

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of April, 2018, by and between the County of Fresno, a political subdivision of the State of California, hereinafter called "the County," and the Central California Irrigation District, a California Irrigation District, hereinafter called "the District" (collectively, the "Parties").

RECITALS:

WHEREAS, Russell Avenue and Outside Canal Bridge on Russell Avenue (Bridge) are owned and maintained by the County; and

WHEREAS, the Outside Canal (Canal) is an irrigation facility owned and maintained by the District; and

WHEREAS, the District and the County recognize it will be of mutual benefit to replace the Bridge with a new structure (Culvert); and

WHEREAS, the preliminary engineering services (PE), construction engineering services (CE), right of way acquisition (RW), and construction (CON), (hereinafter collectively called "the Project") are necessary to complete the replacement of the Bridge; and

WHEREAS, federal funding has been made available for the Project through the Highway Bridge Program (HBP); and

WHEREAS, local matching funds are required to qualify for HBP funds; and

WHEREAS, a common use area (with such common use area hereinafter referred to as "AREA"); and a temporary construction permit (with such temporary construction permit hereinafter referred to as "TCP") are required from the District to construct the Project,

WHEREAS, the County and the District desire to set forth the terms and conditions under which PROJECT will be constructed, financed, and maintained.

NOW, THEREFORE, it is mutually agreed as follows:

1. The County shall be the lead agency and shall perform and administer the

1 Project with the District making certain contributions toward the Project in accordance with
2 this Agreement.

3 2. Upon completion or termination of the Project, the County and the District shall
4 retain all of their respective legal rights and duties related to the Canal, Bridge, and any
5 other appurtenant improvements.

6 3. The County shall provide PE services which include, but are not limited to:

7 a. Perform and oversee all tasks necessary for the Project compliance with the
8 California Environmental Quality Act and National Environmental Policy Act.

9 b. Oversee qualified consulting firms retained to perform tasks necessary to
10 complete PE services.

11 c. Obtain and administer all permits necessary for bidding and construction of
12 the replacement structure.

13 d. Advertise and award the contract for CON in accordance with all governing
14 federal, state and local laws, and requirements of funding agencies, including applicable
15 prevailing wage and competitive bidding requirements.

16 4. The County shall provide CE services which include, but are not limited to,
17 the furnishing of all necessary field engineering, inspection and testing for performance of
18 the contract construction work and general administration of the construction contract. The
19 District may, at its option, provide periodic inspection of work within the District's jurisdiction
20 being performed by the County.

21 5. The County shall provide RW services which include, but are not limited to:

22 a. Perform appraisals, negotiations, and, if required, other processes necessary
23 to acquire easements, TCPs, and other property rights necessary for the Project CON;
24 and,

25 b. Prepare documentation required to finalize and document the acquisition of
26 easements, TCPs, and other property rights necessary for the Project CON.

27 c. In the event that any easements or other property rights are required from the

1 District for the Project, the District shall provide such easements, TCP, or other property
2 rights at no charge to the County.

3 6. The District shall review and approve the plans, staging and implementation
4 measures, and schedule prior to construction of the Project. The District shall review and
5 approve the County's plans with respect to the general suitability of the Project for the
6 District's operations.

7 7. The County shall not proceed with the Project CON until the District has
8 approved all aspects of the design, materials, schedules and plan with respect to the
9 general suitability of the Project for the District's operations. The District's approval of the
10 Project plans, which approval shall not be unreasonably withheld, shall be affirmed by
11 signature on the final construction plans by the District's Engineer.

12 8. By signing the construction plans, the District certifies that the structure and
13 scheduling and implementation plan, if abided by, will not unreasonably disrupt the
14 District's use of its facilities, its maintenance of those facilities, or planned water deliveries
15 through those facilities. The District shall not, by reason of such review or failure to review,
16 be responsible for structural adequacy, details of design, adequacy or safety of the
17 County's proposed details and work.

18 9. The District agrees that, during the timeframe within which the Project is
19 constructed, water shall be diverted out of the Project site from the District's diversion
20 structure upstream. The County shall construct a temporary detour berm downstream of
21 the project site. Water within the project site between the upstream diversion structure and
22 the downstream temporary detour berm shall be removed or reduced by the County for dry
23 construction.

24 10. The County's Specifications will require the construction contractor not to
25 work within the channel between April 1st and October 31st. The County's specifications
26 will require payment to the District for damages incurred by District, and payment to the
27 District's customers for damages incurred by District customers, by reason of the

1 contractor's failure to comply with that requirement. The time period referenced in this
2 section shall be taken to mean that same period in any calendar year during which contract
3 construction is in progress.

4 11. The District does hereby acknowledge that it has been fully informed of its
5 rights under Federal and State law to receive just compensation for AREA and TCP as
6 described in Article 12 and in Article 13 hereinafter respectively; however, the District
7 agrees that the Project is of mutual benefit to both Parties and that such benefit to the
8 District is valuable compensation to the District. As such, the District waives such rights to
9 compensation and agrees to provide AREA and TCP without monetary compensation
10 payable by the County.

