



## City Council Staff Report

Date: May 4, 2011

CONSENT CALENDAR

Subject: BELARDO ROAD BRIDGE AND ROADWAY PROJECT

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### SUMMARY

This item will approve various actions allowing the City to proceed with the construction phase of this project.

### RECOMMENDATION:

- 1) Approve the plans, specifications, and working details for the Belardo Road Bridge and Roadway Project, Federal Project No. PLHL-5282(020), City Project No. 87-49, and authorize the bid process; and
- 2) Approve Agreement No. \_\_\_\_\_, a "Subcontractor Services Agreement" between the City of Palm Springs and the Agua Caliente Band of Cahuilla Indians; and
- 3) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On May 18, 2001, the City and Agua Caliente Band of Cahuilla Indians (Tribe) submitted a joint application to the Federal Highway Administration (FHWA) for Federal Public Lands Highway Discretionary (PLHD) funds to construct the Belardo Road Bridge and Roadway Project. With the support of local, state and federal representatives, the City was successful in being awarded \$3,000,000 in PLHD funds for this project.

As the City and Tribe collectively contributed to and are partners in this project, a Memorandum of Understanding (MOU) between the City and Tribe regarding oversight of this project was approved June 19, 2002. The MOU outlines the responsibilities of both the City and Tribe, with the Tribe coordinating the environmental and right-of-way phases, and the City coordinating the design and construction phases.

ITEM NO. 2.4.

The City adopted a Mitigated Negative Declaration for this project on May 27, 2009. Subsequently, the City and Tribe coordinated on right-of-way acquisition for the project, which was completed in August 2010.

As a federally funded project, this project has oversight by the state through the California Department of Transportation ("Caltrans"). Caltrans coordinates all federal funding on local road projects. On March 29, 2011, Caltrans authorized the City to proceed with construction of this project.

The plans and specifications have been prepared by the City's engineering consultant (Dokken Engineering), are ready for Council approval and the subsequent advertisement for construction bids. Section 7.03.040 of the Procurement and Contracting Code requires that for public projects in excess of \$100,000 Council approve and adopt the plans, specifications and working details, and authorize staff to advertise for construction bids.

In addition to the \$3,000,000 federal grant obtained for this project, the Tribe has agreed to provide additional funding for this project through federal funds it receives through the Indian Reservation Roads ("IRR") Program. The City previously entered into two MOU's with the Tribe related to receiving IRR funds from the Tribe on this project. A final funding agreement is necessary to formalize the Tribe's reimbursement to the City of costs for this project.

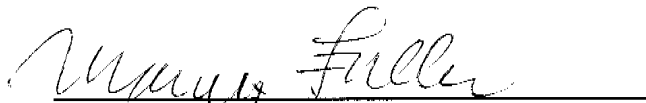
#### FISCAL IMPACT:

The total estimated cost of the construction phase of this project (including construction inspection and administration, and contingencies) is estimated at \$4,351,942. Of the original \$3,000,000 PLHD federal grant, \$2,325,194 remains available for construction (prior funds were used for the environmental and design phases). This leaves a balance of \$2,026,748 to be funded with local funds. However, the Tribe has agreed to provide funding for this project with its own federal IRR funds. A maximum of \$2,035,362 in IRR funding is available to the City pursuant to the funding agreement recommended for approval. Therefore, if final costs do not exceed estimated costs, no City funds will be required for this project as costs are either covered with the federal PLHD grant or with the Tribe's IRR funds.

SUBMITTED:

Prepared by:

Recommended by:



Marcus L. Fuller  
Assistant Director of Public Works

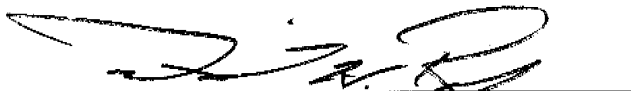


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

1. Agreement

## **SUBCONTRACTOR SERVICES AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between Agua Caliente Band of Cahuilla Indians, a federally-recognized Indian Tribal Government ("TRIBAL GOVERNMENT"), with offices at 5401 Dinah Shore Drive, Palm Springs, California, 92264 and the City of Palm Springs ("SUBCONTRACTOR"), a municipal corporation, with its offices at 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262.

