



# City of Hidden Hills

6165 Spring Valley Road \* Hidden Hills, California 91302

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## NOTICE INVITING BIDS FOR FIBER TO HOMES PROJECT [the "Project"]

**NOTICE IS HEREBY GIVEN** that the City of Hidden Hills, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 6165 Spring Valley Road, Hidden Hills, California 91302 up to 10:00 a.m. on December 18, 2023 at which time they will be publicly opened and read aloud.

**SCOPE OF WORK.** Trenching and boring; installation of fiber conduits, cabinets and handholes; placement of fiber cables; associated work as shown on the plans. Other general items of work including but are not limited to the removal and replacement of decompose granite parkways, native soil, existing asphalt concrete pavement and base, concrete gutter, concrete sidewalk, curb and gutter, driveway, and spandrels.

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

**ENGINEER'S ESTIMATE:** \$8,000,000

**COMPLETION OF WORK.** All work shall be completed within 180 working days following written notice to proceed from the City.

**MANDATORY PRE-BID MEETING.** A mandatory pre-bid meeting and project walk will be held at 11:00 a.m. on Thursday 11/16/23, at the City Hall, 6165 Spring Valley Road, Hidden Hills, California 91302. Bidder is required to RSVP and attend the pre-bid meeting. Failure of a Bidder to attend will render that Bidder's Bid non-responsive.

Follow up visits and access to the City can be requested and will be by appointment only. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

**AWARD OF CONTRACT.** The City may choose, and reserves the right, to award all or any combination of phases of the bid separately.

**BID ITEM QUANTITIES.** There are several bid items in the bid sheet where actual quantities, if any, are to be determined by the bidder. Bidders will be allowed access to the City, upon request, to visit the site and to make those determinations.

**OBTAINING BID DOCUMENTS.** Bidders may obtain free copies of the Plans, Specifications and other Contract Documents online by visiting <https://hiddenhillscity.org>.

**TRENCHES AND OPEN EXCAVATIONS.** Pursuant to Labor Code Section 6707, if this Project involves construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid submitted in response hereto shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

**REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.** In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

**PREVAILING WAGES.** In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

**BONDS.** Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

**LICENSES.** Each Bidder shall possess a valid Class A Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

**RETENTION SUBSTITUTION.** Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

**BIDDING PROCESS.** The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By: \_\_\_\_\_  
Dirk Lovett, City Engineer

\_\_\_\_\_  
Date

**CITY OF HIDDEN HILLS  
BID SOLICITATION PACKAGE  
FOR**



**FIBER TO HOMES PROJECT**

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**BONDS.** Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

**LICENSES.** Each Bidder shall possess a valid Class A Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

**RETENTION SUBSTITUTION.** Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

**BIDDING PROCESS.** The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dirk Lovett, City Engineer

## **INSTRUCTIONS TO BIDDERS**

**FORM OF BID.** Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. Each Bid must be submitted in a sealed envelope bearing the Bidder's name and addressed to the City Clerk with the Project name (as described in the Notice Inviting Bids) typed or clearly printed on the lower left corner of the envelope.

**DELIVERY OF BIDS.** The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at the City Clerk's office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

**AMENDED BIDS.** Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

**WITHDRAWAL OF BID.** A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for ninety (90) Days after the Bid opening date.

**BIDDER'S SECURITY.** Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

**QUANTITIES APPROXIMATE.** Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

There are several bid items in the bid sheet where actual quantities, if any, are to be determined by the bidder. Bidders will be allowed access to the City, upon request, to visit the site and to make those determinations.

**ADDENDA.** The City Engineer may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders

must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

**FACSIMILE NUMBER AND EMAIL ADDRESS.** Bidders shall supply the City Engineer with a facsimile number and email address to facilitate transmission of Addenda and other information related to these Contract Documents. If the Addenda and other information are emailed, the City shall also send all documents by facsimile or U.S. Mail. Failure to provide such a facsimile number and email address may result in late notification. The City does not guarantee that it will provide any information by facsimile, email, or both. A Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email, and a Bidder shall have no recourse due to not receiving such facsimile, email or both.

**DISCREPANCIES IN BIDS.** Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

**COMPETENCY OF BIDDERS.** In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

**BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS.** Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders



assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

**PLANS AND STANDARD DRAWINGS:** The location of the work, the general nature and extent of the work and the forms and details of the various features of the Work are shown on the Plans. When referenced in the Contract Documents, Plans shall include the construction plans and standard drawings.

**PERMITS AND LICENSES.** The Contractor and subcontractors shall procure all permits and licenses, (including Hidden Hills' business license), pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

**PATENTS.** The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

**TRADE NAMES OR EQUALS.** Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the date specified in Section 4-6 of the General Provisions. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

**DISQUALIFICATION OF BIDDERS.** No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

**RETURN OF BID SECURITY.** The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

**AWARD OF CONTRACT.** The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within ninety (90) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

The City may choose, and reserves the right, to award all or any combination of phases of the bid separately.

**DETERMINATION OF LOWEST BID.** In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: the total of bid schedules A and B.

**TRENCHING.** If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet

deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**LISTING SUBCONTRACTORS; SELF-PERFORMANCE.** Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*). Contractor shall self-perform not less than 50% of the Work, in accordance with Section 3-2 of the Standard Specifications.

**EXECUTION OF CONTRACT.** The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

**NO COMPENSATION FOR COSTS INCURRED PRIOR TO CONTRACT EXECUTION.** All costs incurred by the selected Bidder prior to Contract award and execution of the Contract by the City shall be at the Bidder's sole risk. City shall have no liability for costs incurred prior to its execution of the Contract.

**SIGNATURES.** The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

**INSURANCE AND BONDS.** The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

**TELEPHONES.** Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

**INTERPRETATION OF CONTRACT DOCUMENTS.** Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City Engineer a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project

in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

**TAXES.** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

## **CHECKLIST FOR BIDDERS**

The following information is required of all Bidders at the time of Bid submission:

- \_\_\_\_\_ Completed and Signed Bid Cover Form
- \_\_\_\_\_ Completed and Signed Bid Sheets
- \_\_\_\_\_ Completed and Signed Questionnaire
- \_\_\_\_\_ Completed References Form
- \_\_\_\_\_ Resume of General Construction Superintendent/On-Site Construction Manager
- \_\_\_\_\_ Completed Subcontractor Designation Form
- \_\_\_\_\_ Completed and Signed Industrial Safety Record Form
- \_\_\_\_\_ Completed, Signed and Notarized Bid Bond or Other Security Form
- \_\_\_\_\_ Signed Noncollusion Declaration Form
- \_\_\_\_\_ Signed Statement Acknowledging Penal and Civil Penalties Concerning the Contractors' Licensing Laws
- \_\_\_\_\_ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

**BID**  
**CITY OF HIDDEN HILLS**  
**FIBER TO HOMES PROJECT [PROJECT]**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIDDEN HILLS:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Hidden Hills to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely

by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number \_\_\_\_\_, Class \_\_\_\_\_, which expires on \_\_\_\_\_.

Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF HIDDEN HILLS**  
**BID SHEETS FOR**  
**FIBER TO HOMES PROJECT**

Bidder's Name: \_\_\_\_\_

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

**BID SCHEDULE A: PHASE 1**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICES</b>	<b>EXTENDED AMOUNT</b>
1.	MOBILIZATION	LS	1	\$	\$
2.	IMPLEMENT TRAFFIC CONTROL	LS	1	\$	\$
3.	CLASS II AGGREGATE BASE AND DECOMPOSED GRANITE (SCREENED <30MM) COMPACT TO 95% MIN (DETAIL A3)	LF	7,994	\$	\$
4.	NATIVE SOIL COMPACT TO 95% MIN (DETAIL B3)	LF	0	\$0.00	\$0.00
5.	REMOVE & REPLACE EXISTING AC PAVEMENT (DETAIL J3)	SF	0	\$0.00	\$0.00
6.	REMOVE & REPLACE CONCRETE GUTTER TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
7.	REMOVE & REPLACE EXISTING PCC WALKWAY	SF	TBD by Contractor	\$	\$
8.	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD PLAN 120-2(A2-6)	LF	TBD by Contractor	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
9.	CONSTRUCT 6" CURB PER SPPWC STD PLAN 120-2(A1-6)	LF	TBD by Contractor	\$	\$
10.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88A CASE F	EA	TBD by Contractor	\$	\$
11.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88B CASE CH	EA	TBD by Contractor	\$	\$
12.	REMOVE & REPLACE CONCRETE DRIVEWAY TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
13.	REMOVE & REPLACE CONCRETE SPANDRELS TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
14.	TRENCH & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	7,994	\$	\$
15.	BORE & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	190	\$	\$
16.	1.25-INCH PVC SDR-11 w/TRACER WIRE (MATERIAL)	LF	21,760	\$	\$
17.	INSTALL GROUND ROD (Labor, Equipment, & Material)	EA	14	\$	\$
18.	PLACE FIBER CABINETS w/ 36x31" CONCRETE PAD	EA	0	\$0.00	\$0.00
19.	INSTALL 1010/12 FLOWER POT HTV10-5 (JENSEN SKU#100005049) (Labor, Equipment, & Material)	EA	32	\$	\$
20.	INSTALL 1118/12 TIER 22 HANDHOLE (JENSEN SKU#200059176) (Labor, Equipment, & Material)	EA	8	\$	\$
21.	INSTALL 2436/36 TIER 22 HANDHOLE (JENSEN SKU#200059032) (Labor, Equipment, & Material)	EA	16	\$	\$



ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
22.	DEMOLITION AND REMOVE EXISTING LANDSCAPING / CLEARING / DEPRIS / DUMP FEES	LS	1	\$	\$
TOTAL BID SCHEDULE A AMOUNT FOR PHASE 1				\$	_____

**BID SCHEDULE A: PHASE 2**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	MOBILIZATION	LS	1	\$	\$
2.	IMPLEMENT TRAFFIC CONTROL	LS	1	\$	\$
3.	CLASS II AGGREGATE BASE AND DECOMPOSED GRANITE (SCREENED <30MM) COMPACT TO 95% MIN (DETAIL A3)	LF	14,951	\$	\$
4.	NATIVE SOIL COMPACT TO 95% MIN (DETAIL B3)	LF	8,564	\$	\$
5.	REMOVE & REPLACE EXISTING AC PAVEMENT (DETAIL J3)	SF	5,400	\$	\$
6.	REMOVE & REPLACE CONCRETE GUTTER TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
7.	REMOVE & REPLACE EXISTING PCC WALKWAY	SF	TBD by Contractor	\$	\$
8.	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD PLAN 120-2(A2-6)	LF	TBD by Contractor	\$	\$
9.	CONSTRUCT 6" CURB PER SPPWC STD PLAN 120-2(A1-6)	LF	TBD by Contractor	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
10.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88A CASE F	EA	TBD by Contractor	\$	\$
11.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88B CASE CH	EA	TBD by Contractor	\$	\$
12.	REMOVE & REPLACE CONCRETE DRIVEWAY TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
13.	REMOVE & REPLACE CONCRETE SPANDRELS TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
14.	TRENCH & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	25,315	\$	\$
15.	BORE & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	161	\$	\$
16.	1.25-INCH PVC SDR-11 w/TRACER WIRE (MATERIAL)	LF	59,981	\$	\$
17.	INSTALL GROUND ROD (Labor, Equipment, & Materials)	EA	33	\$	\$
18.	PLACE FIBER CABINETS w/ 36x31" CONCRETE PAD	EA	1	\$	\$
19.	INSTALL 1010/12 FLOWER POT HTV10-5 (JENSEN SKU#100005049) (Labor, Equipment, & Materials)	EA	37	\$	\$
20.	INSTALL 1118/12 TIER 22 HANDHOLE (JENSEN SKU#200059176) (Labor, Equipment, & Materials)	EA	20	\$	\$
21.	INSTALL 2436/36 TIER 22 HANDHOLE (JENSEN SKU#200059032) (Labor, Equipment, & Materials)	EA	69	\$	\$
22.	DEMOLITION AND REMOVE EXISTING LANDSCAPING / CLEARING / DEPRIS / DUMP FEES	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
TOTAL BID SCHEDULE A AMOUNT FOR PHASE 2				\$	_____

**BID SCHEDULE A: PHASE 3**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	MOBILIZATION	LS	1	\$	\$
2.	IMPLEMENT TRAFFIC CONTROL	LS	1	\$	\$
3.	CLASS II AGGREGATE BASE AND DECOMPOSED GRANITE (SCREENED <30MM) COMPACT TO 95% MIN (DETAIL A3)	LF	16,204	\$	\$
4.	NATIVE SOIL COMPACT TO 95% MIN (DETAIL B3)	LF	0	\$0.00	\$0.00
5.	REMOVE & REPLACE EXISTING AC PAVEMENT (DETAIL J3)	SF	6,180	\$	\$
6.	REMOVE & REPLACE CONCRETE GUTTER TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
7.	REMOVE & REPLACE EXISTING PCC WALKWAY	SF	TBD by Contractor	\$	\$
8.	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD PLAN 120-2(A2-6)	LF	TBD by Contractor	\$	\$
9.	CONSTRUCT 6" CURB PER SPPWC STD PLAN 120-2(A1-6)	LF	TBD by Contractor	\$	\$
10.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88A CASE F	EA	TBD by Contractor	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
11.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88B CASE CH	EA	TBD by Contractor	\$	\$
12.	REMOVE & REPLACE CONCRETE DRIVEWAY TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
13.	REMOVE & REPLACE CONCRETE SPANDRELS TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
14.	TRENCH & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	18,264	\$	\$
15.	BORE & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	1,150	\$	\$
16.	1.25-INCH PVC SDR-11 w/TRACER WIRE (MATERIAL)	LF	46,608	\$	\$
17.	INSTALL GROUND ROD (Labor, Equipment, & Materials)	EA	28	\$	\$
18.	PLACE FIBER CABINETS w/ 36x31" CONCRETE PAD	EA	1	\$	\$
19.	INSTALL 1010/12 FLOWER POT HTV10-5 (JENSEN SKU#100005049) (Labor, Equipment, & Materials)	EA	47	\$	\$
20.	INSTALL 1118/12 TIER 22 HANDHOLE (JENSEN SKU#200059176) (Labor, Equipment, & Materials)	EA	3	\$	\$
21.	INSTALL 2436/36 TIER 22 HANDHOLE (JENSEN SKU#200059032) (Labor, Equipment, & Materials)	EA	45	\$	\$
22.	DEMOLITION AND REMOVE EXISTING LANDSCAPING / CLEARING / DEPRIS / DUMP FEES	LS	1	\$	\$
TOTAL BID SCHEDULE A AMOUNT FOR PHASE 3				\$ _____	

