

**METRO GOLD LINE FOOTHILL EXTENSION
CONSTRUCTION AUTHORITY**

**CMB Stockpile Removal
Contract No. C1155**



October [2], 2012

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PART I

AGREEMENT

**CMB Stockpile Removal
Contract No. C1155**

THIS AGREEMENT is made and entered into by and between the Metro Gold Line Foothill Extension Construction Authority, a public entity of the State of California with an office located at 406 E Huntington Drive, Suite 202 Monrovia CA 91016 (the "Authority"), and [_____] with offices located at [_____] (the "Contractor").

The Authority and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with the Authority to perform and complete in good and workmanlike manner all provisions and work required by the Contract Documents (the "Work").

The Work shall be performed in accordance with the Plans, Specifications and other Contract Documents which are referenced in Article III hereof and incorporated by this reference as though fully set forth herein.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the Work in accordance with the Contract Documents, the Authority shall pay Contractor the lump sum amount of \$[_____] (the "Contract Price") in accordance with Section 15.1. The Contract Price shall constitute payment in full for all Work performed hereunder, including, without limitation, all labor, materials, equipment, tools, and services used or incorporated in the Work, supervision, administration, overhead, expenses, costs of compliance with the regulations of public agencies having jurisdiction (such as OSHA or others), and any and all other things required, furnished or incurred for completion of the Work.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Authority and the Contractor, are enumerated as follows: this Agreement; the General and Special Provisions; the Technical Specifications; Appendix 1; Contractor's bid documents; and documents referenced therein, along with any supplemental agreements hereafter executed amending or extending the Work or which may be required to complete the Work in a substantial and acceptable manner, all of which are referred to as the "Contract Documents".

ARTICLE IV

INDEMNIFICATION

Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents (the "Indemnitee(s)") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including without limitation wrongful death, bid protests, and stop notice actions, in any manner arising out of or incident to the performance of the Work, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Further, Contractor shall appoint competent defense counsel, at Contractor's own cost, expense and risk, to represent the Indemnitee(s) in any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnitee(s). Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitee(s) in any such suit, action or other legal proceeding. Contractor shall reimburse the Indemnitee(s), for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitee(s).

The indemnification contained herein does not apply to any claims against the Indemnitee(s) caused by the willful misconduct or negligence of the Indemnitee(s), provided such willful misconduct or negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In such instances where by agreement or court finding an Indemnitee(s) is shown to have engaged in willful misconduct or negligence and such willful misconduct or negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to such willful misconduct or negligence of the Indemnitee(s).

Except for the preceding paragraph in this Article IV, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any incidental,

indirect, special or consequential damages, even if advised of the possibility of such damages.

ARTICLE V

PAYMENT AND PERFORMANCE BONDS

Performance Bond

Contractor will provide Authority with a performance bond guarantying due and punctual performance of all obligations of Contractor under the Contract Documents in the amount of 100% of the Contract Price.

The bond must be provided by a surety rated in the top two categories by two nationally recognized rating agencies or receiving an A.M. Best Co. "Best's Rating" of A- or better and Class VII or better, or as otherwise approved by Authority in its sole discretion.

Payment Bond

Contractor will provide Authority with a labor and material payment bond in the amount of 100% of the Contract Price. Contractor will maintain the payment bond in full force and effect until (i) Contractor has obtained unconditional releases of liens and stop notices from all subcontractors who filed preliminary notice of a claim against the bond, and (ii) expiration of the statutory period for subcontractors to file a claim against the bond.

The bond must be provided by a surety rated in the top two categories by two nationally recognized rating agencies or receiving an A.M. Best Co. "Best's Rating" of A- or better and Class VII or better, or as otherwise approved by Authority in its sole discretion.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether the Authority or Contractor, executes the Agreement.

APPENDIX D FORM OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

AUTHORITY:

CONTRACTOR:

By: _____
Habib F. Balian
Chief Executive Officer

By: _____
Name:
Title:

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
Authority General Counsel

Dated: _____

PART II

GENERAL PROVISIONS

1.0 Scope of Work Overview

The Work includes removal and off-site disposal of 10,000 cubic yards of 1" minus crushed concrete from vacant land located at 1616 S. California Avenue, Monrovia CA 91016 as well as [the removal and legal off-site disposal of scattered organic debris from the same site][*to be added if Authority exercises its option to add this scope of work*] in accordance with the requirements set forth herein and as further described in Section 2.0.