11 12. Execution by both parties of this AGREEMENT shall establish the AREA for
12 the perpetual use of both parties in accordance with the terms and conditions of this
13 AGREEMENT. Such AREA is legally described on "Exhibit A1" hereto and is depicted
14 graphically on "Exhibit A2" hereto, both of which are incorporated herein by this reference.

15 13. Execution by both parties of this AGREEMENT shall establish the TCP to
16 enable access to the work site and to authorize construction of such temporary facilities in
17 accordance with such approved scheduling and implementation plan as may be required
18 during construction of the Project. Such TCP shall expire upon completion of construction.
19 The area disturbed under the TCP shall be left in a clean and rough leveled condition and
20 appropriately seeded where necessary to prevent erosion. Such TCP is depicted
21 graphically on "Exhibit B" attached hereto and incorporated herein by this reference.

22 14. Any proposed changes to the design of the structure during the construction
23 of the Project that would present the reasonably foreseeable and identifiable potential to
24 impact the functionality of the structure or its appurtenant facilities with respect to the
25 District's operations shall be approved in writing by the District's Engineer in advance, and
26 the County will not initiate any modification or change orders relating to supports,
27 clearances, or drainage of the structure or its appurtenant facilities, or any similar

1 construction detail or method that could affect the District's conveyance of water or its
2 facilities, without the District's advance written approval. It is hereby expressly
3 acknowledged by the District that routine change orders to adjust various quantities or unit
4 prices, or to account for fluctuations in price indices, or other change orders not reasonably
5 having the potential to impact the functionality of the structure or its appurtenant facilities or
6 affect the District's operations or maintenance activities, shall not require prior approval by
7 the District's Manager.

8 15. Except as provided in Article 9, the County acknowledges and recognizes
9 that the District must maintain a functioning canal system for delivery of irrigation water to
10 its clients, and the County promises and agrees that in the course of construction,
11 operation, or any subsequent maintenance of said Project, the County shall not
12 unreasonably burden or interfere with the District's ability to move necessary water through
13 its canal system in the vicinity of the work. Nor shall the County place an undue burden or
14 expense on the District's maintenance, repair or reconstruction of its canal facilities; the
15 District acknowledges and agrees that water will be diverted from the project site during
16 construction in accordance with the provisions hereinabove.

17 16. Except as provided in Article 9, in the event that service is interrupted which
18 is both attributable to the acts of the County and results in a consequential loss incurred by
19 clients of the District, then the County shall indemnify and hold the District and its clients
20 harmless of and from any and all liability, loss, damage, expense, demands, actions,
21 causes of action, suits, claims, or judgments of whatsoever kind or nature arising from or
22 related to interference of the District's conveyance and delivery to the District's clients, and
23 the County shall bear the costs to defend the District, its officers, agents or employees and
24 any costs or expenses borne by any insurance plan in which the District is a participant
25 pertaining to these claims.

26 17. Before commencement of CON, the County shall provide insurance
27 certificates to the District demonstrating that the construction contractor for the Project has

1 insurance for its activities related to the Project against claims for injuries to persons or
2 damage to property sufficient to protect the District from claims arising from or related to
3 the County's contractors' or subcontractors' negligence or unreasonable omission to act.
4 Such insurance certificates shall name the District, its officers, agents, and employees as
5 "Additional Insureds" and shall, at a minimum, conform to the coverage requirements
6 contained in "Exhibit C" attached hereto and incorporated herein by this reference;
7 provided, however, the County may at its sole discretion elect to incorporate insurance
8 requirements in the Project specifications which are more stringent than those described in
9 Exhibit C hereto.

10 18. During CON, and prior to issuance of a Notice of Completion of the Project by
11 the County, the District may, at its own discretion and expense, inspect the construction to
12 satisfy itself that the work was performed in accordance with the plans and is complete. If,
13 after inspection, the District determines work was not performed in accordance with the
14 plans and specifications or is otherwise incomplete, District shall advise the County of the
15 deficiency and, at District's Request, County shall require the deficiency be addressed to
16 the District's satisfaction prior to issuance of a Notice of Completion.

17 19. Upon completion of the Project, the District will be responsible for all
18 maintenance and repair of the District's facilities lying within and outside of AREA,
19 including headwalls and trash screens. Upon completion of the Project, the District shall
20 be responsible for installation of trash screens at the upstream headwall of the structure
21 under a separate contract administered and paid for by the District.

22 20. Upon completion of the Project, the County will be responsible for all
23 maintenance and repair of the County's facilities lying within AREA including the Culvert
24 and traffic- and safety- related appurtenances except as otherwise specified in Article 19.
25 The County shall modify and repair the County's facilities as reasonably necessary to
26 eliminate any restriction of flows within AREA caused by earthquake, subsidence, erosion
27 or deposit of materials or similar causes unless such restriction of flows was caused by

1 actions of, or unreasonable omission to act by, the District.