**BID SCHEDULE A: PHASE 4**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICES</b>	<b>EXTENDED AMOUNT</b>
1.	MOBILIZATION	LS	1	\$	\$
2.	IMPLEMENT TRAFFIC CONTROL	LS	1	\$	\$
3.	CLASS II AGGREGATE BASE AND DECOMPOSED GRANITE (SCREENED <30MM) COMPACT TO 95% MIN (DETAIL A3)	LF	19,341	\$	\$
4.	NATIVE SOIL COMPACT TO 95% MIN (DETAIL B3)	LF	120	\$	\$
5.	REMOVE & REPLACE EXISTING AC PAVEMENT (DETAIL J3)	SF	8,565	\$	\$
6.	REMOVE & REPLACE CONCRETE GUTTER TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
7.	REMOVE & REPLACE EXISTING PCC WALKWAY	SF	TBD by Contractor	\$	\$
8.	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD PLAN 120-2(A2-6)	LF	TBD by Contractor	\$	\$
9.	CONSTRUCT 6" CURB PER SPPWC STD PLAN 120-2(A1-6)	LF	TBD by Contractor	\$	\$
10.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88A CASE F	EA	TBD by Contractor	\$	\$
11.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88B CASE CH	EA	TBD by Contractor	\$	\$
12.	REMOVE & REPLACE CONCRETE DRIVEWAY TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
13.	REMOVE & REPLACE CONCRETE SPANDRELS TO MATCH EXISTING	SF	TBD by Contractor	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
14.	TRENCH & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	22,316	\$	\$
15.	BORE & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	185	\$	\$
16.	1.25-INCH PVC SDR-11 w/TRACER WIRE (MATERIAL)	LF	55,721	\$	\$
17.	INSTALL GROUND ROD (Labor, Equipment, & Materials)	EA	31	\$	\$
18.	PLACE FIBER CABINETS w/ 36x31" CONCRETE PAD	EA	0	\$0.00	\$0.00
19.	INSTALL 1010/12 FLOWER POT HTV10-5 (JENSEN SKU#100005049) (Labor, Equipment, & Materials)	EA	60	\$	\$
20.	INSTALL 1118/12 TIER 22 HANDHOLE (JENSEN SKU#200059176) (Labor, Equipment, & Materials)	EA	7	\$	\$
21.	INSTALL 2436/36 TIER 22 HANDHOLE (JENSEN SKU#200059032) (Labor, Equipment, & Materials)	EA	56	\$	\$
22.	DEMOLITION AND REMOVE EXISTING LANDSCAPING / CLEARING / DEPRIS / DUMP FEES	LS	1	\$	\$
TOTAL BID SCHEDULE A AMOUNT FOR PHASE 4				\$	_____

**BID SCHEDULE A: PHASE 5**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	MOBILIZATION	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
2.	IMPLEMENT TRAFFIC CONTROL	LS	1	\$	\$
3.	CLASS II AGGREGATE BASE AND DECOMPOSED GRANITE (SCREENED <30MM) COMPACT TO 95% MIN (DETAIL A3)	LF	12,774	\$	\$
4.	NATIVE SOIL COMPACT TO 95% MIN (DETAIL B3)	LF	2,116	\$	\$
5.	REMOVE & REPLACE EXISTING AC PAVEMENT (DETAIL J3)	SF	5,895	\$	\$
6.	REMOVE & REPLACE CONCRETE GUTTER TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
7.	REMOVE & REPLACE EXISTING PCC WALKWAY	SF	TBD by Contractor	\$	\$
8.	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD PLAN 120-2(A2-6)	LF	TBD by Contractor	\$	\$
9.	CONSTRUCT 6" CURB PER SPPWC STD PLAN 120-2(A1-6)	LF	TBD by Contractor	\$	\$
10.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88A CASE F	EA	TBD by Contractor	\$	\$
11.	CONSTRUCT CURB RAMP PER CALTRANS STD. A88B CASE CH	EA	TBD by Contractor	\$	\$
12.	REMOVE & REPLACE CONCRETE DRIVEWAY TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
13.	REMOVE & REPLACE CONCRETE SPANDRELS TO MATCH EXISTING	SF	TBD by Contractor	\$	\$
14.	TRENCH & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	16,855	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
15.	BORE & INSTALL 1.25-INCH PVC SDR-11 w/TRACER WIRE (LABOR & EQUIPMENT)	LF	85	\$	\$
16.	1.25-INCH PVC SDR-11 w/TRACER WIRE (MATERIAL)	EA	38,042	\$	\$
17.	INSTALL GROUND ROD (Labor, Equipment, & Materials)	EA	24	\$	\$
18.	PLACE FIBER CABINETS w/ 36x31" CONCRETE PAD	EA	0	\$0.00	\$0.00
19.	INSTALL 1010/12 FLOWER POT HTV10-5 (JENSEN SKU#100005049) (Labor, Equipment, & Materials)	EA	55	\$	\$
20.	INSTALL 1118/12 TIER 22 HANDHOLE (JENSEN SKU#200059176) (Labor, Equipment, & Materials)	EA	9	\$	\$
21.	INSTALL 2436/36 TIER 22 HANDHOLE (JENSEN SKU#200059032) (Labor, Equipment, & Materials)	EA	39	\$	\$
22.	DEMOLITION AND REMOVE EXISTING LANDSCAPING / CLEARING / DEPRIS / DUMP FEES	LS	1	\$	\$
TOTAL BID SCHEDULE A AMOUNT FOR PHASE 5				\$	_____

**BID SCHEDULE B: CABLE ALL PHASES**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	PLACE 24 FIBER CABLE IN 1.25" CONDUIT (LABOR, EQUIPMENT, & MATERIAL)	LF	22,121	\$	\$
2.	PLACE 48 FIBER CABLE IN 1.25" CONDUIT (LABOR, EQUIPMENT, & MATERIAL)	LF	26,589	\$	\$



ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
3.	PLACE 72 FIBER CABLE IN 1.25" CONDUIT (LABOR, EQUIPMENT, & MATERIAL)	LF	11,418	\$	\$
4.	PLACE 144 FIBER CABLE IN 1.25" CONDUIT (LABOR, EQUIPMENT, & MATERIAL)	LF	46,335	\$	\$
5.	PLACE 288 FIBER CABLE IN 1.25" CONDUIT (LABOR, EQUIPMENT, & MATERIAL)	LF	13,117	\$	\$
6.	PLACE 432 FIBER CABLE IN 1.25" CONDUIT (LABOR, EQUIPMENT, & MATERIAL)	LF	11,130	\$	\$
7.	PLACE 576 FIBER CABLE IN 1.25" CONDUIT (LABOR, EQUIPMENT, & MATERIAL)	LF	1,285	\$	\$
TOTAL BID SCHEDULE B AMOUNT CABLE ALL PHASES				\$	_____

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

**TOTAL BID PRICE FOR BID SCHEDULES A AND B IN DIGITS: \$** \_\_\_\_\_

**TOTAL BID PRICE FOR BID SCHEDULES A AND B IN WORDS:**

\_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: \_\_\_\_\_
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.  
\_\_\_\_\_
- (3) Business Address: \_\_\_\_\_
- (4) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: \_\_\_\_\_
- (6) Corporation organized under the laws of the State of: \_\_\_\_\_
- (7) California State Contractor's License Number and Class: \_\_\_\_\_  
Original Date Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (8) DIR Contractor Registration Number: \_\_\_\_\_
- (9) List the name and title of the person(s) who inspected the Project site for your firm:  
\_\_\_\_\_
- (10) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): \_\_\_\_\_
- (11) Number of years' experience the company has as a contractor in construction work: \_\_\_\_\_
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

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(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

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b. Briefly summarize the parties' claims and defenses:

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c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

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(16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

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(17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

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(18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

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(19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance?  
Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?  
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

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(20) List the last three (3) projects you have worked on or are currently working on for the City of Hidden Hills:

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Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder declares under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REFERENCES FORM**

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

**Project 1 Name/Number** \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates                      From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

\_\_\_\_\_  
\_\_\_\_\_

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes    No

Did the Agency file any claims against you? Circle one: Yes        No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

\_\_\_\_\_  
\_\_\_\_\_

**Project 2 Name/Number** \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Date                      From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

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Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes      No

Did the Agency file any claims against you? Circle one: Yes      No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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**Project 3 Name/Number** \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates                      From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

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Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes      No

Did the Agency file any claims against you? Circle one: Yes      No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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**Project 4** Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

\_\_\_\_\_  
\_\_\_\_\_

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

\_\_\_\_\_  
\_\_\_\_\_

**Project 5** Name/Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

\_\_\_\_\_  
\_\_\_\_\_



Did you or any Subcontractor, file any claims against the Agency?  
Circle one: Yes      No