2.0 Contractor Scope of Work

- 2.1 Crushed Concrete: Contractor is to remove and conduct legal off-site disposal of approximately 10,000 cubic yards of 1" minus crushed concrete from vacant land located at 1616 S. California Avenue, Monrovia CA 91016. Contractor is to supply all equipment, material, labor, supervision and insurance to accomplish the described task on a lump sum basis.

The material to be removed is primarily located in one large stockpile, however, there is approximately 1,000 cubic yards of the material to be removed found in one or more short "windrow" stockpiles. Contractor acknowledges that windrow stockpiles are somewhat overgrown with weeds. The primary stockpile can be seen on Google Earth or Maps/Aerials about 300 yards east of 1616 S. California Avenue, Monrovia, CA 91016.

- 2.2 Organic Debris: The Contractor is to supply all labor, equipment, supervision, material and insurance to remove and legally dispose off-site, several hundred tons of organic tree and overgrown weed debris from approximately seven (7) acres of vacant land located at located at 1616 S. California Avenue, Monrovia CA 91016. Organics, including existing weeds and brush, are to be removed to bare soil conditions for the entire vacant land area. "Bare" soil conditions are defined as removal to rough grade, allowing for trace organic debris to remain, not to exceed an average of 10 CF (cubic feet) of loose organics per 1,000 SF (square feet) of vacant land. This scope of work does not include the existing tree and palm trunks, branches and stumps, which will be removed by others.][*to be added if Authority exercises its option to add this scope of work*]

3.0 Standards

All Work shall be done in accordance with the Contract Documents. (See Technical Specifications for additional detail)

4.0 Location of Work

The project is located in Monrovia (the “City”) and as further described in Section 2.1.

5.0 Time of Completion

The Contractor must complete all Work within 20 calendar days of the issuance of the written directive from Authority to Contractor authorizing Contractor to begin prosecution of the Work as specified therein (the “Notice to Proceed”).

6.0 Suspension and Alteration of Work

6.1 Temporary Suspension of Work - The Authority shall have the authority to suspend the Work wholly or in part, for such a period as it may deem necessary for any reason including, unsuitable weather or such other conditions as are considered unfavorable for the suitable execution of the Work. Suspension of the Work shall continue until Authority issues a written order for Work to resume. The Authority shall have sole discretion to specify the amount of compensation (if any) for Contractor costs associated with such Authority-directed suspension. Disputes regarding compensation shall be resolved pursuant to the provisions of Section 31.

6.2 Alterations and Additions - The Authority may, if it deems it necessary, make alterations and modifications to the Work. The Contractor shall execute such Work as though it were part of the original Contract Documents subject to all the applicable terms, conditions and provisions thereof. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the Contract Documents, and the Contractor shall agree not to claim or bring suit for any damages whether for loss of profits or otherwise, on account of such changes. The Authority shall have sole discretion to specify the amount of compensation (if any) for Contractor costs associated with such Authority-directed alterations and additions. Disputes regarding compensation shall be resolved pursuant to the provisions of Section 31.

7.0 Meetings and Conferences

Prior to commencement of the Work, the Contractor must contact the Authority to arrange for a pre-construction conference.

When and as directed by the Authority, the Contractor shall attend all meetings, which the Authority deems necessary for the proper progress of Work under this contract.

8.0 Liability Insurance

Contractor shall obtain and maintain insurance consistent with the insurance requirements set forth in Appendix 1 of the Contract Documents.

9.0 Permits and Contracts Correspondence

9.1 The Contractor and its subcontractors shall each obtain and pay all costs associated with the issuance of all applicable permits including LACMTA rail safety certifications of all workers to conduct business within LACMTA right of way. The Contractor shall also obtain and pay all costs for permits made necessary by his operations prior to commencing the Work and make arrangements for Authority and LACMTA required inspections.