2 21. Following completion of the Project, the District or its contractor shall apply
3 for the County encroachment permit and pay the associated fees for any work by the
4 District within AREA which may or will cause conflicts with vehicular traffic. Maintenance
5 by the District within AREA shall not require application for the County encroachment
6 permit unless such maintenance is to be conducted in a fashion that may or will cause
7 conflicts with vehicular traffic.

8 22. The District shall waive all associated fees for permits, plan checks and
9 inspections for the Project.

10 23. Both parties agree to share equally the local match arising from the federal
11 funding participating costs. Each party agrees to pay its share of the Project costs in
12 accordance with the terms of this Agreement. The District requested incorporation of a
13 support platform for debris collection, which added 30 feet of additional Culvert length into
14 the project. It is assumed that the cost of the additional Culvert length is reimbursable by
15 HBP. However, parties agree that the District shall be solely responsible for the cost of the
16 additional Culvert length in the event that the additional cost is later declared a non-
17 participating cost by HBP. In such event, the costs associated with the additional Culvert
18 length shall then be segregated from the participating cost, for sole financing thereof by the
19 District.

20 24. A preliminary CON cost estimate is attached hereto as "Exhibit D" and is
21 incorporated herein by reference. In addition, a preliminary estimate summary, federal
22 funding availability, the County and the District cost shares are included in "Exhibit E"
23 attached hereto and incorporated herein by reference. It is acknowledged by the Parties
24 hereto that the cost representations are preliminary estimates, subject to change, and are
25 made for reference only. The preliminary estimate does not reflect the exact quantities,
26 nor does it necessarily show each and every bid item that will be incorporated in the final
27 bid documents for the Project, or the final sum of federal funding availability.

1 25. In the event that the low bid for the Project does not exceed the estimated
2 contract cost, including contingency, by more than ten percent (10%), the project shall be
3 recommended to the Fresno County Board of Supervisors for award. In the event that the
4 low bid for the Project exceeds the estimated contract cost, including contingency, by more
5 than ten percent (10%) then no contract for the Project shall be recommended to the
6 Fresno County Board of Supervisors for award, except upon the written concurrence of the
7 District's Manager and the County's Director of the Department of Public Works and
8 Planning.

9 26. Upon award of a construction contract for the Project, the District shall
10 promptly pay the County, upon receipt of an invoice therefor, an amount equal to ninety
11 percent (90%) of the total estimated cost of the District's share of the Project costs,
12 including contract construction costs, PE costs, RW costs and CE costs.

13 27. Upon completion of construction and acceptance thereof, the actual contract
14 construction costs shall be used to determine the total Project cost. For the purposes of
15 this Agreement, actual contract construction costs shall be the total amount paid to the
16 contractor at the completion and acceptance of the Project by both parties.

17 28. After the County's filing of the Notice of Completion for the Project, the
18 County shall invoice the District for the balance of the District's share of the actual Project
19 costs. Within thirty (30) days of receipt of invoice, the District shall promptly pay to the
20 County, the invoiced amount. In the event that the total amount paid by the District
21 pursuant to the provisions of Article 26 is greater than the District's share of actual Project
22 costs, the County shall promptly reimburse to the District the amount paid in excess of its
23 share of actual costs.

24 29. The County shall indemnify, defend, and hold harmless the District and its
25 officers, employees, and agents from and against any and all liability, loss, damage,
26 expense, costs (including without limitation costs and fees of litigation including attorney's
27 fees and expert witness costs) of every nature arising out of, or in connection with the
County's or its agents' contractors' or subcontractors' performance of work hereunder or

1 its omissions or failure to comply with any of its obligations contained in this Agreement,
2 except such loss or damage which is caused by the sole negligence or willful misconduct of
3 the District.

4 30. The District shall indemnify and defend the County and hold it, its Board of
5 Supervisors, other boards, commissions, officers, employees, agents, consultants,
6 authorized volunteers, and independent contractors, free and harmless from and against
7 any and all claims, lawsuits, judgment, costs, expenses and attorney's fees for injury to
8 persons, damage to property, or other damages, to the extent arising from the sole
9 negligence or willful misconduct of the District in the performance of this AGREEMENT or
10 the performance of the operation and maintenance of the District's canal facilities.

11 31. Without limiting the indemnification of each Party as stated hereinabove in
12 Articles 16, 29 and 30, it is understood and agreed that the County and the District shall
13 maintain, at their sole expense, insurance policies or self-insurance programs including,
14 but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to
15 fund their respective liabilities throughout the term of this Agreement. Coverage shall be
16 provided for comprehensive general liability, automobile liability, professional liability, and
17 workers' compensation. The provisions in this section are in addition to and not in lieu of
18 the provisions of Article 17, hereinabove.

19 32. This Agreement is not intended by the Parties, and accordingly shall not be
20 construed, to create the relationship of principal-agent, master-servant, employer-
21 employee, partnership, joint venture or association between the District and the County;
22 and each of the Parties hereby affirms and acknowledges that neither party is an officer of
23 the other. Each of the Parties, and its respective officers, agents, and employees, shall act
24 in an independent capacity in its dealings with the other party in the performance of its
25 duties and obligations under this Agreement.

26 33. This Agreement shall be governed by the laws of the State of California.

27 34. Neither party shall assign, transfer or sub-contract this Agreement nor any of
its respective rights or duties without the express written consent of the other party.

1 35. The provisions of this Agreement are severable. The invalidity or
2 unenforceability of any provision shall not affect the other provisions.

3 36. This Agreement may be modified only by written instrument executed by duly
4 authorized representatives of both the County and the District. Any such modification shall
5 require a formal written amendment hereto.

6 37. This Agreement shall be effective as of the date first set forth hereinabove,
7 and it shall remain in effect in perpetuity as it relates to the AREA, and for a period of three
8 years as it relates to joint financing and implementation of the Project; and it shall terminate
9 at the completion of the Project only as it relates to the TCP.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first herein above written.

3
4 CENTRAL CALIFORNIA IRRIGATION
DISTRICT

COUNTY OF FRESNO

5
6 BY: 
7 JAMES O'BANTON, PRESIDENT

BY: _____
SAL QUINTERO, CHAIRMAN
BOARD OF SUPERVISORS

8
9 REVIEWED AND RECOMMENDED FOR
APPROVAL

10
11 BY: 
12 MARIANNE MARTIN, SECRETARY

BY: SIGNED ELECTRONICALLY
STEVEN E. WHITE, DIRECTOR,
DEPARTMENT OF PUBLIC WORKS AND
PLANNING

13
14 APPROVED AS TO LEGAL FORM
15 DANIEL C. CEDERBORG, COUNTY
COUNSEL

16
17 BY: SIGNED ELECTRONICALLY
DEPUTY

18
19 APPROVED AS TO ACCOUNTING FORM

20
21 BY: SIGNED ELECTRONICALLY
OSCAR J. GARCIA, C.P.A.
22 AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

23 **ATTEST:**
24 BERNICE E. SEIDEL
CLERK TO THE BOARD OF
25 SUPERVISORS

26 BY: _____
DEPUTY

27
Fund/Subclass/Org/Account: 0010/1100/4510/7370

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced,

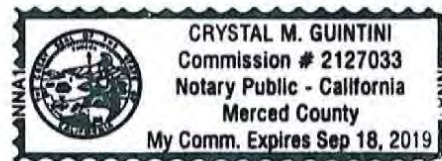
On 2/14/2018 before me, Crystal M. Guintini, Notary Public
(inset name and title of the officer)

personally appeared James O'Banion, Board President, and Marianne Martin, Secretary-Controller who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and current.

WITNESS my hand and official seal.

Signature Crystal M. Guintini (SEAL)



1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first herein above written.

3
4 CENTRAL CALIFORNIA IRRIGATION
5 DISTRICT

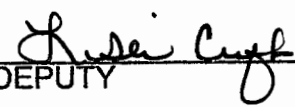
COUNTY OF FRESNO

6
7 BY: _____
8 JAMES O'BANION, PRESIDENT

BY: 
9 SAL QUINTERO, CHAIRPERSON
10 OF THE BOARD OF SUPERVISORS OF
11 THE COUNTY OF FRESNO

12 BY: _____
13 MARIANNE MARTIN, SECRETARY

14 **ATTEST:**
15 BERNICE E. SEIDEL
16 CLERK OF THE BOARD OF SUPERVISORS
17 COUNTY OF FRESNO,
18 STATE OF CALIFORNIA

19 BY: 
20 DEPUTY

21 Fund/Subclass/Org/Account: 0010/1100/4510/7370
22
23
24
25
26
27

**Outside Canal Bridge
On Russell Avenue**

Exhibit 'A1'

That portion of the Northeast Quarter of Section 9 and the Northwest Quarter of Section 10, Township 12 South, Range 12 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

BEGINNING at a point on the West line of said Section 10, a distance of 4,744.89 feet from the Southwest corner of said Section 10;