Did the Agency file any claims against you? Circle one: Yes      No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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**Project 6 Name/Number** \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates                      From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

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Did you or any Subcontractor, file any claims against the Agency?  
Circle one: Yes      No

Did the Agency file any claims against you? Circle one: Yes      No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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## **RESUME**

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

**DESIGNATION OF SUBCONTRACTORS  
[Public Contract Code Section 4104]**

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

---

\* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

**INDUSTRIAL SAFETY RECORD FORM**

Bidder's Name \_\_\_\_\_

	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Hidden Hills ("City"), has issued an invitation for Bids for the Work described as follows: \_\_\_\_\_

WHEREAS \_\_\_\_\_  
*(Name and address of Bidder)*

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and address of Surety)*

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**NONCOLLUSION DECLARATION FORM  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
[Public Contract Code Section 7106]**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES  
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code§ 7028.15]

[Public Contract Code§ 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code§ 7028.15:

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now§ 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**



(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

*Public Contract Code* § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License no.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Title: \_\_\_\_\_

## **CHECKLIST FOR EXECUTION OF CONTRACT**

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- \_\_\_\_\_ Two (2) executed copies of the Contract
- \_\_\_\_\_ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Contract to bind the Contractor
- \_\_\_\_\_ Declaration of Eligibility to Contract
- \_\_\_\_\_ Payment Bond in amount of the Contract
- \_\_\_\_\_ Performance Bond in amount of the Contract
- \_\_\_\_\_ Workers' Compensation Certificate
- \_\_\_\_\_ Liability insurance certificate in the amounts specified in Section 5-4.2 of the General Provisions, naming the City, et al as additional insureds
- \_\_\_\_\_ Automobile insurance certificate in the amount specified in Section 5-4.4 of the General Provisions, naming the City, et al as additional insureds

## CONSTRUCTION CONTRACT

### HIDDEN HILLS CONTRACT FOR THE FIBER TO HOMES PROJECT

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered this \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the CITY OF HIDDEN HILLS, a California municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). Contractor's California State Contractor's license number is \_\_\_\_\_; Class \_\_\_\_\_. Contractor's DIR registration number is \_\_\_\_\_.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as the Fiber to Homes Project ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.” In addition, I will ensure compliance of any and all subcontractors with such provisions before the performance of the work of this Contract is commenced.

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

[Contractor name]

*[use this signature block if Contractor is a corporation]*

\_\_\_\_\_  
 Chairperson  President  Vice President

\_\_\_\_\_  
 Secretary  Asst. Secretary  
 Chief Finance Officer  Asst. Treasurer

[Pursuant to Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

*[use this signature block if Contractor is a limited liability company]*

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Manager

[Pursuant to Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

**City of Hidden Hills**

\_\_\_\_\_  
Steve Freedland  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Deana L. Gonzalez  
City Clerk

\_\_\_\_\_  
Roxanne Diaz  
City Attorney

**DECLARATION OF ELIGIBILITY TO CONTRACT**

[Public Contract Code Section 6109; Labor Code Sections 1777.1 & 1777.7]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The contractor has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on: \_\_\_\_\_ (date).

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Hidden Hills ("City"), State of California, has awarded to \_\_\_\_\_

\_\_\_\_\_ ("Principal")

*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as follows:

\_\_\_\_\_

*(Project name)*

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Hidden Hills ("City"), has awarded to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Name and address of Contractor)* ("Principal")

a contract (the "Contract") for the Work described as follows:

\_\_\_\_\_  
*(Project name)*

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION  
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Hidden Hills ("City") has required certain insurance to be provided by:

---

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Hidden Hills  
City Hall  
6165 Spring Valley Road  
Hidden Hills, California 91302

The insureds under such policy or policies are:

---

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: \_\_\_\_\_  
Its Authorized Representative

## **GENERAL PROVISIONS**

### **SECTION 0. GENERAL PROVISIONS DEFINED**

#### **0-1 STANDARD SPECIFICATIONS**

The 2021 edition and 2023 Supplement of “Standard Specifications for Public Works Construction” (“Standard Specifications”), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

#### **0-2 NUMBERING OF SECTIONS**

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

#### **0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS**

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

### **SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-2 TERMS AND DEFINITIONS**

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency & Owner– The City of Hidden Hills.

Board – The City Council of the City of Hidden Hills.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

### 1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>
AAN .....	American Association of Nurserymen
AGCA .....	Associated General Contractors of America
APWA .....	American Public Works Association
CRSI .....	Concrete Reinforcing Steel Institute
CSI .....	Construction Specifications Institute
NEC .....	National Electric Code
NFPA .....	National Fire Protection Association
SSS .....	State of California Standard Specifications, Latest edition, Department of Transportation
SSP .....	State of California Standard Plans, Latest edition, Department of Transportation

### 1-7.2 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

## **SECTION 2. SCOPE OF THE WORK**

### 2.1 WORK TO BE DONE

Trenching and boring; installation of fiber conduits, cabinets and handholes; placement of fiber cables; associated work as shown on the plans. Other general items of work including but are not limited to the removal and replacement of decompose granite parkways, native soil, existing asphalt concrete pavement and base, concrete gutter, concrete sidewalk, curb and gutter, driveway, and spandrels.

## 2.2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

## 2.4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

### 2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

## 2-7 CHANGES INITIATED BY THE AGENCY

### 2-7.1 General.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

## 2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

## **SECTION 3. CONTROL OF THE WORK**

### 3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials,

employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

### 3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

### 3.7 CONTRACT DOCUMENTS

#### 3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

#### 3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. Special Provisions.

9. General Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

### 3-9 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

### 3-10 SURVEYING

#### 3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.



### 3-10.2 Line and Grade

Except when, as per orders from the City Engineer, minor changes in the work are to be made by the Contractor, all work shall, during its progress and upon completion, conform to the lines, grades and elevations shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three (3) consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line, and in case any such discrepancy exists, it must be reported to the City Engineer. Failure to make this report shall make the Contractor responsible for any such error in the finished work.

### 3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

### 3-12 WORKSITE MAINTENANCE

#### 3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

#### 3.12.4 Storage of Equipment and Materials.

##### 3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor

shall provide delivery and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

#### 3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer.

### 3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

#### 3-13.1 Completion.

The Contractor shall complete all Work under the Contract within 180 Working Days from the Notice to Proceed.

#### 3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;
4. All "as-builts";
5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the City Engineer in writing.

### 3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

## **SECTION 4. CONTROL OF MATERIALS**

### 4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

### 4-4 TESTING

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

### 4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than thirty-five (35) Days after the award of Contract, unless a different deadline is listed in the Special Provisions.

## **SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES**

### 5-3 LABOR

#### 5-3.1 Public Work

The Contractor acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 *et seq.* (“Chapter 1”), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

### 5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

### 5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

### 5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor

Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

#### 5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

#### 5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

#### 5-3.7 Prohibition-Public Contract Code Section 6109

Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

#### 5-3.8 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

#### 5-3.9 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

#### 5-3.10 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each

Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

#### 5-3.11 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

### 5-4 INSURANCE

#### 5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials (including employees of Charles Abbott Associates, Inc.) as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

#### 5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

##### 5-4.2.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials (including employees of Charles Abbott Associates, Inc.), shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

#### 5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

#### 5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

#### 5-4.2.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must be executed on forms approved by the City. The endorsements must specifically name the City of Hidden Hills and its elected and appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

#### 5-4.2.5 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

#### 5-4.5 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

### 5.7 SAFETY

#### 5-7.2.3 Payment

Payment for shoring and shoring plans shall be considered as included in the price paid for "Shoring and Bracing" bid item and no additional compensation shall be made therefor. Payment for compliance with the provisions of the safety orders and all other laws, ordinances, and

regulations shall be included in the various bid items.