9.2 All correspondence relating to this Agreement shall be between the Contractor and the Authority. The Authority and the Contractor shall serialize each item of correspondence consecutively starting with 001.

10.0 Scheduling of Work

- 10.1 No Work shall be performed until a Notice to Proceed has been given in writing to the Contractor by the Authority. Prior to the start of any Work a pre-construction conference shall be arranged by the Contractor between its job foreman, the Authority, and any other parties that may be deemed necessary by the Authority.
- 10.2 The Contractor shall so conduct its operations as to have under contract no greater amount of Work than it can execute properly. Prior to starting any phase of the Work, the Contractor shall be prepared and shall have sufficient equipment, materials, and labor on hand to execute the Work to its completion.
- 10.3 The Contractor shall at all times have a copy of the safety plan, Contract Documents, specifications, and permits at the job site to which the Authority shall be given access at all times.
- 10.4 Normal working hours shall be from 7:00 A. M. to 7:00 P. M. on any weekday, subject to approvals by the City.

11.0 Acceptance of Project

Final Acceptance of the Project shall be deemed to have occurred when all of the following have occurred ("Final Acceptance"):

- A. All of Contractor's and subcontractor's personnel, supplies, equipment, waste materials, rubbish and temporary facilities shall have been removed from the worksite;
- B. Contractor shall have delivered to Authority a certification to Authority's reasonable satisfaction, representing that there are no outstanding claims of Contractor or claims, liens or stop notices of any subcontractor or laborer or third party with respect to the Work, other than any previously submitted unresolved claims of Contractor and any claims, liens or stop notices of a subcontractor or laborer or third party being contested by Contractor (in which event the certification shall include a list of all such matters with such detail as is requested by Authority and, with respect to all subcontractor and laborer and third party claims, liens and stop notices, shall include a representation by Contractor that it is diligently and in good faith contesting such matters by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same). For purposes of such certificate, the term "claim" shall include all matters or facts which may give rise to a claim;
- C. The punch list items described in Section 30.2 shall have been completed to the reasonable satisfaction of Authority; and

D. Authority shall have issued a Notice of Completion of the Work as described in Section 15.1.

12.0 Differing Site Conditions

Contractor shall notify Authority in writing within 24 hours of any subsurface or latent physical conditions encountered at the project site that Contractor believes to constitute Differing Site Conditions. The term "Differing Site Conditions" means (1) actual subsurface or latent physical conditions at the site that differ materially from those indicated in the site conditions described in the Contract Documents or present during physical inspection of the site during the mandatory pre-bid conference, including but not limited to the presence of hazardous materials not introduced to the site by Contractor or any of Contractor's agents, representatives, or subcontractors and (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in the Contract Documents.

Contractor shall give such written notice to Authority before the specific Differing Site Conditions are disturbed and the affected Work is performed. Such notice shall include a detailed statement of the following facts concerning such conditions: (i) their location; (ii) their nature and extent; and (iii) the basis of Contractor's expectations regarding the conditions that would be encountered.

Within a reasonable period of time after receiving such written notification, the Authority shall determine in its reasonable discretion and inform Contractor in writing (a) whether the claimed Differing Site Condition exists at all or in the form claimed by Contractor, and (b) whether Contractor will be granted compensation or an extension of time to address any such Differing Site Condition. Under no circumstances shall Contractor be granted compensation for lost profits. Any adjustment to the Contract Documents warranted due to Differing Site Conditions will be made in accordance with the provisions of Section 24, "Change Orders/Extra Work Format," except as otherwise provided. Disputes regarding (a) or (b) set forth in this paragraph shall be resolved pursuant to the provisions of Section 31.

Failure by Contractor to strictly comply with the notice requirements of this Section 12 concerning the timing and content of any written notice of Differing Site Conditions or of Section 24, shall be deemed waiver of any claim by Contractor for increase in cost or extension of time required for the performance of any Work under the Contract Documents by reason of such Differing Site Conditions.

No adjustment to the Contract Documents for Differing Site Conditions, including delay or compensation described in this Section 12 will be allowed for any claims asserted after final payment under this Agreement.