### **1. Scope of Work**

- 1.1 SUBCONTRACTOR is to furnish services as outlined in Exhibit "A," attached hereto, to the TRIBAL GOVERNMENT.
- 1.2 SUBCONTRACTOR shall be an independent contractor and is responsible for the manner, means, methods, materials, licenses, permits, fees, employer's and other taxes, royalties, health and safety precautions, workers' compensation policy, and other conditions and qualifications necessary to perform the services and achieve the results required to professionally and competently furnish and complete the services outlined in Exhibit "A" hereto. SUBCONTRACTOR shall not be deemed an agent for, or engaged in a joint venture with, the TRIBAL GOVERNMENT.

### **2. Performance Standards and Other Conditions**

- 2.1 All work performed by SUBCONTRACTOR shall be performed in accordance with industry practices and professional standards for similar professional consulting services. SUBCONTRACTOR agrees that it will retain the services of, at its own expense, all personnel reasonably necessary to timely and competently perform the services required by this AGREEMENT. All work required, and to be performed hereunder, shall be performed by fully qualified personnel and such personnel shall be authorized and licensed under applicable Tribal, federal and state laws to perform such work.
- 2.2 In addition to personnel employed directly by SUBCONTRACTOR, SUBCONTRACTOR shall have the right to engage such subcontractors as it may deem appropriate, qualified and reasonably necessary to the performance of its services hereunder with the prior written approval of the TRIBAL GOVERNMENT, which shall not be unreasonably withheld.
- 2.3 SUBCONTRACTOR shall schedule and perform its work with due diligence and in character, sequence and timing so that it will be coordinated with that of the TRIBAL GOVERNMENT.
- 2.4 SUBCONTRACTOR shall not be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including

without limitation, fire or other casualty, Act of God, strike or labor dispute, war or other violence, acts of third parties, or any law, order, or requirement of any governmental agency or authority.

### **3. Compensation**

- 3.1 SUBCONTRACTOR shall be fully compensated for SUBCONTRACTOR'S and its subcontractors' services provided under this AGREEMENT by the payment of the sums set forth in Exhibit "A" hereto.
- 3.2 The compensation paid to SUBCONTRACTOR shall be considered as payment in full for the work product provided to TRIBAL GOVERNMENT under this AGREEMENT.

### **4. Payments**

- 4.1 Between the 1<sup>st</sup> and the 10<sup>th</sup> of each month, SUBCONTRACTOR shall submit invoices to the TRIBAL GOVERNMENT for payment of services provided during the previous month.
- 4.2 Invoices for services are subject to approval of and full audit by the TRIBAL GOVERNMENT.
- 4.3 The TRIBAL GOVERNMENT will pay the SUBCONTRACTOR's proper invoices within 15 days of receipt.

### **5. Additional Work**

- 5.1 From time to time, the TRIBAL GOVERNMENT may change, alter or modify the scope of work provided by SUBCONTRACTOR under this AGREEMENT, provided that City is compensated for all work performed prior to alteration or modification of the scope of work.

### **6. Term and Termination**

- 6.1 This AGREEMENT shall remain valid until such time as the services outlined in Exhibit "A" are completed, unless sooner terminated in accordance with the terms hereof.
- 6.2 The TRIBAL GOVERNMENT or SUBCONTRACTOR may each terminate this AGREEMENT at any time upon breach of this AGREEMENT by the non-terminating party, provided that the terminating party provides the other party at least thirty (30) days written notice of such termination.
- 6.3 In the event of such termination, the TRIBAL GOVERNMENT's sole liability will be to pay SUBCONTRACTOR for work performed up to the date of termination in accordance with the terms of this AGREEMENT.

6.4 In the event of such termination, the SUBCONTRACTOR shall immediately deliver all completed work product and all work-in-progress to the TRIBAL GOVERNMENT. No closeout payments shall be payable to SUBCONTRACTOR until all such deliveries are completed.