## 5-7.8 Steel Plate Covers

### 5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each workday with steel plate covers. No plates shall be allowed on dirt, D.G street shoulder, or equestrian trails.

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications, as follows:

## 5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

### 5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials, including the firm, its officers, agents and employees of Charles Abbott Associates, Inc.) (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. The City shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

#### 5-8.1.1 Taxes and Workers' Compensation.

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract



any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

#### 5-8.1.2 Subcontractor Indemnity Agreements.

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the Parties.

#### 5-8.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

#### 5-8.3 Insurance Requirements not Limiting.

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against the City.

#### 5-8.4 Civil Code Exception.

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

#### 5-8.5 Nonwaiver of Rights.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

#### 5-8.6 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

#### 5-8.7 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

### **SECTION 6. PROSECUTION AND PROGRESS OF THE WORK**

#### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

##### 6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to the City Engineer for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by the City Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer, or when:

- a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or
- b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

##### 6-1.1.1 Pre-Construction Conference

Approximately five (5) Working Days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to the City Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

#### 6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

#### 6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

Section 6-1.3 is hereby added to Section 6 of Part 1 of the Standard Specifications, as follows:

#### 6-1.3 Working Days And Hours

The Contractor shall do all Work between the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday. No Work will be allowed on Saturday, Sunday or City holidays, which are as follows: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Indigenous Peoples' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the City Engineer so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

#### 6-4 DELAYS AND EXTENSIONS OF TIME

##### 6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a "stay at home" or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

##### 6-4.2 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

##### 6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

#### 6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

#### 6-9 LIQUIDATED DAMAGES

*Replace section 6-9, "Liquidated Damages" with the following:*

Failure of the contractor to complete the work to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-4, the Contractor shall pay to the agency, or have withheld from monies due it, the sum of two thousand six hundred dollars (\$2,600).

Execution of the contractor shall constitute agreement by the Agency and Contractor that the sum of two thousand six hundred dollars (\$2,600) per day is the minimum value of the costs and actual damage caused by the failure of the contractor to complete the work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications.

### **SECTION 7. MEASUREMENT AND PAYMENT**

#### 7.3 PAYMENT

##### 7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

## 7-3.2 Partial and Final Payment

### 7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer before the tenth (10th) Day of the following month for verification and payment consideration.

### 7-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

### 7-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of acceptance or cessation, but not later than the period permitted by Public Contract Code Section 7107.

### 7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

### 7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request

that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

#### 7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

#### 7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

#### 7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

#### 7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

#### 7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

#### 7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

### 7-3.9 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

## **SECTION 8 FACILITIES FOR AGENCY PERSONNEL**

### 8-1 General



No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

## **SECTION 9. ADDITIONAL TERMS**

### **9-1 NONDISCRIMINATORY EMPLOYMENT**

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

### **9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

### **9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY**

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

### **9-5 REMOVAL OF INTERFERING OBSTRUCTIONS**

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

### **9-6 SOILS ENGINEERING AND TESTING**

A certified materials testing firm may be retained by the Contractor to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements.

The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

#### 9-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

#### 9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, “claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City, (ii) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by the City. The Contractor or any Subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable)

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 et seq.) is a prerequisite to filing any lawsuit against the City relating to this Contract.

#### 9-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

#### 9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19. The Contractor and all subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the “Safety and Health Guidance COVID-19 Infection Prevention in Construction” issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020 and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the City a “COVID-19 Mitigation Program” implementing these requirements and shall post the COVID-19 Mitigation Program on the project site in a manner designated by the City’s Project Manager. The failure of employees or workers of the Contractor and all subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by Contractor or one of its subcontractors to comply with these requirements, City is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers compensation benefits and expenses. Delays in the Work resulting from Contractor’s or its subcontractor’s failure to comply with these regulations shall not be considered an unforeseen event entitling Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

#### 9-13 CONTRACTOR’S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor’s actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

#### 9-14 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

#### 9-15 CHARACTER OF WORKMAN

The Contractor shall employ only competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such

person shall not again be employed on the work.

9-16 AGENT OR FOREMAN. In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, he must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the City Engineer shall be considered as having been served upon the Contractor.

#### 9-15 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Superior Court with geographic jurisdiction over the City.

#### 9-16 TIME

Time is of the essence in these Contract Documents.

#### 9-17 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

#### 9-18 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

#### 9-19 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that

may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

#### 9-20 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

#### 9-21 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

#### 9-22 SEVERABILITY

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

#### 9-23 AUTHORITY OF THE CITY ENGINEER.

The City Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed, the manner of performance and rate of progress of the work, and the interpretation of the Plans, the Specifications and other contract documents. The City Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the City Engineer shall be final, and he shall have authority to enforce and make effective such decisions and actions as the Contractor fail to carry out promptly.

#### 9-24 CONFORMITY WITH PLANS AND ALLOWABLE VARIATION.

Finished surfaces shall in all cases conform to the lines, grades, cross-sections and dimensions shown on the approved Plans. Minor deviations from the approved Plans, whenever required by the exigencies of construction, must be authorized in writing in all cases by the City Engineer.

#### 9-25 SAMPLES.

The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the City Engineer for purposes of testing and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site.

#### 9-26 PROTECTION OF WORK.

The Contractor shall continuously maintain adequate protection of all work from damage, and the City will not be held responsible for the care or protection of any material, equipment or work, unless expressly provided for in the contract documents.

#### 9-27 INTERPRETATION OF PLANS AND SPECIFICATIONS.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the Plans or in the Specifications or in another contract document, the Contractor shall request the City Engineer for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the Contract, so far as may be consistent with the intent of the Plans, Specifications and other contract documents. In the event of continuing doubt or questions concerning the true meaning of the Specifications or other contract documents following such explanation by the City Engineer, reference shall be made to the City Council, whose decision thereon shall be final.

#### 9-28 AVOIDANCE OF DUST NUISANCE.

During the process of breaking, excavating and removing any material from the site of the project and until completion of the work, the Contractor shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the City Engineer.

#### 9-29 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK.

It is the intent of the Specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the Specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the Plans or established by the City Engineer, or any extra work done without written authority will be considered unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the City Engineer made under the provisions of this paragraph, the City Engineer shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these Specifications, the City Engineer will furnish the Contractor with a certificate to that effect.

#### 9-30 SUPERVISION.

All manufactured products, materials and appliances used and installed and all details of the work shall at all times be subject to the supervision, test and approval of the City Engineer or his/her authorized representatives. The City Engineer or his/her authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer or the Engineer's agent will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the

Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

In the event that the Engineer shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion.

#### 9-31 QUALITY OF MATERIAL.

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Materials shall be new, and of a specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown as required under the contract is not particularly specified, the Contractor shall estimate that the City will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress of the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss caused by weather or any other cause.

#### 9-32 DEFECTIVE MATERIALS.

All materials not conforming to the requirements of the Specifications shall be considered defective, and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the City Engineer. Upon failure on the part of the Contractor to comply with any order by the City Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

#### 9-33 SOUND AND VIBRATION CONTROL REQUIREMENTS.

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other sound control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

#### 9-34 AIR POLLUTION CONTROL.

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, during compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

#### 9-35 PROJECT PLANS

The location of work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these Specifications.

#### 9-36 QUALITY OF WORK

All work which is defective in its construction or deficient in any of the requirements of these Plans, Standard Specifications and/or Special Provisions shall be remedied or removed and replaced by the Contractor in a manner acceptable to the City and NO compensation will be allowed for such correction.

Upon failure on the part of the Contractor to comply forthwith with any order the Public Works Department makes under the provisions of this Section, the Public Works Department shall have authority to cause defective work to be removed and replaced and deduct the costs thereof from any moneys due or to become due to the Contractor.