13.0 NOT USED

14.0 NOT USED

15.0 Final Estimate and Payment

15.1 Upon completion of the Work, Contractor will submit to Authority an application for final payment listing all outstanding claims and including releases or waivers of liens and stop notices satisfactory to Authority along with such other documentation as Authority may reasonably require. The Authority shall review such application, the Work called for by the Contract Documents, and the value of the Work performed.

The Authority shall issue a Notice of Completion of the Work once the Authority has reviewed the Contractor's application for final payment as well as the Work called for by the Contract Documents and made a determination that Contractor has successfully completed the Work. The final payment shall not be due and payable until the expiration of 35 calendar days from the date the Authority issues such Notice of Completion of the Work.

The Authority shall pay the full amount found due according to the Contract Documents after deducting (i) all previous payments (if applicable) and (ii) if there are any outstanding subcontractor claims, liens or stop notices or any amounts still in dispute between Authority and Contractor, any amounts withheld from final payment up to amount not to exceed 150% of any such subcontractor claims, liens or stop notices plus 150% of any such amount in dispute between Authority and Contractor. Authority shall release such amounts withheld from final payment as such subcontractor claims, liens or stop notices are no longer outstanding and as such amounts in dispute between Authority and Contractor are no longer in dispute.

- 15.2 It is mutually agreed between the parties to the Agreement that no certificate, notice, or payment under the Contract Documents shall be conclusive evidence of performance of the Contract Documents and no payment shall be construed to be an acceptance of defective Work or improper materials.
- 15.3 The Contractor further agrees that the payment of the final amount due under the Contract Documents shall release Authority and Authority's representatives from any and all claims or liability related to the Work.

16.0 Site Conditions and Restrictions

All construction activities shall be limited to the hours as indicated in Section 10.4 hereof, unless other arrangements have been made with the Authority.

17.0 Access to Sites

Upon issuance of a Notice to Proceed, Contractor shall take appropriate action to secure access to all Work sites. The Contractor shall be provided reasonable access to perform the Work in accordance with Authority parameters and/or direction. Upon completion, the Contractor shall restore the site, fence, gates and City improvements to a condition equal to or better than existed prior to performing his work.

Contractor shall be responsible for obtaining, at its sole cost, all permits and approvals. Contractor shall obtain any required authorizations from the City prior to entry onto the sites for construction. Contractor shall be responsible for obtaining, at its sole cost, any temporary easements which Contractor deems necessary or advisable.

18.0 Coordination with Utilities, Other Agencies, and Projects

18.1 Coordination with Utilities

The Contractor's attention is directed to the potential existence of underground utilities and pipelines within the project areas which include, but are not limited to, electrical, communication, water and sewer. The Contractor shall be responsible for notifying those and any other implicated utility companies in advance of any Work so that such utility companies can undertake any necessary or desired action.

18.2 Cooperation with Others

Utility owners or contractors authorized by the Authority shall have the right to enter upon the limits of Work and the Contractor shall conduct its operations so as to allow such other contractor or entity to accomplish its

work during the progress of the Contractor's Work. Contractor is solely responsible for coordinating with Authority's contractors and utility owners to avoid cost and delay impacts to Contractor as well as to the work of Authority's contractors.

18.3 [NOT USED]

18.4 Notification of Entities

The Contractor shall notify the following entities at least 72 hours in advance of start of construction:

1. Authority
2. City

Others that are determined by the Authority or Contractor as necessary shall also be notified by the Contractor.

19.0 Community Impact and Communications

19.1 Project Information

Should an event or incident, or other Project circumstance develop which is likely to generate community or media interest, Contractor shall inform Authority, and cooperate with Authority's direction with regard to distribution of information. Contractor shall ensure that all field supervisors and other management personnel are aware of and follow Authority's emergency notification procedures in the event of an emergency.

19.2 Authority Consent

Contractor shall not have any communications with the public or the media or otherwise communicate or distribute any information regarding the Project without obtaining Authority's prior written consent.