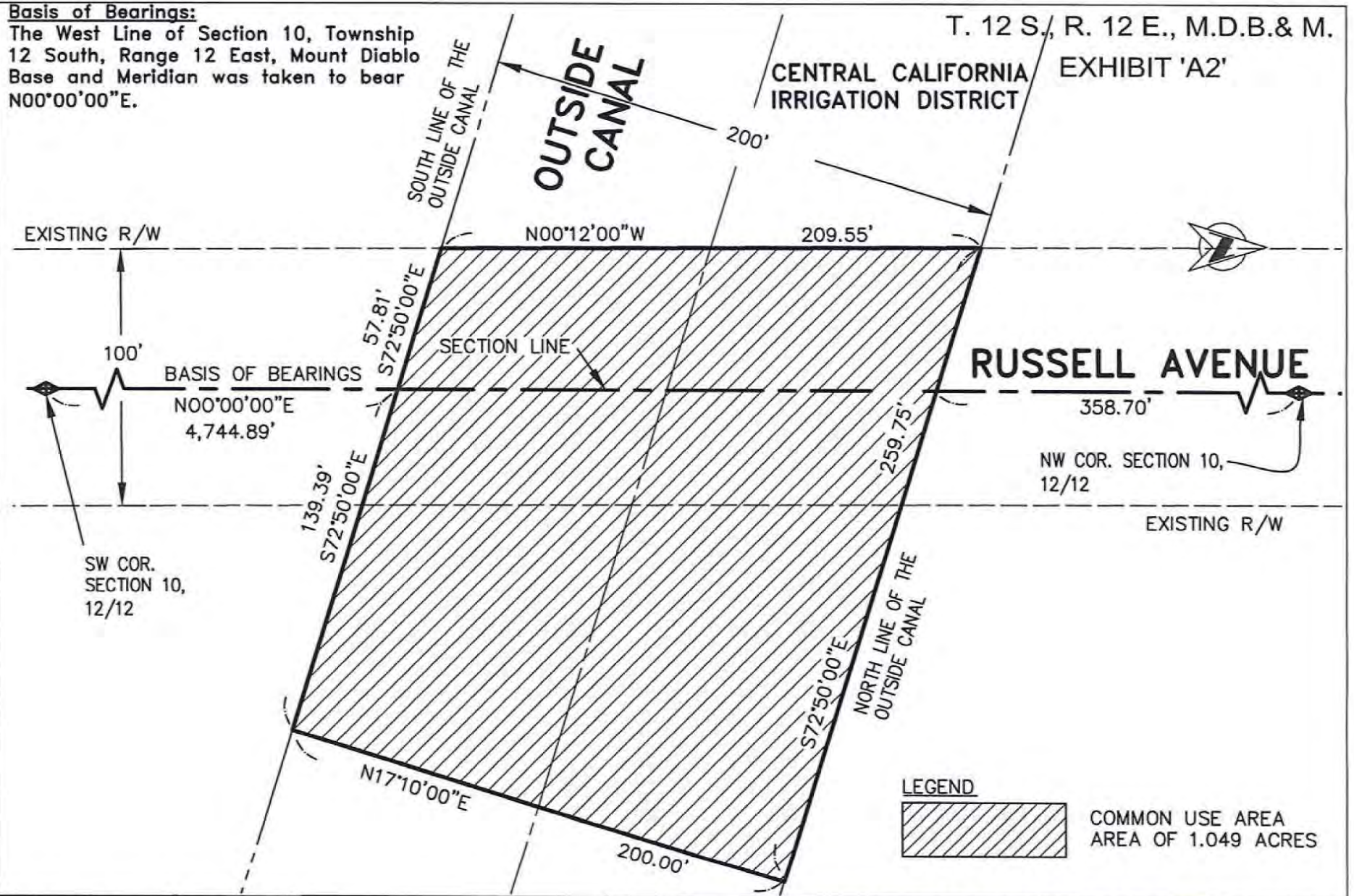
- 1) Thence, along the South line of the Outside Canal, South 72°50'00" East, a distance of 139.39 feet;
- 2) Thence, North 17°10'00" East, a distance of 200.00 feet to the North line of the Outside Canal;
- 3) Thence, Along said North line, North 72°50'00" West, a distance of 259.75 feet to the West Right of Way line of Russell Avenue;
- 4) Thence, along said West Right of Way line, South 00°12'00" East, a distance of 209.55 feet to said South line of the Outside Canal;
- 5) Thence, along said South line, South 72°50'00" East, a distance of 57.81 feet to the POINT OF BEGINNING

Containing 1.049 acres of land, more or less

EXHIBIT A2

Basis of Bearings:

The West Line of Section 10, Township 12 South, Range 12 East, Mount Diablo Base and Meridian was taken to bear N00°00'00"E.