6.5 In the event of termination, there shall be no liability on the part of either party hereto for lost revenues or lost profit for unperformed services.

## **7. Special Provisions**

7.1 SUBCONTRACTOR shall be responsible for complying with all applicable Indian Reservation Roads (IRR) and Federal Acquisition Regulations including, but not limited to, Davis Bacon Act provisions.

## **8. Records**

8.1 Records of SUBCONTRACTOR's direct and indirect labor costs, payroll costs, and each reimbursable expense pertaining to work performed hereunder will be kept by SUBCONTRACTOR in a generally recognized accounting format, copies of which shall be forwarded as supporting documentation for all invoices submitted to the TRIBAL GOVERNMENT.

8.2 SUBCONTRACTOR shall maintain all records pertaining to the Scope of Work in legible and useable form. Original records shall be retained by SUBCONTRACTOR or forwarded to the TRIBAL GOVERNMENT in accordance with any applicable Tribal, state and federal guidelines.

8.3 All designs, as built drawings, specifications, notes, and other work developed in the performance of this AGREEMENT shall be and remain the joint property of the TRIBAL GOVERNMENT and SUBCONTRACTOR and may be used on any other work without additional compensation under this AGREEMENT. The TRIBAL GOVERNMENT and SUBCONTRACTOR reserve a royalty-free, nonexclusive, and irrevocable license to produce, publish, or otherwise use, for general purposes, the copyright or any other intellectual property right in any work developed under this AGREEMENT, or a subcontract under this AGREEMENT, and any rights of copyright or any other intellectual property right which the SUBCONTRACTOR, or its subcontractors, under this AGREEMENT purchases through this AGREEMENT.

8.4 SUBCONTRACTOR shall provide a report on a Quarterly Basis, not later than five (5) days after the end of each calendar quarter, which contains the following information:

8.4.1 the total amount of funds received from the TRIBAL GOVERNMENT; and

8.4.2 a detailed list of all activities for which IRR funds were expended, including: the name of the activity, a description of the activity, an evaluation of the completion status of the services outlined in Exhibit "A."

**9. Insurance**

9.1 After the execution of this AGREEMENT, SUBCONTRACTOR, and any subcontractor of the SUBCONTRACTOR, shall furnish the TRIBAL GOVERNMENT with copies of insurance policies (reflecting that they have obtained insurance) in the amounts and of the types specified in Exhibit "B" hereto.

**10. Indemnification**

10.1 SUBCONTRACTOR hereby agrees to fully defend, indemnify and hold the TRIBAL GOVERNMENT harmless from and against any and all claims, suits, actions, damages, loss, liability or costs of every nature or description (including reasonable attorney fees) arising from, or in any way attributable to or related to the negligence or willful misconduct of SUBCONTRACTOR hereunder, including SUBCONTRACTOR's officers, employees, agents, principals, shareholders, directors, and subcontractors.

10.2 TRIBAL GOVERNMENT hereby agrees to fully defend, indemnify and hold the SUBCONTRACTOR harmless from and against any and all claims, suits, actions, damages, loss, liability or costs of every nature or description (including reasonable attorney fees) arising from, or in any way attributable to or related to the negligence or willful misconduct of TRIBAL GOVERNMENT hereunder, including TRIBAL GOVERNMENT'S officers, employees, agents, principals, shareholders, and directors.

**11. Successors and Assigns**

11.1 SUBCONTRACTOR hereby binds itself, its successors, executors, administrators, assigns and legal representatives to this AGREEMENT with respect to all covenants and obligations of SUBCONTRACTOR under this AGREEMENT.

11.2 Except as set forth in this AGREEMENT, SUBCONTRACTOR shall not assign, sublet, or transfer any rights under, or interest in, this AGREEMENT without the prior written consent of the TRIBAL GOVERNMENT.

**12. Entirety**

12.1 This AGREEMENT and attachments hereto constitute the entire AGREEMENT between the parties hereto with respect to the subject matter hereof. No amendment or modification to this AGREEMENT shall be effective unless in writing and executed by both parties.