20.0 Protection of the Work, the Public and Emergency Response

The Contractor shall provide a remedy for unsafe conditions whenever, in the opinion of the Authority or Contractor, an emergency or likely emergency exists and immediate action is considered necessary. Examples include, but are not limited to, items against which the Contractor has not taken sufficient precaution for the public safety, inadequate protection of utilities, and insufficient protection of adjacent structures or property, which may be damaged by the Contractor's operations.

21.0 Work Site Safety and First Aid

In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for the job site conditions during the course of construction of the Work, including safety of all persons and property, and this requirement shall apply continuously and not be limited to normal working hours.

22.0 Claim Notification

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the Authority to pay additional compensation to the Contractor or to grant an extension of time for the completion of the Work, Contractor shall notify the Authority, in writing, of such claim within 30 days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Authority within such 30 day period shall be deemed a waiver and relinquishment of the claim against the Authority.

23.0 Specification Changes

No changes, additions or deletions will be made to these specifications and plans unless directed by the Authority.

24.0 Change Orders/Extra Work Format

Contractor shall utilize the format provided by Authority for change orders/extra work.

25.0 Site Supervision

The Contractor shall provide an on site supervisor at all times when work is in progress. This supervisor shall be qualified in the type of construction being performed and site safety. The site supervisor shall be named in writing and changed only on written approval of the Authority.

26.0 Site Security

The Contractor shall assume the responsibility for any property and equipment it locates on the site. The Authority assumes no risk or responsibility of any kind for any loss or damage due to vandalism, theft, illegal dumping, or any other cause of loss or damage.

The Contractor is responsible for locking the access gates of the site when Contractor does not have personnel on the site and assumes all risk of loss or damage to the site and property and equipment on the site in the event Contractor does not lock the access gates as described herein.

27.0 Examination Site of Work

The Contractor has the responsibility to carefully examine the site, the bid proposal, exhibits, and contract form for the Work to be completed. Prior to submitting a proposal and prior to start of Work, the Contractor shall have investigated and become satisfied as to the conditions to be encountered as to the character, type, quality and quantities of Work to be performed, and as to the requirements of the Contract Documents. It is mutually agreed that submission of a bid shall be considered *prima facie* evidence that the Contractor has made such examination. It should be noted that the examination shall include participation in the mandatory pre-bid conference.

28.0 Water

Contractor shall contact the local water company for construction water usage during construction.

29.0 Taxes

Any and all taxes are included in the Contract Price. It shall be the sole responsibility of the Contractor to determine the applicability of any and all taxes, which may or may not be due under the provisions of these specifications.

30.0 Warranties [NOT USED]

31.0 Disputes

31.1 Notice of Disputes

Unless Authority and Contractor otherwise agree in writing, all disputes between Authority and Contractor regarding the interpretation of this Agreement or the performance by a party hereunder shall be subject to the dispute resolution procedures set forth in this Section 31.1 as a condition precedent to the institution of legal or equitable proceedings by Authority or Contractor pursuant to Subsection 31.2.

Authority and Contractor shall notify the other party in writing within a reasonable time after the first observance of any dispute or claim for injury or damage to person or property because of an act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable.

Upon notification of a dispute or claim, Authority and Contractor shall meet promptly to attempt to resolve the dispute or claim by mutual agreement.

31.2 Legal or Equitable Proceedings

31.2.1 Mediation

Unless this Agreement provides otherwise, any claims, counterclaims, disputes, and other matters not resolved as set forth in Subsection 31.1 shall be submitted to mediation.

31.2.2 Arbitration/Litigation

Any claims, counterclaims, disputes, and other matters not resolved in mediation shall be decided by arbitration if the parties mutually agree, or in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that County, or in the Federal District Court in the Central District of California.

31.3 Performance during Dispute Resolution

Unless otherwise directed by Authority, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

31.4 Cumulative Duties and Remedies

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Authority or Contractor shall constitute a waiver of any right, duty or obligation afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

31.5 Compromise and Settlement

Pursuant to Public Contract Code Section 9201, Authority has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. Authority shall timely notify Contractor of the receipt of any third-party claim relating to the Contract Documents. Authority shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision (b) of Section 9201.

