

**ADDENDUM: "Kings River Raw Water Pipeline from City of Fresno Southeast Surface Water Treatment Facility to Fresno Canal."**

Road Encroachment Permit No. 16-100498

**Addendum:**

1. The City of Fresno hereby agrees to pay \$2,000.00 per calendar day for each day, cumulatively, of any segment of roadway that the construction is not completed in the allotted days as outlined below.

HEADING 1								
Segment	(Armstrong) Harvey to Belmont	(Belmont) Armstrong to Temperance	Temperance to Dewolf	Dewolf to Highland	Highland to Mc Call	Mc Call to Del Rey	Del Rey to Bethel Ave.	Bethel Ave. to Greenwood
Calendar Days	10	60	86	83	86	72	74	44

HEADING 2							
Segment	Greenwood to Academy	Academy to Madsen	Madsen to Zediker	Zediker to Riverbend	Riverbend to Macdonough	Macdonough to Viau	Viau to Surface Water Diversion Facility
Calendar Days	40	75	72	40	95	129	75

Completion of construction will be defined as complete installation of the pipe, backfill, compaction test passed and the road has been repaved (final surfacing) and temporary striping placed for that segment. If the contractor has completed installation of the pipe, backfilled and passed compaction, the contractor may proceed to the next segment if repaving is the remaining order of work in the prior segment. The Contractor is allowed a maximum of five (5) calendar days to pave and restore the road in the prior segment. If this is not completed within five (5) calendar days, liquidated damage will be assessed and the contractor will not be allowed to proceed any further.

The County of Fresno Public Works Director, at his/her discretion, may adjust this schedule as needed, for this pipeline work.

2. The City of Fresno hereby agrees to pay \$2,000.00 per calendar day for each day, cumulatively, if the contractor deviates from the allowed intersection closures.
  - a. Intersection of Armstrong and Belmont may be closed on the weekend only. The intersection can be closed starting at 0600 Saturday morning to 0600 Monday morning.
  - b. Intersection of Del Rey and Belmont may be close on the weekend only. The intersection can be closed starting at 0600 Saturday morning to 0600 Monday morning.
  - c. Intersection of Temperance and Belmont can be closed between the hours of 2200-0600 only. The intersection cannot be closed Friday night.
  - d. Intersection of McCall and Belmont can be closed between the hours of 2200-0600 only. The intersection cannot be closed Friday night.

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3. The City of Fresno hereby agrees to pay actual cost for any corrective measures that have to be performed by the County.
4. County Staff shall have authority to instruct the Contractor as necessary regarding corrective work within the area of the County of Fresno retained jurisdiction.
5. Full time on-site City inspector is required at all times. Compaction tests shall be done in accordance with the latest Caltrans Standard Specification. Compaction test results and R-values shall be provided to County of Fresno.
6. Maximum asphalt lift shall be done in accordance with the latest Caltrans Standard Specification.
7. Vehicle access to residences shall be provided within reasonable times during construction activity.
8. Vehicle access to the businesses shall be provided within reasonable time during construction activity. There is to be no more than a 10-minute delay to access any of the businesses unless there is an alternative access provided.
9. All roadside swale conditions and existing drainage patterns shall be restored where disturbed by construction activity or any other work that has taken place.
10. Any failures in the pavement section or other road facilities above pipe alignments are presumed to be a result of the construction project herein and the City of Fresno shall be liable in perpetuity for mitigation deemed necessary by the County.
11. Any deviation of the traffic control from the plan set shall be submitted for County approval prior to any field modification. No further construction work shall proceed using this proposed traffic control plan until written County approval is granted.
12. Advance warning of no less than 7 days consisting of changeable message signs (CMS) or other signing as approved by the County shall be in place prior to all road closures.
13. The Contractor shall provide protection for all United States Postal Service facilities. The Contractor shall provide interim facilities to accommodate local mail delivery throughout the limits of this project where disturbed by construction activity.
14. Notice to Proceed (NTP) shall not be granted to the Contractor by the City until the Agreement for Repair of County Roads is executed by both the City of Fresno and County of Fresno.
15. Armstrong Avenue between Harvey and Belmont may be closed during the construction period. Advance notification CMS signing shall be placed seven days in advance of this road closure.

16. Upon completion of the pipeline work and final surfacing, the travel lanes and turn lanes along the pipeline route shall be surfaced with a chip seal pursuant to County Standards and permanent striping shall be constructed utilizing extruded thermoplastic material, except that bike lanes and markings shall be painted. A fog seal shall be placed over the bike lane and shoulder areas that are reconstructed as part of the project.
17. Any damaged road surfacing or striping outside of the trench resurfacing for the pipeline construction shall also be corrected prior to project acceptance. The County shall approve the means and methods of the corrective work prior to performance thereof.
18. The restoration work outside of the pipeline resurfacing may also include repainting any damaged bike lane markings or striping in the road areas that are not resurfaced as part of the pipeline installation.

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