**13. Damages**

13.1 Except as set forth in this AGREEMENT, neither party shall be liable to the other, in any event, for any special or incidental damages arising out of the work performed hereunder, whether arising in contract, tort, California statutes or otherwise.

**14. Default and Enforcement**

14.1 This AGREEMENT is to be governed by federal law.

14.2 Failure or delay by any party to this AGREEMENT to perform any material term or provision of this AGREEMENT shall constitute a default under this AGREEMENT; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

14.3 The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

14.4 Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

14.5 In the event that a default of any party to this AGREEMENT may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

**15. Miscellaneous**

15.1 Whenever notice is required to be given herein, such notice shall be deemed given when mailed to the party to be notified via certified mail, return receipt requested, or by overnight delivery, at the address first written above, or at such other address as the party may, by written notice, provide to the other.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date first written above.

**AGUA CALIENTE BAND OF CAHUILLA INDIANS**

APPROVED BY:

\_\_\_\_\_  
Thomas J. Davis, Chief Planning & Development Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Carr, Tribal Counsel

**CITY OF PALM SPRINGS**

APPROVED BY:

\_\_\_\_\_  
David H. Ready, City Manager

ATTESTED BY:

\_\_\_\_\_  
James Thompson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas Holland, City Attorney

## EXHIBIT "A"

### SCOPE OF WORK

The City of Palm Springs will construct the Belardo Road Bridge and Roadway Project, Federal Aid Project No. PLHL-5282(020), City Project No. 87-49. The project is generally described in the final adopted environmental document as follows:

*The proposed project would construct a two-lane bridge on Belardo Road in Palm Springs over the Tahquitz Creek Channel, connect the noncontiguous sections of Belardo Road between Mesquite Avenue and Sunny Dunes Road, and widen the roadway as necessary from just west of South Palm Canyon Road to just north of Sunny Dunes Road to create a uniform roadway width.*

All work will be performed in accordance with the plans and specifications approved by the City in May 2011, and the City shall facilitate the bidding, construction contract, and construction engineering (inspection, materials testing and oversight) of the project. The City shall provide all labor, materials, and equipment necessary for construction of the project.

### COMPENSATION

The attached preliminary estimate identifies the final engineer's detail estimate for construction of this project, including construction engineering and contingencies. The bid items and quantities identified on the detail estimate are subject to change during construction. As indicated on the attached preliminary estimate, the total construction phase of this project is estimated to cost \$4,351,942. The City shall apply its federal Public Lands Highways Discretionary ("PLHD") funds to construction contract costs. The total PLHD funds available are \$2,325,194. The balance of construction phase costs not covered by the City's PLHD funds is estimated at \$2,026,748.

The maximum funds available for reimbursement pursuant to this Agreement are \$2,035,362.

### TERM

The term of this contract shall commence upon its execution and shall extend through completion of the construction phase of this project. The following schedule is the estimated time for completion of this project, which is subject to change:

Bidding:	May/June 2011
Bid Opening:	June 21, 2011
Contract Award:	July 6, 2011
Start Construction:	September 1, 2011
End Construction:	April 1, 2012
Project Close-Out:	May 1, 2012