PART III

SPECIAL PROVISIONS

Section 1 GENERAL

By executing the Agreement, the Contractor represents that it has visited the site and familiarized itself with all conditions under which the Work is to be performed, and has correlated its observations with the requirements of the Contract Documents.

The Contractor shall not commence Work until after issuance of the Notice to Proceed. Upon receipt of the Notice to Proceed, Contractor shall immediately commence Work and begin mobilization in accordance with Section 2 below.

The Contractor shall give all notices and comply with laws, ordinances, rules, and regulations bearing on the conduct of the Work specified. The Contractor shall pay for permits and licenses necessary for the execution of the Work.

The Contractor shall at all times enforce proper conduct among his employees and shall not employ on this project, any unfit person or any workman not skilled in the task assigned to him.

Section 2 MOBILIZATION/DEMOBILIZATION

Mobilization shall include the obtaining of all bonds, insurance, permits; moving onto site of all equipment, and other Work facilities; arrangements for construction water; installation and removal of project signs; all as required for the proper performance and completion of the Work. Demobilization shall include removal of all Contractor facilities, and site cleanup.

Section 3 [NOT USED]

Section 4 MAINTAINING TRAFFIC

The Contractor shall be responsible for all traffic control in accordance with City requirements, including flagging costs during construction, and must maintain vehicular access to driveways and other areas in accordance with section 7-10 of the Standard Specifications for Public Works (aka the "Greenbook").

Within five calendar days after receiving the Notice to Proceed, Contractor shall submit to Authority a traffic control and maintenance plan, and shall provide an emergency contact for such issues who may be contacted at all times. Pedestrian traffic shall be detoured to the opposite side of the street away from the Work area whenever possible. Provisions shall be made for safe passage through construction areas in such traffic control and maintenance plan.

Section 5 PARKING CONTROL

If parking restrictions are required for the execution of the Work, the Contractor shall post "temporary no parking" signs in accordance with City requirements. The signs must be posted at least 2 working days in advance of the restriction and shall be the type of sign that states date and time of restriction. The sign shall be approved by the Authority and City prior to posting. The Contractor shall not nail any signs to trees. The signs shall be removed immediately after the need for the restriction has passed.

Section 6 NOT USED

Section 7 NOT USED

Section 8 COORDINATION

Contractor shall coordinate all Work with the Authority, Authority's contractors, and City at all times.

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PART IV

TECHNICAL SPECIFICATIONS

All Work described in the Contract Documents shall be done in accordance with the Contract Documents and the following:

1. "Standard Specifications for Public Works Construction," (Green Book) latest edition. The "Standard Specifications" are incorporated herein by this reference.
2. "Standard Plans for Los Angeles County Department of Public Works" (LADPW) latest Edition
3. "Standard Plans for Public Works Construction of the American Public Works" (APWA) latest edition.
4. "Work Area Traffic Control Handbook," (WATCH) latest edition. The "Work Area Traffic Control Handbook" is incorporated herein by this reference.
5. "State of California Department of Transportation (CalTrans) Traffic Manual", "Standard Specifications" and "Standard Plans", latest edition.

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APPENDIX 1

INSURANCE REQUIREMENTS

1.0 Coverage to be provided by the Contractor

1.1 Required Coverage

Contractor shall provide and maintain liability insurance as specified below. For the insurance required by Sections 1.2(C) - (G) below, the Authority shall be named as insured with Contractor and Contractor shall provide an additional insured endorsement form naming the Authority as an additional insured to a policy which shall insure the Authority, its officers, its employees and its agents; as well as the Contractor, its employees and its subcontractors and their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work to be performed and shall remain in full force and effect until the Work is accepted by the Authority.