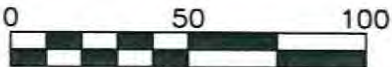
NAME:	DATE:	 (IN FEET)		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DRAWN: GMEDINA	09/22/16			OUTSIDE CANAL BRIDGE	
CHECKED: GMEDINA	09/22/16			ON RUSSELL AVENUE	
REVISION: XX	00/00/00			#NO.	SHEET NO. 1

EXHIBIT B

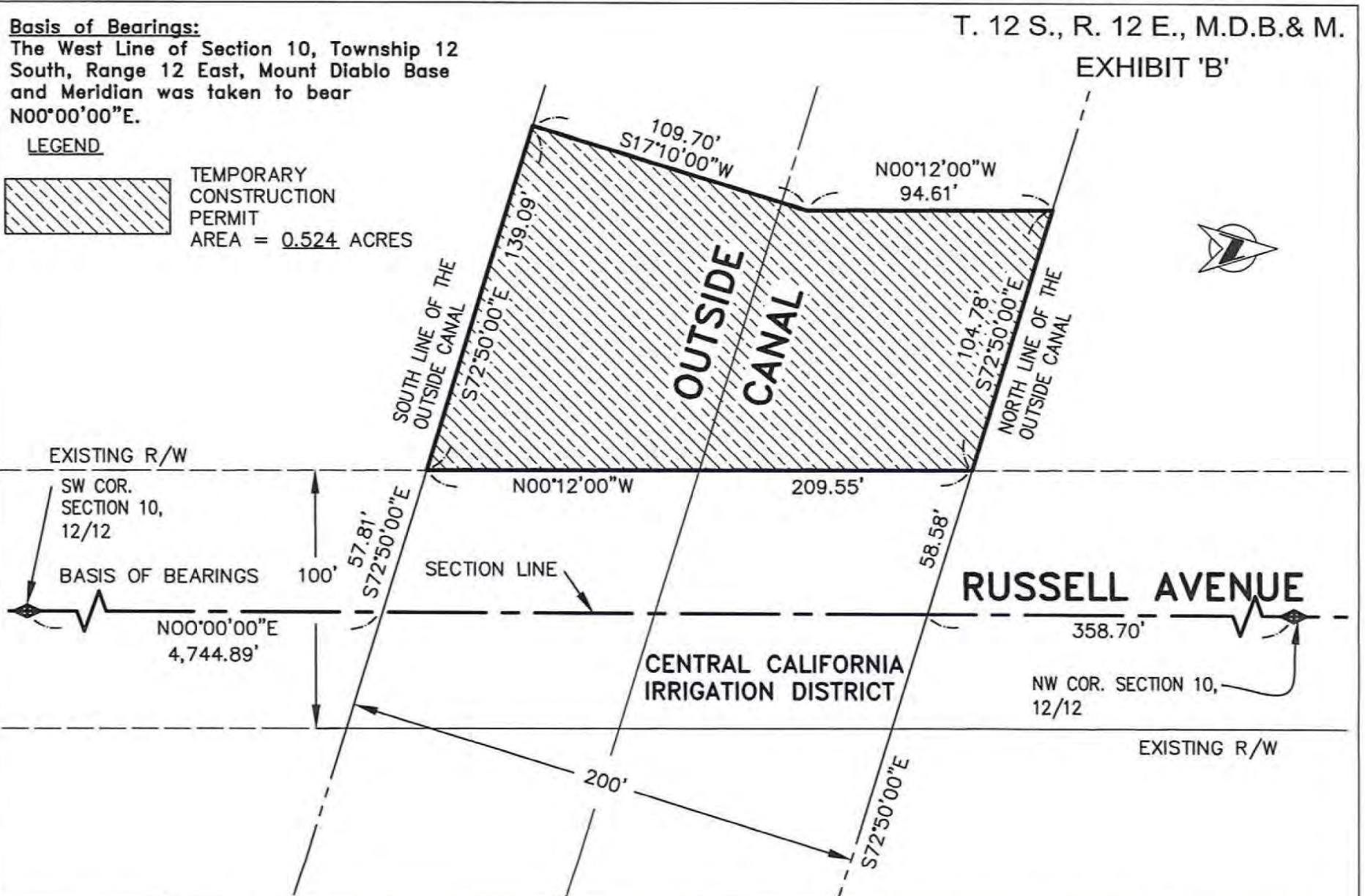
Basis of Bearings:

The West Line of Section 10, Township 12 South, Range 12 East, Mount Diablo Base and Meridian was taken to bear $N00^{\circ}00'00''E$.

LEGEND



TEMPORARY
CONSTRUCTION
PERMIT
AREA = 0.524 ACRES



NAME:	DATE:	 (IN FEET)		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DRAWN: GMEDINA	09/22/16			OUTSIDE CANAL BRIDGE	
CHECKED: GMEDINA	09/22/16			ON RUSSELL AVENUE	
REVISION: XX	00/00/00			#NO.	SHEET NO. 1

EXHIBIT C – INSURANCE REQUIREMENTS

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

Section 1-01 Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work and premises. The Contractor shall be liable for all violations of the law in connection with the contract. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he shall promptly notify the engineer in writing and any necessary changes shall be made by written instruction or change order. If the Contractor or his subcontractors performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the engineer, the Contractor shall bear all costs arising there from.

Section 1-02 Safety & Environmental Protection – The Contractor shall execute and maintain the work and premises so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees and environmental protection of premises, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, Cal/EPA and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit their excavation/trench work safety plan and permit before work begins.