#### 9-37 SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workman on the job shall be provided and maintained in an approved manner by the Contractor, properly secluded from public observation and in compliance with health ordinances and laws, and their use shall be strictly enforced by the Contractor. Sanitary facilities that are vandalized must be immediately restored in an approved manner by the Contractor. Full compensation for providing sanitary convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

#### 9-38 CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the City Engineer. The Contractor must keep the yard in satisfactory and maintained condition and all materials properly stored. The Contractor must restore the yard to its original condition. Full compensation for restoration of the yard shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

When storage sites are to be located upon private property, the Contractor shall be required to submit to the City Engineer, written approval from the record owner authorizing the use of the property by the Contractor.

#### 9-39 CONSTRUCTION STAKING

The Contractor shall be required to provide any and all necessary construction survey staking required to construct the project. Construction staking obliterated, missing, or destroyed shall be restored by the Contractor. Full compensation for performing all needed construction survey staking not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and NO additional compensation will be allowed.

#### 9-40 SURVEY MONUMENTATION

Re-establish centerline ties and survey monumentation, if necessary. Full compensation for performing any needed construction survey staking not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and NO additional compensation will be allowed.

#### 9-41 TEMPORARY DRAINAGE MEASURES

The Contractor shall provide temporary drainage measures and erosion control for the duration



of construction. The Contractor's plans for the temporary drainage measures and erosion control shall be reviewed by a licensed civil engineer and also take into consideration any necessary mitigation measures for inclement weather and seasonal changes. Plans for temporary drainage measures shall be submitted to the City Engineer for approval at the pre-construction conference. Full compensation for constructing any needed temporary drainage measures shall be considered as included in the prices for the various contract items of work and NO additional compensation will be allowed.

#### 9-42 PUBLIC CONVENIENCE AND SAFETY

- (a) Attention is directed to Section 601 of the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work upon Highways, published by the California Department of Transportation.

Full compensation for conforming to the requirements of Section 601 of the Standard Specifications, the above-referenced CalTrans Manual and these Special Provisions not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and NO additional compensation will be allowed.

- (b) *Warning and Protection Devices* – The Contractor will be responsible for providing, placing and maintaining approved signs, barricades, pedestals, flashers, delineators, fences, barriers and flagmen where needed, and other necessary facilities in the vicinity of the construction area and where any dangerous conditions may be encountered as a result thereof, for the protection of the motoring public. The Contractor will not be allowed to proceed with the work until such time that a sufficient number of these protection devices have been delivered to the project site. Where parked vehicles are likely to interfere with the proposed work, the Contractor will supply and post at no less than 200' intervals on each side of the street "Temporary No Parking" signs 48 hours before the start of construction and to report the time of posting to the City's Police Department for the purpose of establishing "Tow Away" provisions. The Contractor shall be responsible for the removal of the temporary signs upon the completion of the work.

Should the Contractor appear neglectful or negligent in furnishing warning and protection devices as outlined above, the Engineer may direct attention to the existence of a hazard and the necessity of additional or different measures which shall be furnished and installed by the Contractor at his/her own expense, free of any cost to the City. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Engineer may direct City forces to provide the necessary protective and warning devices as deemed appropriate by the Engineer.

- (c) *Maintaining Traffic* – All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. The Contractor shall keep a minimum of one travel lane open in each direction during the hours from 7:00 a.m. to 5:00 p.m. At the end of each work day all open trenches within the street will be steel plated to allow traffic to utilize all travel lanes.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans.

The cost of furnishing all flagmen and guards, and for supplying and installing all signs, lights, flares, barricades, delineators and other facilities which are necessary to expedite

the passage of public traffic through or around the work, or to prevent accidents or damage or injury to the public, or to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, shall be considered as included in the price paid for the various contract items of work and no additional compensation will be allowed.

The cost accrued by the City in connection therewith will be deducted from the Contractor's contract payment. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or in providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or abrogate his/her obligation to furnish and pay for these devices.

The Contractor shall submit his/her work schedule and traffic control plans to the Engineer for approval at the pre-construction conference. This schedule shall allow residents, on the streets where construction is taking place, ample "on street" parking within an 800-foot distance from their homes.

#### 9-43 Public Utilities

(1) All of the existing utility facilities except those to be relocated as shown on the Plans will remain in place and the Contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, the utility or franchise will, upon proper application by the Contractor, be notified by the City Engineer to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property which are necessary as a result of the work. Employees and agents of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

(2) The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison secondary, primary and transition facilities. The term "qualified person" shall mean one who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance with this section by any subcontractors on the project.

#### 9-44 REMOVAL OF INTERFERING OBSTRUCTIONS.

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it being understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing work.

#### 9-45 STREET CLOSURES

No closure of any street shall be allowed unless prior permission is obtained from the City Engineer. If permission to close a street is granted then the Contractor is required to notify in writing at least four (4) working days in advance, the following listed agencies, the time and date of the closure.

<u>AGENCY</u>	<u>TELEPHONE NUMBER</u>
City of Hidden Hills City Hall	(818) 888-9281
Los Angeles County Sheriff (Hidden Hills)	(818) 878-1808
L.A. County Fire Department (Hidden Hills)	(818) 222-1107
Waste Management (Waste Hauler)	(805) 955-4342
Venco (Street Sweeper)	(805) 201-0040
MTA (bus)	(800) 266-6883
School District	(818) 880-4000
United States Post Office	(818) 347-4056
Hidden Hills Community Association	(818) 227-6657

#### 9-46 FURNISHING AND APPLYING WATER

The Contractor shall make provisions for water necessary for construction, such as but not limited to backfill consolidation, and cleanup. Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and for cleanup and no additional compensation will be made therefor. Fire hydrant water meters must be obtained from Las Virgenes Municipal Water District at (818) 251-2158.

#### 9-47 AS-BUILT DRAWINGS

The Contractor shall maintain current, accurate and fully dimensioned plans defining all as-built conditions thereon, and shall mark in the field the curbs or identify by other acceptable means the location of all laterals and dead-ends, service laterals, and manholes, etc. Said as-built plans shall be made available to City's Engineer upon request for documentation during the project and before project completion.

#### 9-48 PROTECTION OF WORK AND PUBLIC

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of any vandalism. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with the Special Provisions. Full compensation shall be considered as included in the prices for various contract items.

The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his/her operations, and failure to control such dust shall be cause for the Engineer to suspend the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

#### 9-49 CONTRACTOR'S DAILY REPORTS

The Contractor shall complete consecutively numbered daily reports indicating manpower and narrative description of work performed, serviceable-major equipment in use, serviceable major

equipment idled, serviceable major equipment down for repairs, sub-contractors working at site, weather conditions, and date. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Engineer. The daily reports shall be submitted to the Engineer on a schedule determined at the pre-construction meeting.

#### 9-50 REQUEST FOR ADDITIONAL WORKING DAYS

The Contractor shall notify the Director of Public Works in writing within 7 calendar days, when the Contractor believes that he/she is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday for cause defined in the Section 6-6.1 of the Standard Specifications or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1 of the Standard Specifications. The Contractor's failure to give written notice shall constitute a waiver of all claims for an additional work day, whether direct or consequential in nature and that day will be counted as a working day.

#### 9-51 LANDSCAPE SPECIFICATIONS

Landscape shall be installed per the Standard Specifications.

## **SPECIAL PROVISIONS**

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 2 (Construction Materials), Part 3 (Construction Methods) and Part 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

### **SECTION 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS**

##### **200-2.7 Disintegrated Granite**

##### **200-2.7.4 Measurement and Payment**

Payment for Decomposed Granite shall be paid at the contract price per Linear Foot (LF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, hauling, disposing, saw cutting and incidentals for the Installation of Decomposed Granite and edging complete in place and no additional compensation will be made therefor.

### **SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS**

#### **201-1 PORTLAND CEMENT CONCRETE**

##### **201-1.1 Requirements.**

##### **201-1.1.1 General.**

The same brand type, source of cement, and aggregate shall be used for all Portland cement concrete per the approved submittal.