1.2 Insurance To Be Provided by Contractor and Subcontractors

Contractor and Subcontractors shall provide insurance as specified in paragraphs (A), (B), (C), (E), (F) and (G) below, and Contractor shall provide insurance as specified in paragraph (D) below:

- A. Automobile Liability Insurance in the amount of \$1,000,000 Combined Single Limit per occurrence, using Insurance Services Office form number CA 0001 (Ed. 1/87) or equivalent covering Automobile Liability, including owned, hired and non-owned automobile liability.
- B. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance complying with California Workers' compensation laws, including Employer's Liability, including statutory limits with All States Endorsement and the following Employer's Liability Limits:
 - \$1,000,000 Bodily Injury with Accident - Each Accident;
 - \$1,000,000 Bodily Injury by Disease - Policy Limit
 - \$1,000,000 Bodily Injury by Disease - Each Employee
- C. Commercial General Liability Insurance with the following limits of liability:
 - \$2,000,000 Per Occurrence
 - \$4,000,000 General Aggregate
 - \$4,000,000 Products-Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury
 - \$ 50,000 Fire Damage (Any One Fire)
 - \$ 5,000 Medical Expense (Any One Person)

APPENDIX D FORM OF CONTRACT

and including the following coverages:

- Occurrence Basis;
- Premises operations;
- Contractual Liability;
- Products/Completed Operations;
- Broad Form Property Damage; and
- Independent Contractors.
- Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001 (Ed. 11/88), or its equivalent,
- No exclusion for explosion, collapse or underground hazards, only as respects operations and exposures off-Site.

D. Excess Liability coverage with the following limits of liability:

- \$5,000,000 Per Occurrence
- \$5,000,000 General Aggregate

and including the following coverages:

- Excess over Workers' Compensation
- Excess over General Liability
- Excess over Automobile Liability

E. Builder's Risk: [NOT USED]

F. Professional Liability: [NOT USED]

G. Railroad Protective: [NOT USED]

2.0 Other Insurance Requirements

2.1 Verification of Coverage

Contractor agrees to provide to Authority, on or before the date of issuance of the Notice to Proceed, written evidence satisfactory to Authority's Chief Contracting Officer that Contractor has insurance as described. If requested, certified duplicate copies of such policies shall also be provided.

2.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions over \$10,000 in Contractor-provided insurance must be declared to and approved by Authority.

APPENDIX D FORM OF CONTRACT

2.3 No Recourse

There shall be no recourse against Authority for payment of premiums or other amounts with respect to the insurance required to be provided by Contractor hereunder.

2.4 Authority's Right to Remedy Breach by Contractor

If Contractor fails to provide insurance as required herein, Authority or its assignees shall have the right but not the obligation, to purchase such insurance. In such event, the Contract Price shall be reduced by the amount paid for such insurance.

2.5 Authority's Right to Modify Insurance Requirements

Authority reserves the option, at any time, to require additional insurance to be provided by Contractor or to revise the requirements for Contractor-provided insurance. Any such action shall be deemed an Authority-Directed Change entitling Contractor to a Change Order for the costs incurred by Contractor due to such change, or entitling Authority to a reduction in the Contract Price if such action results in a reduction in Contractor's costs. Contractor shall provide to Authority all such information or records as may be required or helpful in determining Contractor's costs.

2.6 Subcontractor Insurance Requirements

Contractor shall ensure that all subcontractors are required to comply with all applicable insurance requirements contained in the Contract Documents and with all requirements imposed by the insurance policies. Contractor shall have sole responsibility for monitoring subcontractor compliance with such requirements. Contractor shall require each subcontractor to include Authority and the persons to be added as additional insured to Contractor's coverage pursuant to Section 1.1 as additional insured under such subcontractor's General Liability policies, using Insurance Services Office Form CG 20 10 11 85 or equivalent. Authority and its designated agent shall have the right to contact subcontractors directly in order to verify the above coverages. No subcontractor shall be permitted to perform construction Work until it, or Contractor, has supplied satisfactory evidence of required insurance to Authority if so requested by Authority.

2.7 Property Loss Insurance Proceeds

Contractor agrees, and shall obtain a similar agreement from all subcontractors, that any insurance recoveries for property loss, less any deductible payable by Contractor, shall be for the account of Authority and payable to Authority subject to Contractor's rights.

APPENDIX D FORM OF CONTRACT

2.8 Minimum Safety Compliance Requirements

Contractor shall be solely responsible for safety on the worksite. Any suspension of Work by Authority related to safety concerns shall be considered a suspension for cause.

2.9 Due Care Required

Nothing contained in this Section shall relieve Contractor or any subcontractors of its obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents.