpiling materials on the Project.

In order that the Project and peak traffic and pedestrian flows be coordinated to the best interests of all concerned, the following job site occupation hours shall be observed unless written permission is obtained from the Owner.

Work performed outside of the normal working hours stipulated in 6-1.1, and not due to the express order of the Owner, shall be subject to review of the Owner. Any such activity causing complaint by property owners in the Project vicinity shall be subject to "warning" and "fine". No more than 2 warnings will be issued without a fine and any further occurrence beyond 2 warnings will be subject to a fine of $500 for each such subsequent occurrence, said fine or fines to be deducted from the Contractor's subsequent monthly progress payment.

The Contractor shall comply with all rules and regulations set forth by the Traffic Division of Police Department for maintaining adequate traffic control and pedestrian passage and to maintain stockpiles, material and equipment in a safe manner.

**7-18 EMERGENCY TELEPHONE NUMBERS.**

The Contractor shall provide the Engineer an emergency contact name and telephone number prior to the start of the Work that may be used to contact the Contractor in the event of an emergency for the duration of the Contract. Contractor shall also keep a list of emergency telephone numbers on the job site. In the case that more than 10 employees are on the job site at any time, said list shall be posted on a bulletin board, to be supplied and installed on the job site by the Contractor in a location visible and accessible to all employees.

The following emergency telephone numbers are listed for the convenience of the Contractor to assist in complying with these requirements:

Fire Department (Dispatch) ..... (951) 736-2221
Fire Department (Emergency) ..... 911 or (951) 736-2222
Police Department (Emergency)..... 911 or (951) 736-2333
AMR/American Medical Response Ambulance Service..... (951) 735-6666
Corona Community Hospital..... (951) 737-4343
812 S. Washburn Avenue, Corona
Southern California Edison..... (909) 930-8435
Southern California Gas (Distribution) ..... (800) 624-2497
Questar c/o Paragon Partners, Ltd. ..... (714) 379-3376
Corona Cruiser..... (951) 734-9418

**7-19 DOCUMENT RETENTION & EXAMINATION.**

In accordance with Government Code Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of 3 years after final payment. Contractor shall make available to the City any of the Contractor's

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other documents related to the Project immediately upon request of the City.

In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of 4 years after final payment.

### 7-20 STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## SECTION 9 – MEASUREMENT AND PAYMENT

### 9-3 PAYMENT.

#### 9-3.1 General.

*Substitute the first and second paragraphs with the following:*

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work constructed in accordance with the Plans and Specifications and as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the Bid proposal.

The prices paid for the various items in the Bid proposal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the finished product as provided in these Specifications. Compensation in full for items specified as "Lump Sum" in the Bid proposal shall include payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work. Whenever it is specified that the Contractor is to do work or furnish materials of any class for which no price is fixed in the Bid proposal, it shall be understood that the Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any kind. The cost of doing such work or furnishing such materials is to be included in the price Bid for such other items of work, as the Contractor may consider appropriate.

#### 9-3.2 Partial and Final Payment.

*Replace the first sentence of the first paragraph with the following:*

The Engineer will submit the monthly progress estimate on the 30$^{th}$ day of each month. Payments will be made within 30 Days after receipt of satisfactory progress estimates.

*Replace the third and fourth paragraphs with the following:*

The City will retain 5% of the estimated value of the Work done and will monthly pay to the Contractor the balance, after deducting all previous payments and all sums to be kept or retained under the provisions of this Contract. No such progress payment or estimate shall be required to be made when the total number of Working Days is 20 or less, or when in the judgment of the Engineer the Work is not proceeding in accordance with provisions of the Contract, or when the value of the Work amounts to less than $500. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor shall notify the Engineer of the completion of the Work and the Engineer will

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make an inspection of the Work. The Engineer will not make the final inspection until the Work provided for and contemplated by the Contractor has been completed and the final clean up performed. The Contractor may be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that corrective work is completed, the Engineer will again inspect the Work and when satisfied that all work has been done in accordance with the Plans and Specifications, the Engineer will recommend to the Public Works Director that the Work be formally accepted.

Pursuant to Chapter 7 of the California Public Contract Code, § 7100, the Contractor shall furnish the City with a release of all claims against the City prior to final payment. The forms provided in these Specifications titled Contractor's Affidavit of Release of Liens and Subcontractor's Final Waiver of Lien, must be completed and returned to the Engineer prior to final Acceptance by the City.

**9-3.4 Mobilization.**

*Replace the subsection in its entirety with the following:*

The Contract lump sum price paid for “Mobilization” shall be deemed to include the cost of work in advance of construction operations and not directly attributable to any specific Bid item. This includes but is not limited to the procurement of payment and performance bonds, all operations necessary for the movement of personnel, equipment, supplies, and incidentals to the worksite; mobilizing, re-mobilizing and de-mobilizing as is required to comply with the phasing of the Work; and all other work or operations that must be performed or are incidental to beginning work on the various Contract items. When no such Bid item is provided, payment for such costs will be considered to be included in the other items of work. Bid amount exceeding 5% of subtotal Bid will be paid over the term of Contract.

*Add the following subsections:*

**9-4 PAYMENT OF WITHHELD FUNDS.**

Upon the Contractor’s request, the Owner will make payment of funds withheld from progress payments pursuant to the requirements of California Public Contract Code Section 10263 and Section 4590 of the California Government Code if the Contractor deposits in escrow with a bank acceptable to the Owner securities eligible for the investment of State funds under Government Code Section 16430 or bank certificates of deposit or other securities specified in Government Code Section 4590, upon the following conditions:

a) The Contractor shall bear all expense in connection with the escrow deposit made.

b) Securities or certificates of deposit to be placed in escrow shall be subject to approval of the Owner and unless otherwise permitted by the escrow agreements, shall be of a value of at least 110% of the amounts of retention to be paid to the Contractor pursuant to this Section.

c) The Contractor shall enter into an escrow agreement in accordance with the provisions of Government Code Section 4590, and which is satisfactory to the Owner.

Pursuant to California Public Contract Code Section 22300, the Contractor may request and the Owner will make payment of retentions earned directly to an escrow agent approved by the Owner, all at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities, and the Contractor shall receive interest on the investments upon the terms provided for in Section 22300. Upon satisfactory completion of the contract and authorization by the Owner, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Owner. Not later than 20 days after receipt of the payment, the Contractor shall pay to each Subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the

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performance of the Contractor.

**9-5 PAYMENTS WITHHELD AND BACKCHARGES.**

In addition to amounts which the City may retain under other provisions of the Contract Documents, the City may withhold from payments due to Contractor as may be necessary to cover:

a) Stop Notice Claims.

b) Defective work not remedied.

c) Failure of Contractor to make proper payments to its Subcontractors or suppliers.

d) Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.

e) Damage to another contractor or third party.

f) Amounts which may be due to the City for claims against Contractor.

g) Failure of Contractor to keep the record ("as-built") drawings up to date.

h) Failure to provide updates on the construction schedule.

i) Failure of Contractor to perform proper site clean-up.

j) Failure of the Contractor to comply with requirements of the Contract Documents.

k) Liquidated damages.

l) Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, back charges, or payments withheld pursuant to the Contract Documents.

**9-6 RESOLUTION OF CONSTRUCTION CLAIMS.**

**9-6.1 Normal Resolution Process.**

In accordance with Public Contract Code Sections 20104 et seq. and other applicable law, public works claims of $375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

All Claims: All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the Contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

Claims Under $50,000. The City will respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response will be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

Claims over $50,000 but less than or equal to $375,000. The City will respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant

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to mutual agreement between the City and the claimant. The City's response will be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

The Contractor shall submit the claim justification in the following format:

a) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

b) List of documents relating to claim:

   1) Specifications

   2) Drawings

   3) Clarifications (Requests for Information)

   4) Schedules

   5) Other

c) Chronology of events and correspondence

d) Analysis of claim merit

e) Analysis of claim cost

f) Analysis of time impact analysis in CPM format

g) Cover letter and certification of validity of the claim

If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City will schedule a meet and confer conference within 30 days.

If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

**9-6.2 PCC 9204 – Temporary Process (01-01-17 through 01-01-20).**

Notwithstanding anything else to the contrary stated in the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall not be governed by Section 9-6.1, but shall be governed by Public Contract Code Section 9204 and this Section 9-6.2.

The following provisions and procedures shall apply:

a) “Claim” shall have the meaning provided for in Public Contract Code Section 9204.

b) Contractor shall submit each claim in writing and must include reasonable documentation to support each claim. Contractor shall submit the claim justification in the following format:

   1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

2) List of documents relating to claim:
   a. Specifications
   b. Drawings
   c. Clarifications (Requests for Information)
   d. Schedules
   e. Other
3) Chronology of events and correspondence
4) Analysis of claim merit
5) Analysis of claim cost
6) Analysis of time impact analysis in CPM format
7) Cover letter and certification of validity of the claim

c) The City shall respond in writing within 45 days of receipt and shall identify what portions of the claim are disputed and undisputed. The City and Contractor may mutually agree to extend the 45 day response time.

d) If the City fails to respond to a claim or if Contractor disagrees with the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail. Upon receipt, the City shall schedule the conference within 30 days.

e) Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f) If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

g) Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

h) Any undisputed portions of a claim shall be paid within 60 days of the day on which they became undisputed.

i) Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

j) This Section 9-6.2 shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

**9-7 CONTRACT BID ITEMS.**

Items listed below are for referencing measurement and payment only. Items or incidental tasks and material necessary to complete the Work not specifically shown in the Bid shall be considered as included in the various bid items paid and no additional compensation will be allowed therefor.

1) Bid item 1. Mobilization per 9-3.4.

2) Bid item 2. Traffic Control will be paid as a lump sum item. Payment will constitute full compensation for permits, material, labor, and equipment. Payment will be made at the Contract lump sum amount bid for this item.

3) Bid item 3. Implementation of BMPs per 7-8.6.5.

4) Bid item 4. Informational Project Signs per 600-2.1.

5) Bid item 5. Public Notification per 600-2.2.

6) Bid item 6. Clearing and Grubbing per 300-1.

7) Bid item 7. Adjust Irrigation Systems per 308-5.1.

8) Bid item 8. Water Consumption per 7-5.

9) Bid item 9. Remove Existing Bus Stop PCC and dispose (up to 6") per 303-5.9, 9-3.1 and plan 1-A.

10) Bid item 10. 4" PCC Sidewalk per Corona Standard 142 per 303-5.5.3, 303-5.9, 9-3.1 and Plan 1-A.

11) Bid item 11. Remove and Relocate Passenger Shelter and its two (2) benches per 304-1.4.1, 304-2.1.4, 9-3.1 and Plan 1-B.

12) Bid item 12. Remove and Relocate Bus Stop post/signs/kiosk/trash-receptacle; shall include all labor, equipment, hardware and mortar to relocate and secure Bus Stop Post/Signs/Kiosk/Trash Receptacle per 304-1.4.2, 304-2.1.4, 9-3.1 and Plan 1-A.

13) Bid item 13. Removal and Relocate Fiberglass/PCC Bench per 304-1.4.3, 304-2.1.4, 9-3.1, and Plan sheet 6 of 6.

14) Furnish and Replace 104 each-8GU1H Gel Type Batteries (12 Volt, 36 Ah at C/100 and 31.6 Ah at C/20), four batteries per Passenger Shelter, twenty-six shelters), refer to Project Plans Sheet 5 of 6 for locations; requires cleaning of battery boxes/compartment before installing new batteries. Contractor is responsible for recycling the 104 removed old batteries. Payment will be made at the Contract Unit Price for each item and no additional compensation shall be provided and per 9-3.1.

15) Furnish 16 Constant Current LED Drivers (A011-D-V-700, LuxDrive Flexblock – 700mA), or approved equal. Install Constant Current LED Drivers (up to two (2) per shelter), at eight locations, refer to Project Plans Sheet 5 of 6. Payment will be made at the Contract Unit Price for each item and no additional compensation shall be provided and per 9-3.1.

16) Furnish 36 LED Light Fixtures, (Tolar Manufacturing) as currently installed on Corona's Solar Lighted Passenger Shelters or approved equal. Payment will be made at the Contract Unit Price for each item and no additional compensation shall

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be provided. Install 36 LED Light Fixtures (up to five (5) per location), at eight shelter locations, refer to Project Plans Sheet 5 of 6. Payment will be made at the Contract Unit Price for each item and no additional compensation shall be provided and per 9-3.1.

17) Furnish eight (8) Solar Lighting Controllers (Sunlight SL-20, 20A / 12V – Morningstar Corporation) or approved equal. Install eight (8) Solar Lighting Controllers, at eight shelter locations, refer to Project Plans Sheet 5 of 6. Payment will be made at the Contract Unit Price for each item and no additional compensation shall be provided and per 9-3.1.