Section 1-03 Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Section 1-03.01 Coverage - Coverage for commercial general liability, and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
2. Insurance Services Office Form CA 0001 (ed 1/87) covering Automobile Liability, Symbol I (any auto)

Section 1-03.02 Limits – The Contract shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.

Section 1-03.03 Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents and volunteers.
2. For any claims related to this agreement, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the District, its directors, officers, employees, agents and volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, agents and volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Such liability insurance shall indemnify the Contractor and his subcontractors against loss from liability imposed by law upon or assumed under contract by, the Contractor or his subcontractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District (see Section 1-03.05), which includes a cross liability clause, and covers bodily injury and property damage liability, owned, and non-owned vehicles and equipment, blanket contractual liability and completed operations liability.

Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. The District, its directors, officers, employees, agents and volunteers shall be named as additional insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 1 – 5 above) and a certificate of insurance (Accord Form 25-S or equivalent), shall be provided to the District.

Section 1-03.04 Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.

Section 1-03.05 Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:V11 or equivalent.

Section 1-04 Workers' Compensation and Employer's Liability Insurance – The Contractor and all subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about construction site, regardless of whether such insurance is mandatory or merely elective under the law, and the Contractor shall defend, protect and save harmless the District, its directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any subcontractor to maintain such insurance. Before beginning work, the Contractor shall furnish to the District satisfactory proof that he has taken out, full compensation insurance for all persons employed directly by the Contractor or through subcontractors in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least \$1,000,000 per accident for bodily injury and disease.

The Contractor shall provide the District with a certificate of Workers' Compensation and Employer's liability insurance coverage.

Section 1-05 Evidences and Cancellation of Insurance – Prior to execution of the contract, the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of

insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment of premiums thereon at any time over the duration of the contract.

Exhibit D

Project: Outside Canal on Russell Avenue
90% Engineers Estimate of Probable Construction Cost

February 2, 2018

<u>Item No.</u>	<u>Caltrans Item Code</u>	<u>Description</u>	<u>S-F</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
Roadway Costs							
1	120090	Project Funding Signs		1	LS	\$2,500.00	\$2,500
2	130100	Construction Site Management		1	LS	\$10,000.00	\$10,000
3	130300	Prepare SWPPP		1	LS	\$5,000.00	\$5,000
4	130200	Water Pollution Control		1	LS	\$10,000.00	\$10,000
5	120100	Traffic Control System		1	LS	\$114,900.00	\$114,900
6	170103	Clearing & Grubbing - General		1	LS	\$25,000.00	\$25,000
Irrigation Canal Modifications							
7	650018	24" RGRCP - Class III		46	LF	\$95.00	\$4,370
8	650026	36" RGRCP - Class IV		213	LF	\$115.00	\$24,500
9		5'x5' Junction Box & Lid		1	LS	\$3,500.00	\$3,500
10	198050	Place & Compact Canal Fill (F)		1 263	CY	\$12.00	\$15,160
11	198010	Imported Borrow		1 494	CY	\$8.00	\$11,960
12	723175	Rock Slope Protection		120	TON	\$25.00	\$3,000
13	729011	RSP Fabric		180	SY	\$6.00	\$1,080
Temporary Detour Roadway							
14	190101	Roadway Excavation	F	1 080	CY	\$90.28	\$97,510
15	190139	Excavation (Soft Spots)		50	CY	\$20.00	\$1,000
16	190151	Drainage Ditch Excavation		37	CY	\$6.00	\$230
17	190101	Temporary Basin Excavation		256	CY	\$6.00	\$1,540
18	198010	Imported Borrow		4 802	CY	\$8.00	\$38,420
19	260203	Aggregate Base		1 505	TON	\$45.00	\$67,730
20	250201	Aggregate Sub Base		2 074	TON	\$35.00	\$72,590
21	390132	Asphalt Concrete (Type A)		1 117	TON	\$85.00	\$94,950
22	394073	Asphalt Concrete Dike (Type A)		107	LF	\$10.00	\$1,070
23	120159	Paint Traffic Stripe		6 146	LF	\$0.75	\$4,610
24	198215	GeoGRID Soil Reinforcing		1 870	SY	\$20.00	\$37,400
25		HDPE Canal Liner		710	SY	\$25.00	\$17,750
26	610400	Temporary Culverts		546	LF	\$71.04	\$38,790
27	130620	Temporary Storm Inlet/Outlet		2	EA	\$2,500.00	\$5,000
28	710255	Relocate ARV & Vault		1	LS	\$5,000.00	\$5,000
29		Remove Detours and Restore OG		1	LS	\$50,000.00	\$50,000
Permanent Roadway							
30	190101	Roadway Excavation	F	1 526	CY	\$39.82	\$60,770
31	190139	Excavation (Soft Spots)		50	CY	\$20.00	\$1,000
32	190151	Drainage Ditch Excavation		471	CY	\$6.00	\$2,830
33	198010	Imported Borrow		3 360	CY	\$8.00	\$26,880
34	220101	Finishing Roadway		1	LS	\$12,800.00	\$12,800
35	260203	Aggregate Base		2 270	TON	\$45.00	\$102,150
36	250201	Aggregate Sub Base		3 201	TON	\$35.00	\$112,040
37	390132	Asphalt Concrete (Type A)		1 448	TON	\$85.00	\$123,080
38	394073	Asphalt Concrete Dike (Type A)		256	LF	\$10.40	\$2,670
39	394074	Asphalt Concrete Dike (Type C)		253	LF	\$8.00	\$2,030
40	394090	Constructing Drive Approaches		297	SY	\$20.00	\$5,940
41	691900	Overside Drains		4	EA	\$1,500.00	\$6,000
42	691902	Flume Downdrains		76	LF	\$6.00	\$460
43	780230	Survey Monument (Type D)		1	EA	\$750.00	\$750
44	839584	Crash Cushion (TAU-II)		2	EA	\$35,000.00	\$70,000
45	840660	Paint Traffic Stripe		5 676	LF	\$0.70	\$3,980
Outside Canal Modifications							
46	194001	Canal Excavation		47	CY	\$40.00	\$1,880
47	198050	Place & Compact Canal Fill		653	CY	\$12.00	\$7,840
48	198010	Imported Borrow		737	CY	\$8.00	\$5,900
49	723175	Rock Slope Protection		600	TON	\$25.00	\$15,000
50	729011	RSP Fabric		957	SY	\$6.00	\$5,750