Fly ash shall not be used.

### **SECTION 203 - BITUMINOUS MATERIALS**

#### **203-6 ASPHALT CONCRETE**

##### **203-6.1 General.**

Asphalt concrete material used for remove and replace, repairs within the roadway shall be Class and Grade C2-PG 64-10 for base course and D1-PG 64-10 for finish course.

### **SECTION 211 - MATERIAL TESTS**

211-4 HAND HELD VISCOMETER TEST.

211-4.2 Calibration

The second and third sentences are hereby deleted and replaced with the following:

In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder. While holding the viscometer level, turn the spindle on and watch the needle on the viscometer dial and record the maximum value obtained on the dial.

**SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS**

301-1 SUBGRADE PREPARATION

301-2 UNTREATED BASE

301-2.4 Measurement and Payment is amended by adding thereto the following paragraphs:

Measurement and Payment for Class II Aggregate Base shall be per linear foot (LF) of aggregate base compacted in place within the limits and the dimensions shown on the Plans and shall include but not limited to furnishing all labor, tools, material, equipment, grading and compaction of subgrade, hauling, and incidentals for doing all work involved in construction of this item to the lines and grades shown on the plans, and no additional compensation will be allowed therefore.

**SECTION 302 - ROADWAY SURFACING**

302-5 ASPHALT CONCRETE PAVEMENT

302-5.4 Tack Coat.

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be backed is below 60° F in the shade.

302-5.9 Measurement and Payment

Payment for Temporary AC, complete in place, shall be included with other lines of work, and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation, tack coat, and incidentals required to construct the pavement, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

## **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ACCESS RAMPS, AND DRIVEWAYS**

#### **303-5.1 Requirements.**

Subsection 303-5.1 is hereby amended thereto by adding the following paragraphs:

##### **303-5.1.1 General.**

Concrete areas behind sidewalks, driveways and right-of-way shall be considered as walks. The Contractor shall protect all new concrete installations from damage by others (subcontractors or the general public such as, blemishes, water stains, stress cracks, graffiti markings, etc.). The removal and replacement of damaged concrete work shall be performed and no additional cost to the Agency (City).

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal, unless otherwise noted. Color shall be dark gray or City select.

Payment of detectable warning surface shall be included in the unit price bid for removal and construction of new curb ramps per Caltrans Std Plan A88A.

Payment for modification of existing curb ramp shall include the removal and replacement of existing PCC ramp approach including chevron area, and installation of detectable warning surface per Caltrans Std Plan A88A and no additional payment thereof.

#### **303-5.4 Joints.**

##### **303-5.4.1 General.**

Subsection 303-5.4.1 General is amended by adding thereto the following paragraph:

Tooled Joints, Cold Joints, and Expansion Joints shall follow the patterns shown on the Plans. Where no pattern is shown, joint intervals shall be spaced equally, and shall not exceed the width of the walk.

##### **303-5.4.2 Expansion Joints.**

Subsection 303-5.4.2 Expansion Joints is amended by adding thereto the following paragraph:

Expansion joints shall be placed against all walls and structures, and

around all penetrations of walk, such as posts, poles, or equipment foundations. In non-reinforced slabs, exceeding 8 feet in width, expansion joints shall be placed at a minimum in the longitudinal centerline, and regularly spaced at intervals not exceeding the width of the slab.

#### 303-5.6 Curing.

The first paragraph of Subsection 303-5.6 of the Standard Specifications is hereby deleted and replaced with the following:

Immediately after finishing operations are complete, Type 1-D concrete-curing compound shall be applied at a rate of one gallon per 150 square feet (1 liter/3.68 m<sup>2</sup>).

#### 303-5.9 Measurement and Payment.

Subsection 303-5.9 Measurement and Payment is amended by adding thereto the following paragraphs:

Payment for **curbs, walks, gutters, cross gutter spandrels, and driveways** shall be paid at the contract price bid for those bid items and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, removal, hauling, disposing, compaction, and incidentals for the removal and construction of those items and no additional compensation will be made therefor.

Payment for **Curb Ramp Per Caltrans Std. A88A Case F** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, slot paving, disposing, installation of truncated domes, retaining curb, and incidentals for the construction of curb ramps and no additional compensation will be made therefor.

Payment for **Curb Ramp Per Caltrans Std. A88A Case CH** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, slot paving, disposing, installation of truncated domes, retaining curb, and incidentals for the construction of curb ramps and no additional compensation will be made therefor.

## SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

### 306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

- a. Material that Contractor believes may be material that is hazardous waste,



as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

All tunneling shall be backfilled with 1-1/2 sack slurry.

Excavations for appurtenant structures, such as but not limited to manholes, transition structures, junction structures, vaults, valve boxes, catch basins, thrust blocks, and boring pits shall, for the purpose of shoring and bracing, be deemed to be in the category of trench excavation.

Excavation shall include the removal of all excess excavated materials and all water and materials of any nature, which interfere with the construction work.

When the actual elevation or position of any existing pipe, conduit, or other underground appurtenances cannot be determined without excavation, the Contractor shall excavate and expose (pothole) the existing improvement at the location shown on the Plans. If the Engineer deems it necessary, other locations as specified within the project limits shall also be excavated and exposed. Such excavation shall be performed as a separate independent operation prior to

start of any of the construction for the project and considered as part of the excavation necessary for the work. All cost of mobilization for potholing as such a separate operation shall be included in the prices bid for pipe construction.

The Engineer shall be given the opportunity to inspect the existing improvement when it is exposed. Any adjustments in line or grade which may be necessary to accomplish the intent of the Plans shall be made. Mobilization for the remainder of project construction shall be performed only after Engineer provides necessary design adjustments.

Removal and replacement of curb or curb and gutter shall be minimum 8 feet in length and shall span to any existing crack or joint within 8 feet of the minimum length span. If joins between existing and replaced spans are made with a dowel epoxied in place or with an epoxy joint, then the existing adjacent minimum length to crack or joint may be reduced to 3 feet.

306-3.5 Maximum Length of Open Trench. The first paragraph is hereby replaced with the following:

Except by permission of the Engineer, the maximum length of open trench where prefabricated pipe is to be placed shall be the distance necessary to accommodate the amount of pipe installed in a single day. This distance shall be defined as the total length at any location of open trench excavation, pipe laying and appurtenant construction, and backfill over which temporary resurfacing has not been placed.

#### 306-4 SHORING AND BRACING

Within this section the term 'Department' when referenced means the State of California, Department of Industrial Relations.

The Contractor shall be fully responsible for securing the design and the furnishing and installing, of adequate shoring, fencing and covers to protect all excavations from slides, cave-ins, and the public from hazard conditions. The excavations and shoring's; therefore, shall be such as to protect all existing improvements and utilities from any damage and to be fully compatible with all requirements for traffic and access and the safe performance of the work.

Except as otherwise specified herein below, excavations 5 or more feet in depth shall be shored such that the sides will be supported in accordance with the requirements set forth in LACDPW Standard Plan 3090-1. Where the use of shields are proposed in lieu of shoring, their use shall be in accordance with Standard Plan 3090-1 and shall be subject to restrictions shown thereon. The restrictions on the use of shields, when a utility is in Zone A, as shown on the Standard Plan, may be waived provided that: (1) the Contractor submits written approval from the owner of the utility for his proposed construction method; and (2) the Contractor complies with any support or protection method the utility company requires and submits utility requirements to the Department for enforcement.