DETAIL ESTIMATE

Participating Item Estimate

Federal Aid Code: 4130

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1.00	\$153,000.00	\$ 153,000.00
2	TRAFFIC CONTROL	LS	1.00	\$14,000.00	\$ 14,000.00
3	STORM WATER POLLUTION CONTROL MEASURES	LS	1.00	\$21,000.00	\$ 21,000.00
4	AIR QUALITY AND DUST CONTROL MEASURES	LS	1.00	\$21,000.00	\$ 21,000.00
5	CULTURAL RESOURCES MITIGATION MEASURES	LS	1.00	\$100,000.00	\$ 100,000.00
6	BIOLOGICAL MITIGATION MEASURES	LS	1.00	\$18,000.00	\$ 18,000.00
7	TEMPORARY FENCE (ESA)	LF	4,250.00	\$5.00	\$ 21,250.00
8	CLEARING, GRUBBING AND MISCELLANEOUS REMOVALS	LS	1.00	\$17,500.00	\$ 17,500.00
9	REMOVE EXISTING A.C. PAVEMENT	SF	27,070.00	\$0.50	\$ 13,535.00
10	REMOVE EXISTING CURB	LF	2,345.00	\$4.00	\$ 9,380.00
11	REMOVE EXISTING SIDEWALK	SF	8,695.00	\$2.00	\$ 17,390.00
12	COLD PLANE EXISTING A.C. PAVEMENT (0.15' MAX)	SY	850.00	\$3.00	\$ 2,550.00
13	ROADWAY EXCAVATION	CY	3,500.00	\$20.00	\$ 70,000.00
14	ROCK EXCAVATION	CY	1,500.00	\$50.00	\$ 75,000.00
15	STRUCTURE EXCAVATION (BRIDGE)	CY	272.00	\$200.00	\$ 54,400.00
16	STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)	CY	929.00	\$200.00	\$ 185,800.00
17	STRUCTURE EXCAVATION (RETAINING WALL)	CY	310.00	\$200.00	\$ 62,000.00
18	STRUCTURE BACKFILL (BRIDGE)	CY	220.00	\$75.00	\$ 16,500.00
19	STRUCTURE BACKFILL (RETAINING WALL)	CY	500.00	\$75.00	\$ 37,500.00
20	LEAN CONCRETE BACKFILL	CY	44.00	\$200.00	\$ 8,800.00
21	IMPORTED BORROW	CY	10,000.00	\$15.00	\$ 150,000.00
22	CLASS 2 AGGREGATE BASE	CY	2,990.00	\$50.00	\$ 149,500.00
23	SLURRY SEAL	TON	70.00	\$150.00	\$ 10,500.00
24	HOT MIX ASPHALT (TYPE A)	TON	2,445.00	\$100.00	\$ 244,500.00
25	PRE-STRESSING CAST-IN-PLACE CONCRETE	LS	1.00	\$80,000.00	\$ 80,000.00
26	STRUCTURAL CONCRETE (BRIDGE FOOTING)	CY	65.00	\$600.00	\$ 39,000.00
27	STRUCTURAL CONCRETE (BRIDGE)	CY	499.00	\$900.00	\$ 449,100.00
28	STRUCTURAL CONCRETE (RETAINING WALL)	CY	225.00	\$650.00	\$ 146,250.00
29	ARCHITECTURAL TREATMENT (RETAINING WALL)	SF	1,440.00	\$15.00	\$ 21,600.00