CORNERSTONE



Temp. Over-Burden & Drainage

51	198050	Place & Compact Canal Fill	6 148	CY	\$12.00	\$73,780
52	198010	Imported Borrow	7 377	CY	\$8.00	\$59,020
53	685200	Drainage Wick	38 800	LF	\$5.00	\$194,000
54	681132	Geocomposite Drainage Blanket	1 116	SY	\$20.00	\$22,320
55	198215	GeoGRID Soil Reinforcing	2 180	SY	\$10.00	\$21,800
56	740500	Temp. Pump, Sump, & Discharge	1	LS	\$7,500.00	\$7,500

Structure Costs

57	157550	Bridge Removal	F	1	LS	\$50,000.00	\$50,000
58	192037	Structure Excavation (Retaining Wall)		1 370	CY	\$60.00	\$82,200
59	193013	Structure Backfill (Retaining Wall)		1 300	CY	\$70.00	\$91,000
60	510060	Structural Concrete, Retaining Wall		270	CY	\$650.00	\$175,500
61	510090	Structural Concrete, Box Culvert		265	CY	\$900.00	\$238,500
62	520103	Bar Reinforcing Steel (Retaining Wall)	F	29 300	LB	\$1.50	\$43,950
63	520107	Bar Reinforcing Steel (Box Culvert)	F	65 800	LB	\$1.50	\$98,700
64	839704	Concrete Barrier (Type 60D)		138	LF	\$100.00	\$13,800
65	19XXXX	Controlled Low Strength Material		720	CY	\$300.00	\$216,000
66	510094	Structural Concrete, Invert		160	CY	\$900.00	\$144,000
67	52XXXX	Bar Reinforcing Steel (Invert)	F	14 100	LB	\$1.50	\$21,150

Mobilization (10%) \$320,837

Subtotal Contract Items \$3,208,367

Contingencies (15%) \$481,255.05

Construction Contract Total \$3,689,622

For Budget Purposes Say \$3,690,000

Construction Engineering/Inspection at 15% \$482,000

Total CON \$4,172,000

EXHIBIT "E"
FRESNO COUNTY DEPARTMENT OF PUBLIC WORKS AND PLANNING
PROJECT COST ESTIMATE FOR OUTSIDE CANAL BRIDGE ON RUSSELL AVENUE

SUMMARY ESTIMATES

EST. CON COST	\$3,716,000
EST. PE COST	\$901,754
EST. RW COST	\$140,000
EST. CE COST	\$484,000
TOTAL PROJECT COST	\$5,241,754

COST SHARING BETWEEN COUNTY AND CCID

PHASE	EST. COST	AVAILABLE FED FUND	LOCAL MATCH(EST- FED)	COUNTY %	EST. COUNTY SHARE	CCID %	EST.CCID SHARE
PE	\$901,754	\$548,886	\$352,868	50.0%	\$176,434	50.0%	\$176,434
RW	\$140,000	\$123,942	\$16,058	50.0%	\$8,029	50.0%	\$8,029
TOTAL CON (FTIP)	\$4,200,000	FED(88.53%)	Local (11.47%)				
CE (15%)	\$484,000	\$428,485	\$55,515	50.0%	\$27,757	50.0%	\$27,757
NET CON	\$3,716,000	\$3,289,775	\$426,225	50.0%	\$213,113	50.0%	\$213,113
TOTAL		\$4,391,088	\$850,666		\$425,333		\$425,333