

12) **Public Works Agreement with Elliott Drilling Services, Inc. for the Site Grading of the New City Hall Project (CIP Project #Z20006)**

Approve and authorize the City Manager to execute a public works agreement with Elliott Drilling Services, Inc. in an amount not to exceed \$398,500.00 for the site grading of the new City Hall Project (CIP Project #Z20006) in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not exceeding a 10% contingency of \$39,850.00 for construction uncertainties and adjustments.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Shannon Buckley, Assistant City Manager

Date: January 9, 2024

Subject: Public Works Agreement with Elliott Drilling Services, Inc. for the Site Grading of the New City Hall Project (CIP Project #Z20006)

Recommendation

Approve and authorize the City Manager to execute a public works agreement with Elliott Drilling Services, Inc. in an amount not to exceed \$398,500.00 for the site grading of the new City Hall Project (CIP Project #Z20006) in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not exceeding a 10% contingency of \$39,850.00 for construction uncertainties and adjustments.

Background

On October 10, 2023, the City Council awarded a demolition agreement for the five buildings on the new City Hall site. The City Council also awarded a grading site development agreement on November 14, 2023. On December 15, 2023, the demolition of the five buildings was completed, and the grading immediately began after that. During the demolition and initial site development excavation, city construction management staff discovered that the wall of the building adjacent to the existing City Hall building shared an underground structural footing. Essentially, this footing supported both buildings and cannot be separated without shoring support. Half this footing must be removed from the building site to accommodate the new underground structural support. Failing to prevent the adjacent soil from collapsing into the excavated area would impair the existing City Hall's structural integrity and create an unsafe work area within the new City Hall site.

Discussion

Given this potentially imminent hazardous situation and the need for a highly specialized contractor that could act quickly, a time-consuming bid process was deemed adverse to the City's public safety concerns. City staff immediately sought input from a contractor with significant experience and the workforce to take immediate remedial steps. Unfortunately, sufficient room around the perimeter of the building footprint does not exist, so conventional benching and sloping are not suitable solutions. The property limit setbacks are very narrow.

To fortify the existing City Hall building wall adjacent to the new City Hall and to create a safe, deep foundation work area, an expedited shoring design has been engineered. Shoring must be established in conjunction with excavation operations to maintain work progress safely.

Elliott Drilling Services Inc. has completed a work order and proposal to design and construct the shoring. This design/construct shoring plan will ensure the structural integrity of the existing City Hall building and provide safety elements throughout the site development, where excavation of new footings will reach depths of up to 13+ feet in restrictive areas around the site perimeter.

The deliverables in this agreement will include the following significant elements designed to ensure the continued structural integrity of the existing City Hall and provide for a safe work area for the new City Hall construction:

- Design Temporary cantilevered shoring and backside of beam lagging inside p/l for beams #1-#30.
- Furnish and install 472LF of 5ft-14ft max support beam and lagged temporary shoring for over-ex. Lagging placed on p/l. for beams#1-#46.
- Drill all soldier pile locations with proper drill rig access supplied by others. Elliott will confirm access and approach w/ the general contractor.
- Drill all soldier pile shafts.
- Furnish and install steel soldier piles into drilled shafts.
- Furnish and install lean and structural concrete into drilled shafts.
- Stockpile drilled and lagging spoils adjacent to each work area for removal by others.
- Furnish and install timber lagging (3") along p/l to the bottom of over-ex elevations and compact soils behind lagging.
- Trim beam tops to 24" below grade.
- OSHA Notification.
- Dig Alert Notification.
- Prevailing wages.

Environmental Consideration

Approval of the agreement for grading is in furtherance of implementing the City Hall project approved by the City Council on May 10, 2022. Additionally, there is no substantial change to the project's new circumstances under which the project will be developed. Accordingly, no further environmental review is required.

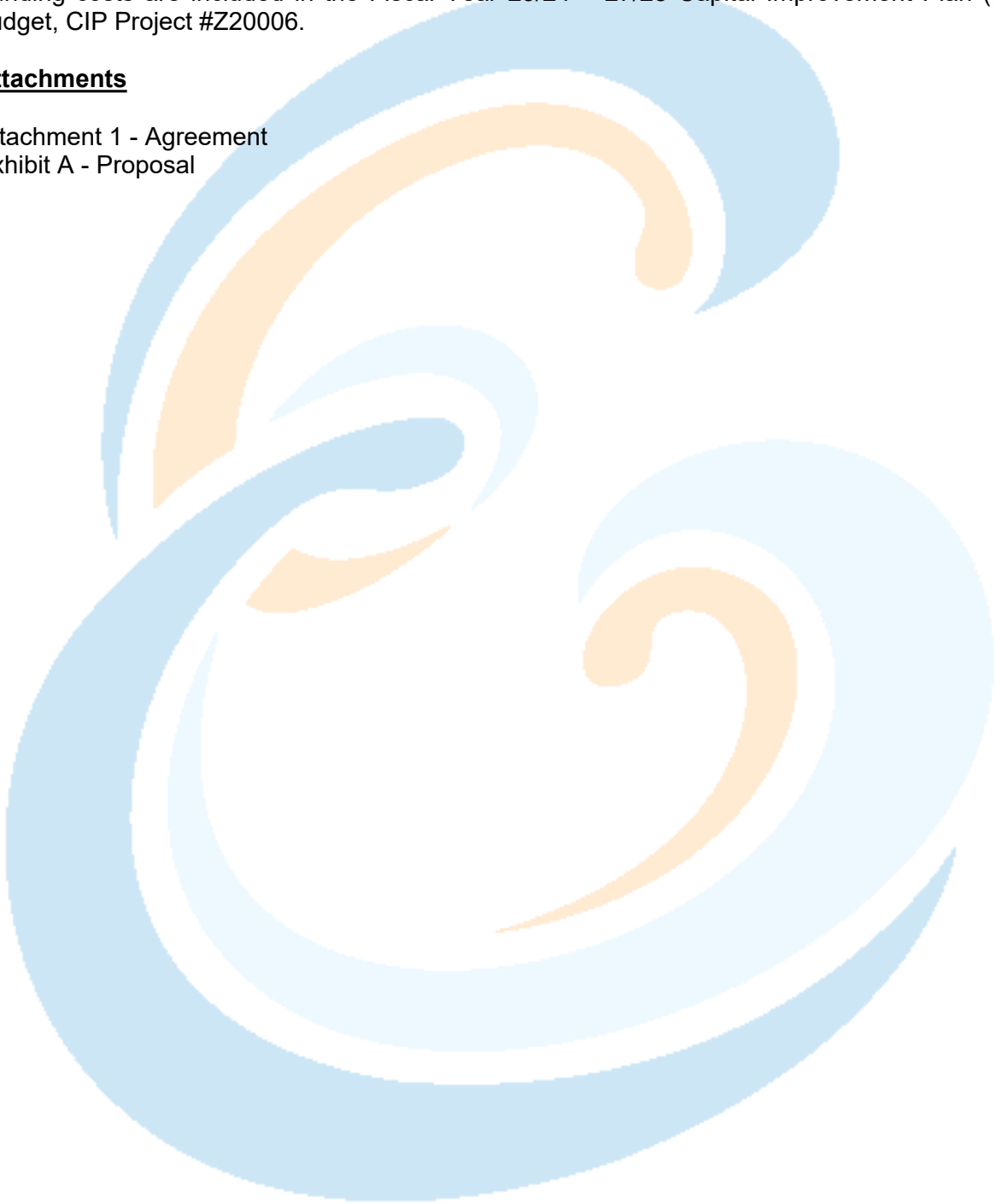
City Hall Site Grading Agreement

Fiscal Impact

Funding costs are included in the Fiscal Year 23/24 – 27/28 Capital Improvement Plan (CIP) budget, CIP Project #Z20006.

Attachments

Attachment 1 - Agreement
Exhibit A - Proposal



AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

Elliott Drilling Services, Inc.

For the

City Hall Shoring

CIP PROJECT NO. Z20006

This Agreement for Public Works Construction ("Agreement") is made and entered into as of January 9, 2024 by and between the City of Lake Elsinore, a municipal corporation ("City") and Elliott Drilling Services, Inc ("Contractor").

The City and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements ("work") identified as:

The Contractors Proposal (the "Project")

The City-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by Staff, are identified as:

City Hall Shoring

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder's Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder's Proposal, such contract price being three hundred ninety eight thousand five hundred dollars and cents (\$398,500.00).

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform and complete all work within **45** working days from the date of commencement specified in the Notice to Proceed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$500** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. City and Contractor agree that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim against the City nor be the basis for a liquidated damage claim against the Contractor.

Any change to the work shall be by way of a written instrument ("change order") signed by the City and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The City Engineer is authorized to sign any change order provided that sufficient contingency funds are available in the City's approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project Documents. City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one-hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the City Attorney.

6. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

7. Licenses. Contractor represents and warrants to City that it holds the contractor's license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, the County and Board Supervisors, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to

property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. Commercial General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

v. Professional Liability Coverage Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general commercial liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of

performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
 Attn: City Manager
 130 South Main Street
 Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
 Attn: City Clerk
 130 South Main Street
 Lake Elsinore, CA 92530

If to Contractor: Elliott Drilling Services, Inc
 Attn: Mark Elliott
 1342 Barham Drive
 San Marcos, CA 92078

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

12. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

13. Assignment and Subcontracting. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

14. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

15. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

17. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The City Engineer shall act as the Project administrator on behalf of the City.

20. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

23. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

Elliot Drilling Services Inc.

City Manager

By: Mark Elliott

Its: Owner

ATTEST:

City Clerk

By: [Click or tap here to enter text.](#)

APPROVED AS TO FORM:

Its: [Click or tap here to enter text.](#)

City Attorney

Director of Administrative Services

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]



Elliott Drilling Services, Inc.

Contractors Business License # 651251

SHORING QUOTATION

Date: 11/30/23

Project name: **Temporary Shoring-130 South Main St**

Project location: Lake Elsinore, Ca

General Contractor*: **The City of Lake Elsinore -*developer**

Phone: 951-764-2417

Attn: **Gus Papagos**

Email:

We are pleased to offer the following proposal to perform the work described below per preliminary plans and specifications by Miyamoto and STK Architecture for the following prices:

Item No.	Description	Units	Quantity	Extension
1	Design Temporary cantilevered shoring per conceptual layout (see sketch),but backside of beam lagging inside p/l for beams #1-#30	1	4430	\$9,400.00
2	Mobilization			\$7,200.00
3	Furnish and install 472LF of 5ft-14ft max support beam and lagged temporary shoring for over-ex. Lagging placed on p/l. for beams#1-#46	Sq ft	4430	\$381,900.00
4				
5				
6				

TOTAL QUOTATION: \$398,500.00

Alternates:

Item No.	Description	Units	Quantity	Extension
1	ALT Deduct-Pay invoices within 10 days			(\$3,200.00)
2	Return to cut out inside beam flanges			\$9,600.00
3				
4				

Included in this proposal:

Furnish Temporary Shoring engineering and plans to the City of Lake Elsinore for permits and approvals

- Drill all soldier pile locations with proper drill rig access supplied by others. Elliott to confirm access and approach w/ the City of Lake Elsinore.
- Drill all soldier pile shafts
- Furnish and install steel soldier piles into drilled shafts.
- Furnish and install lean and structural concrete into drilled shafts
- Stockpile drilled spoils and lagging spoils adjacent to each work area for removal by others.
- Furnish and install timber lagging (3") along p/l to bottom of over-ex elevations and compact soils behind lagging.
- Trim beam tops to 24" below grade.
- OSHA Notification
- Dig Alert Notification.
- Prevailing, Non- union wages.
- Keep Chance and the City of Lake Elsinore happy.

1. Exclusions

Unless otherwise stated in the accompanying proposal, the following items of work are excluded from Elliott Drilling Services, Inc. scope of work:

- Removal of man-made or placed below grade obstructions of any kind such as footings and foundations or utilities.
- Temporary shoring design recommendations .
- **Drilling of rock.**
- Baseline surveying along shored areas with monitoring per the completed shoring plan. Costs for as-built plans.
- All surface water runoff control measures and systems in place such that the installed shoring system and slopes remain unaffected.
- All permit costs (other than OSHA)
- All soils recommendations for permanent shoring wall design.
- Encroachment fees and costs.
- Removal of installed materials provided by Elliott Drilling Services, Inc. except when the installation method has been proven to be defective or sub-standard.
- Overtime labor required by the Owner and or General Contractor
- Premium charged for any payment or performance bond that may be required from Elliott Drilling Services, Inc.
- Costs of repairing damage arising from the vibration, weight, access and egress of Elliott Drilling Services, Inc. equipment or materials.
- Costs of more than one mobilization at the site, if Elliott Drilling Services, Inc. work is interrupted, suspended or delayed by causes outside of its control.
- Costs related to revised engineering, plan alterations either in scope or nature of work being provided by Elliott Drilling Services, Inc. as a result of changes in site conditions or from, geotechnical discovery, hazardous material discovery, weather or off-site activities, as may occur during the course of work in excavating drilled shafts.

2. General Contractor (The City of Lake Elsinore) Coordination and Support

Throughout the project the General Contractor shall be responsible for providing Elliott Drilling Services, Inc. with each of the following items and services:

- Coordinating all work of the other contractors and suppliers so as not to hinder, interfere with or delay Elliott Drilling Services, Inc. work.
- All required field engineering, surveying and layout, including clearly marked center lines, center points, grades, offset stakes, and elevations at each hole location and maintenance of same.

- Notify Dig Alert and have all utilities, services, conduits, fiber optic cables, pipelines, etc. marked out both on site and on any adjacent property where work will encroach to maintain such markings.
- All required soil, concrete and materials testing, pile testing if required, inspection and or system monitoring, permits including all SWPPP requirements, licenses, surveying, easement, permissions to encroach, reports, as-built drawings, notices to government agencies.
- Increased costs for steel, concrete and lumber 30 days after the proposal date.
- Suitable areas on or adjacent to the site for Elliott Drilling Services, Inc. Office trailer, storage bin, fabrication and staging and storage of materials, parking spaces for Elliott Drilling Services, Inc. employees.
- Protection, location, relocation, removal, rerouting and or repair of all pavement, sidewalks, conduits, wires, fiber optic devices, pipelines and other utilities, weather underground at grade or overhead, in the project area and adjacent property, as required to prevent interference with or compromise safety of Elliott Drilling Services, Inc. work.
- Continuous removal and disposal of all spoils and waste materials, debris, excess concrete, produced during the course of Elliott Drilling Services, Inc. work, so as not to interfere with or compromise the progress or, the safety of Elliott Drilling Services, Inc. employees and their work.
- **Site de-watering**, if required, before, during and after Elliott Drilling Services, Inc. work so as to prevent hydrostatic head and sand piping that might interfere with the progress of work and compromise site safety.
- Site water run-off, storm water management, siltation, and drainage
- Sumps, holding tanks, or silting basins and the regular cleaning thereof as may be reasonably required to pump drilling fluids from shafts during the course of Elliott Drilling Services, Inc. work.
- Reasonable traffic control and protection, including all labor (Flag persons, flashers, traffic control devices etc.) and equipment, street cleaning, barricades, fences, handrails and traffic diversion as required.
- **Construction Water**, lighting, telephone service, sanitary facilities and electrical power shall be provided within two hundred feet of the work location in such quantity and quality as required by Elliott Drilling Services, Inc.

3. Access

Throughout the project, the General Contractor shall be responsible for providing reasonable and safe access by which concrete trucks, cranes, drill rigs, and other construction related equipment and vehicles can move under their own power to and from each location without limitation where Elliott Drilling Services, Inc. is required to work.

4. Scheduling

General Contractor and Elliott Drilling Services, Inc. shall adhere to a mutually agreed upon schedule.

A work day shall consist of eight consecutive hours between 7:00 am and 5:00pm and a work week shall consist of Monday thru Friday excluding holidays.

5. Excavation

The General Contractor shall be responsible for coordination of mass excavation, drilled shaft spoils removal, lagging spoils removal, and shall prevent unsafe over excavation of un-shored or under supported wall faces. Elliott Drilling Services, Inc. assumes no responsibility for stability or maintenance of the excavation or for the backfilling of over-excavation caused by others. Mass excavation and trimming of material to the face of the soldier piles or to the face of lagging, will be done by others so as not to interfere with the progress or safety of Elliott Drilling Services, Inc. work and personnel. Excavation for the purpose of lagging installation shall not exceed five (5ft.) lifts of open face. When existing footings are to be underpinned, sequential excavations to the bottom of the existing foundation is to be done by others at no cost to Elliott Drilling Services, Inc.

6. Shoring and Underpinning and Tiebacks

Horizontal tolerances for excavation support systems shall be +/- 2 inches of the wall alignment unless specified under special conditions. Unless permanent tiebacks are required shoring tie backs are temporary. Removal of materials once installed is excluded unless such work is covered by a specific bid item. It is further the responsibility of the General Contractor to obtain permissions, license, and all permits and to contact all governing authorities and agencies where tieback encroachments pass through other properties public or private, under right of ways etc. and to have all utilities, pipelines, fiber optic conduits and any below ground structure clearly marked out or potholed prior to the drilling or installation of tieback structures, underpinning or other installation provide by Elliott Drilling Services, Inc..

7. Time Delays

Elliott Drilling Services, Inc. shall not be responsible for time delays, and their associated costs, outside of its control. Including but not limited to weather, refusal obstructions, ground water or excessive seepage, delays resulting from work of others, discovery of undocumented or unreported utilities, hazardous materials, archeological discovery, access restrictions or unsafe sub-grade conditions.

8. Hazardous Materials

Elliott Drilling Services, Inc. shall not be required to remove, transport or dispose of hazardous materials, substances or contaminated materials. The General Contractor shall disclose in writing all hazardous and contaminated materials at the project site of which it is aware and that can be obtained from the owner or the owners agents. The General Contractor shall provide all necessary governing agencies permits, notifications, licenses and be responsible for all costs related to these. The General Contractor and or the owner or the owner's agents shall furnish all tests, inspections and notices required by law.

9. Concrete (by Elliott)

10. Acceptance of Work and Payment

General Contractor shall promptly inspect and accept or reject each drilled shaft after it is complete, including installation of concrete and each lift of lagging as its installation is complete. Changes made after that acceptance will be compensable to Elliott Drilling Services, Inc. In lieu of General Contractors signature as proof of acceptance it shall be generally accepted that the job site supervisor shall have accepted the work unless specifically brought to the attention of Elliott Drilling Services, Inc. personnel at the time of work, rejection of work following installation of lagging shall also be considered compensable to Elliott Drilling Services, Inc. No work by others shall be charged back to Elliott Drilling Services, Inc. unless such chargeback is approved in writing by Elliott Drilling Services, Inc. prior to the commencement of the work. If an equitable price cannot be agreed upon for services to which Elliott Drilling Services, Inc. is entitled, the fee shall be calculated as cost plus 20% for overhead.

11. Payment

During the course of work progress payments shall be made monthly. These payments shall include reimbursements for costs of all labor, management, and materials as well as all subcontracted work performed by others. All invoices for materials that have been purchased and or satisfactorily fabricated, even if they have as yet not been installed shall be due monthly. Retentions, if withheld, shall be no more that 5% (per California Public Contract Code Section 7201) of the original contract amount exclusive of change orders. All additional work outside the scope of the original contract shall be considered separate from the original contract and billed at time and materials rates which are not subject to retention. All invoices with the exception of the final invoice are due net thirty days from the date of the invoice. Full and complete final payment for all contracted services, change orders and retentions is due sixty days from completion and acceptance of Elliott Drilling Services, Inc. originally contracted work.