30	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	CY	30.00	\$600.00	\$ 18,000.00
31	MINOR CONCRETE (MINOR STRUCTURE)	CY	28.00	\$1,200.00	\$ 33,600.00
32	MINOR CONCRETE (HEADWALL)	CY	13.00	\$1,200.00	\$ 15,600.00
33	JOINT SEAL (TYPE B-MR 1")	LF	105.00	\$25.00	\$ 2,625.00
34	BAR REINFORCING STEEL	LB	2,132.00	\$1.00	\$ 2,132.00
35	BAR REINFORCING STEEL (BRIDGE)	LB	91,641.00	\$2.00	\$ 183,282.00
36	BAR REINFORCING STEEL (RETAINING WALL)	LB	13,500.00	\$1.00	\$ 13,500.00
37	18" REINFORCED CONCRETE PIPE	LF	99.00	\$250.00	\$ 24,750.00
38	24" REINFORCED CONCRETE PIPE	LF	238.00	\$275.00	\$ 65,450.00
39	36" REINFORCED CONCRETE PIPE	LF	67.00	\$400.00	\$ 26,800.00
40	42" REINFORCED CONCRETE PIPE	LF	74.00	\$400.00	\$ 29,600.00
41	12" WELDED STEEL PIPE (0.250" THICK)	LF	98.00	\$200.00	\$ 19,600.00
42	ROCK SLOPE PROTECTION (1/2 TON, METHOD B)	CY	68.00	\$150.00	\$ 10,200.00
43	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	106.00	\$150.00	\$ 15,900.00
44	ROCK SLOPE PROTECTION (BACKING NO. 1, METHOD B)	CY	178.00	\$150.00	\$ 26,700.00
45	CONCRETE-ROCK SLOPE PROTECTION (1/2 TON METHOD B)	CY	715.00	\$100.00	\$ 71,500.00
46	ROCK SLOPE PROTECTION FABRIC	SY	663.00	\$7.00	\$ 4,641.00
47	MINOR CONCRETE (CROSS-GUTTER)	CY	66.00	\$450.00	\$ 29,700.00
48	MINOR CONCRETE (CURB AND GUTTER)	LF	6,050.00	\$10.00	\$ 60,500.00
49	MINOR CONCRETE (SIDEWALK)	SF	31,540.00	\$4.00	\$ 126,160.00
50	MISCELLANEOUS METAL (BRIDGE)	LB	1,006.00	\$15.00	\$ 15,090.00
51	PICKET RAILING	LF	536.00	\$40.00	\$ 21,440.00
52	CONCRETE BARRIER (TYPE 26)	LF	224.00	\$400.00	\$ 89,600.00
53	ARCHITECTURAL TREATMENT (BRIDGE)	LS	1.00	\$40,000.00	\$ 40,000.00
54	CONSTRUCT 6' CHAIN LINK FENCE	LF	168.00	\$15.00	\$ 2,520.00
55	CONSTRUCT CHAIN LINK GATE (W=16')	EA	4.00	\$1,200.00	\$ 4,800.00
56	ADJUST WATER VALVE TO GRADE	EA	8.00	\$325.00	\$ 2,600.00
57	ADJUST SEWER MANHOLE TO GRADE	EA	2.00	\$1,400.00	\$ 2,800.00
58	BRIDGE LIGHTING SYSTEM	LS	1.00	\$20,000.00	\$ 20,000.00
59	TRAFFIC STRIPING, SIGNAGE AND MARKINGS	LS	1.00	\$20,000.00	\$ 20,000.00
60	FEDERAL TRAINEE PROGRAM	LS	1.00	\$4,000.00	\$ 4,000.00

Subtotal Contract Items 1-60, Improv. Type: 01, 08	\$	3,212,145.00
Agency / State Furnished Materials	\$	0.00
Force Account (Emergency Opening)	\$	0.00
Total	\$	3,212,145.00
Contingencies (Including supplemental work)	10.0%	\$ 321,215.00
Construction Total	\$	3,533,360.00
Construction Engineering	15.0%	\$ 530,004.00
<b>PARTICIPATING SUB-TOTAL COST</b>	<b>\$</b>	<b>4,063,364.00</b>

DETAIL ESTIMATE, Continued

Non-Participating Item Estimate

Federal Aid Code: 4130

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
61	MOBILIZATION	LS	1.00	\$11,000.00	\$ 11,000.00
62	TRAFFIC CONTROL	LS	1.00	\$6,000.00	\$ 6,000.00
63	STORM WATER POLLUTION CONTROL MEASURES	LS	1.00	\$9,000.00	\$ 9,000.00
64	AIR QUALITY AND DUST CONTROL MEASURES	LS	1.00	\$9,000.00	\$ 9,000.00
65	BIOLOGICAL MITIGATION MEASURES	LS	1.00	\$2,000.00	\$ 2,000.00
66	TEMPORARY FENCE (ESA)	LF	1,060.00	\$5.00	\$ 5,300.00
67	CLEARING, GRUBBING AND MISCELLANEOUS REMOVALS	LS	1.00	\$2,500.00	\$ 2,500.00
68	REMOVE EXISTING A.C. PAVEMENT	SF	22,850.00	\$0.50	\$ 11,325.00
69	COLD PLANE EXISTING A.C. PAVEMENT (0.15' MAX)	SY	3,850.00	\$3.00	\$ 11,550.00
70	ROADWAY EXCAVATION	CY	420.00	\$20.00	\$ 8,400.00
71	IMPORTED BORROW	CY	1,000.00	\$15.00	\$ 15,000.00
72	CLASS 2 AGGREGATE BASE	CY	520.00	\$50.00	\$ 26,000.00
73	SLURRY SEAL	TON	70.00	\$150.00	\$ 10,500.00
74	HOT MIX ASPHALT (TYPE B)	TON	815.00	\$100.00	\$ 81,500.00
75	MINOR CONCRETE (CURB AND GUTTER)	LF	1,205.00	\$10.00	\$ 12,050.00
76	TRAFFIC STRIPING, SIGNAGE AND MARKINGS	LS	1.00	\$7,000.00	\$ 7,000.00
Subtotal Contract Items 61-76				\$	<b>228,125.00</b>
Agency / State Furnished Materials				\$	0.00
Force Account (Emergency Opening)				\$	0.00
Total				\$	228,125.00
Contingencies (Including supplemental work)			10.0%	\$	22,813.00
Construction Total				\$	250,938.00
Construction Engineering			15.0%	\$	37,641.00
<b>NON-PARTICIPATING SUB-TOTAL COST</b>				\$	<b>288,579.00</b>
Subtotal Contract Items 1-76				\$	<b>3,440,270.00</b>
Agency / State Furnished Materials				\$	0.00
Force Account (Emergency Opening)				\$	0.00
Total				\$	3,440,270.00
Contingencies (Including supplemental work)			10.0%	\$	344,027.00
Construction Total				\$	3,784,297.00
Construction Engineering			15.0%	\$	567,645.00
<b>TOTAL COST</b>				\$	<b>4,351,942.00</b>

**EXHIBIT B**  
**INSURANCE**

- 1.1 Overview. In an effort to standardize the TRIBAL GOVERNMENT's insurance program and coordinate insurance of subcontractors with the TRIBAL GOVERNMENT's program, the following are the requirements for SUBCONTRACTOR insurance coverage.
- 1.1.1 Liability Coverage. SUBCONTRACTOR, at the SUBCONTRACTOR's sole expense, shall obtain and pay for, and at all times maintain in full force and effect a Five Million Dollar (\$5,000,000) combined single limit per occurrence, and a Five Million Dollar (\$5,000,000) combined single limit aggregate, Commercial General Liability policy. Such policy shall insure against any and all losses arising out of, or in connection with the operations of the SUBCONTRACTOR. Such coverage shall also provide products and completed operations coverage.
- 1.1.2 Automobile Insurance. SUBCONTRACTOR, at the SUBCONTRACTOR's sole expense, shall obtain and pay for, and at all times maintain in full force and effect a One Million Dollar (\$1,000,000) combined single limit per occurrence automobile liability policy. Such policy shall include coverage for non-owned and hired car coverage.
- 1.1.3 Worker's Compensation. SUBCONTRACTOR, at the SUBCONTRACTOR's sole expense, shall obtain and pay for, and at all times maintain in full force and effect, a worker's compensation policy in the statutory amount. Such coverage shall provide employer's liability of at least One Million Dollars (\$1,000,000) and include a waiver of subrogation in favor of the Agua Caliente Band of Cahuilla Indians.
- 1.2 Common Provisions.
- 1.2.1 Certificates. Certificates of insurance shall be provided to the TRIBAL GOVERNMENT's Risk Manager at the following address:
- Agua Caliente Band of Cahuilla Indians  
c/o F.T. Kieley III, Risk Management Consultant  
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- 1.2.2 Additional Named Insured Endorsements. The policies shall name the Agua Caliente Band of Cahuilla Indians, its employees and agents as additional named insureds.
- 1.2.3 Cancellation Provisions. Policies shall not be canceled or modified without at least thirty (30) days prior written notice, except for ten (10) days' notice of cancellation due to non-payment.
- 1.2.4 Suitability of Companies. All such coverage shall be written by admitted carrier in the State of California with a "Best's" insurance rating of A, Class X or better.
- 1.2.5 Primacy. All such coverage shall be primary insurance, and any insurance or self insurance programs of the Agua Caliente Band of Cahuilla Indians shall be non-contributing.