12. Limitations on Damages

Elliott Drilling Services, Inc. shall under no circumstances be liable to the owner and or the General Contractor or any agents, employees, contractors, consultants of the owner and or General Contractor for any indirect, consequential, or exemplary damages.

13. Differing Site Conditions

Notwithstanding any other provision in any contract documents, Elliott Drilling Services, Inc. shall be entitled to an equitable adjustment to its contracted compensation and schedule whenever its work is adversely affected by encountering any latent condition at the project site that differs from conditions indicated by the contract documents, soils report and boring logs furnished to Elliott Drilling Services, Inc. at the time of bid or ordinarily encountered and generally recognized as inherent in work of the character provided in the contract.

14. Indemnity

Elliott Drilling Services, Inc. shall indemnify, but not defend, the owner and or General Contractor with respect to any claim that arises directly from the negligence or intentional fault, if any, of Elliott Drilling Services, Inc. in the performance of its work hereunder, but the extent of such indemnity shall be limited to Elliott Drilling Services, Inc. portion of the total fault causing the loss on which the claim was based. Elliott Drilling Services, Inc. shall have no other responsibility to defend, pay for, or indemnify the owner and or the General Contractor or its agents with respect to claims arising from or related to Elliott Drilling Services, Inc. work hereafter.

15. Insurance

Elliott Drilling Services, Inc. shall maintain in place, throughout the performance of its work hereunder, worker's compensation coverage as required by the law, and commercial general liability insurance, for bodily injury and property damage coverage (without exclusion for explosion, collapse and underground loss), with a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Excess liability coverage with a limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate shall also be maintained. Coverage and endorsements for additional insured parties shall be limited to Elliott Drilling Services, Inc. portion of the total fault causing the loss on which the claim was based. Should additional limits of coverage be required the fee shall be the additional policy costs plus 20% for overhead and administration.

If the project is considered residential construction (single family, condominiums, or multiple unit) and other than apartments, then the General Contractor shall supply Elliott Drilling Services, Inc. with an OCIP Policy: a general liability policy naming Elliott Drilling Services, Inc. as insured to the minimum limits of \$2,000,000.00 per occurrence and \$3,000,000.00 aggregate or to greater limits as required by the project documents. Owner Controlled Insurance Policies (OCIP) that are required for residential construction as listed above shall not have a deductible greater than \$10,000 or the General Contractor shall be financially responsible for any differences between \$10,000 and whatever the deductible is.

16. Amendment

These general conditions shall not be nullified or suspended except by a subsequent document signed by an authorized Elliott Drilling Services, Inc. representative.

17. Disputes

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association, any judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of, or relates to, this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its construction industry mediation rules before resorting to arbitration, litigation, or some other dispute resolution technique. Elliott Drilling Services, Inc. shall be entitled to recover damages in addition to costs otherwise allowed, all reasonable attorney's fees, expert witness fees, and other expenses incurred in the pursuit of Elliott Drilling Services, Inc. right to payment or other benefits under this contract, irrespective of whether such enforcement is accomplished through the filing of an action at law, the prosecution of arbitration proceeding or otherwise.

18. Precedence

These conditions shall be attached to and become part of the contract and shall take precedence over any conflicting provisions.

19. Expiration

Unless specified otherwise this bid quotation shall not remain in effect after thirty (30) days from bid date, unless accepted in writing by contract.

20. Project specific agreements

We assumed shoring load values for this proposal. Active pressure-45Pcf, passive pressure :260 pcf and building load at rest-65 pcf.
If recommendations by the project soils engineer are greater we would have an RFCO increase .

Elliott Drilling Services, Inc.

Signature:_____

Name: Mark Elliott_____

Title: President_____

Date: _____

Contractor’s License # 651251A

General Contractor: The City of Lake Elsinore-developer

Signature:_____

Name: _____

Title: _____

Date: _____

Contractor’s License #_____