Shoring systems and shields shall be designed by a Civil or Structural Engineer registered as such by the State of California. The design shall be based on "Kw" values and soil parameters not less than those specified in the Special Provisions plus a uniform surcharge of at least 72 p.s.f. from the walls of the trench. If these items are

not included in the Special Provisions, they shall be determined by the designer of the shoring system. Structural steel design shall be in accordance with the current edition of the AISC Manual for Steel Construction. Timber design shall be in accordance with National Specification for Stress-Grade Lumber and Its Fastenings. Allowable stresses specified in the listed publications may be increased by one-third. The maximum allowable timber flexural stress shall not exceed 2,000 pounds per square inch. This includes the one-third increase.

Unattended excavations shall have public protection measures as shown on LACDPW Standard Plan 6008-1.

Excavations 5 or more feet in depth for catch basin and connector pipe may be shored with a support system designed in accordance with the criteria set forth on LACDPW Standard Plan 3090-1 or with a system that meets the requirements in Paragraph 1541 of the Construction Safety Orders of the State of California, Department of Industrial Relations, except that where aluminum rails or walers are used for hydraulic shoring, they shall be heavy duty. Use of shields shall be as specified above. If the support system is designed in accordance with LACDPW Standard Plan 3090-1, the plans shall be prepared by a Civil or Structural Engineer, registered as such in the State of California. The design shall be based on "Kw" values not less than those specified in the Special Provisions or, if they are not included in the Special Provisions, they shall be determined by the designer of the shoring system.

Excavations less than 5 feet in depth need not be shored unless they are made at the locations or in the types of soil where hazardous ground movement is encountered, in which case the excavations shall be shored as specified hereinabove.

The criteria given on LACDPW Standard Plan 3090-1 and in the Special Provisions are MINIMAL for the conditions shown thereon. In addition to shoring the excavations as specified above, it shall be the Contractor's responsibility to provide any and all additional shoring required to support loads which may exceed those derived by using the criteria set forth on said plans. It shall also be the Contractor's responsibility to provide adequate shoring for the protection of existing improvements in the vicinity of any excavation. The design and details of the shoring system, as submitted, shall reflect the additional shoring necessary to provide for these loads and the required protection. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring to support the excavations under any and all of the conditions of loading which may exist or which may arise during the construction of the project.

The provisions of this subsection shall not apply to the support of excavations required for tunneling, boring, jacking, or other similar underground excavations. However, shoring for jacking pits or similar open excavations used in connection with such work shall be governed by the requirements included in these provisions. Support of excavations for tunnels shall be in accordance with the Special Provisions and support of excavations for boring, jacking, or other similar underground excavations shall be in accordance with the Tunnel Safety Orders of the State of California, Department of Industrial Relations. Design calculations and details for the excavation support system for tunnels, including pilot tunnels utilized in jacking operations, shall be submitted to the Department for acceptance. Details of the submittal shall be the same as outlined herein below for open cut shoring systems.

Prior to the beginning of work, the Contractor shall designate, in writing, to the Department someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing.

The Contractor's attention is directed to the provisions of the paragraph entitled "Examination of Site, Plans, and Specifications" in the Instructions to Bidders. The Contractor shall make no claim against the Department for extra compensation for changes in the method of shoring excavations, which may be required because of lack of knowledge of the character of the project work.

Prior to beginning excavations requiring shoring, as specified hereinabove, the Contractor shall prepare and submit to the Department for review details of his proposed shoring system on reproducible drawings and three prints each of data sheets showing the reaches, design criteria, calculations, sketches, sequence of placement and removal, and other data required in order to shore the excavation for the appropriate cases of shoring expected to be used on this project. Drawing and calculations shall bear an original Signature of the Registered Engineer.

Where shields are to be used, the reproducible shield plans shall include a typical cross section of the proposed conduit showing adjacent utilities. If a previously approved shield is to be used, submittal of calculations for the shield are not required if the current calculated load does not exceed the load for which the shield was previously approved. If it is requested that the limitation on the use of shields in the vicinity of existing utilities be waived, the submittal also shall include the written statements from the affected utility companies and reproducible drawings and calculations of the required utility support.

The submitted drawings should be of the same format shown on LACDPW Standard Plan 3091-1. In particular, the sheets shall indicate the methods of sheeting, shoring, and bracing which will be used, applicable reaches, and the installation and removal sequence. The sheets shall also show the positioning of said sheeting, shoring and bracing with respect to the planned location of the proposed structures. Existing improvements, which may be affected by the proposed excavation, shall also be shown. The drawings shall include a statement to the effect that in preparing the shoring details the proposed construction procedures were considered and the details hereon are compatible with these procedures. It is the Contractor's responsibility to submit to the Department all test data and calculations required to substantiate the load supporting ability of special components of shoring systems, such as screw jacks, speed shores, etc.

Drawings and supporting data shall be transmitted by letter to the Department for acceptance at least 21 days before accepted drawings will be required for commencing the work. The initial submittal shall include the required data for the entire project. Partial submittals will not be processed.

A detailed review of the submitted plans will be performed by the Department. The review will be for the purpose of determining that the following items have been considered and are in accordance with the stated criteria. The items are:

- (1) Soil Loads.

- (2) Surcharge Loads, including effect of existing improvements.
- (3) Method of Analysis.
- (4) Allowable Stresses, including soil stresses where applicable.
- (5) Protection of Existing Improvements.
- (6) Feasibility of Construction.
- (7) Delineation of Criteria.
- (8) Calculations.
- (9) Statement of Applicable Reaches.
- (10) Original Signature of Designer

If the submitted plans are in conformance with the shoring criteria and the project specifications, the Department will sign the submitted drawings. The original will be forwarded by letter to the Contractor.

As construction progresses, should a type of soil be encountered which requires a different method of shoring of greater strength than previously accepted by the Department, or should a situation or condition arise which in the opinion of the Engineer and/or California Division of Occupational Safety and Health requires additional shoring, then the Contractor shall submit for acceptance revised shoring details, and work in the affected excavations shall be discontinued until the revised shoring details have been accepted. The preparation and furnishing of such revised details shall be done as specified above for the Contractor's proposed method of sheeting, shoring and bracing for the project excavations. All of the above-specified provisions concerning submittal by the Contractor, commencement of work on sheeting, shoring and bracing by the Contractor, and action to be taken by the Engineer and the Contractor shall apply in the event a different type of additional sheeting, shoring, and bracing is required beyond that originally contemplated by the Contractor.

Acceptance of the Contractor's submitted plans shall not be construed to invalidate other provisions of these Specifications, which may be affected by the accepted method of shoring such as, but not limited to, the requirements concerning street closures, detours, barricades, and utilities. In this connection, and particularly where excavation walls are sloped, the Contractor is reminded of his responsibility for maintaining access, for maintaining the number and width of traffic lanes specified, and for performing exploratory excavations for and the protection and maintenance, in place, of existing improvements.

Acceptance of shoring for excavations with either vertical or sloping banks shall not be construed to have altered any pay lines shown on the drawings.

Attention is directed to the trench width, "W," distances on LACDPW Standard Plan 3080-2. The design of the conduit and the shoring is based on this maximum width. If the trench width exceeds the maximum design width, the pipe bedding, pipe D-Load and the shoring shall be redesigned. The Contractor shall be responsible for any additional costs due to the increased trench width.

If excavations are supported employing used materials, such materials shall be free from defects, which may impair their protective function. Used materials, which are damaged or are otherwise defective to the extent that they will not safely perform their intended function, shall not be used in supporting excavations. It shall be solely the Contractor's responsibility to furnish sheeting, shoring, and bracing of such grades and stresses as

specified on the submitted drawings.

The limits of the excavation shall be within the right-of-way shown on the contract drawings unless the Contractor obtains permission from the adjacent property owners to extend the excavation into their property. Such permission shall be stated in writing and forwarded to the Department with the shoring plans.

(b) Vertical Shores for Supporting Trench Excavations.

H-beams, piles, or other similar supports for excavation shall be placed in holes drilled to the bottom of the excavation and then driven the remainder of the required depth. Drilled holes shall be filled with jetted sand with a sand equivalent of 30. Where sonic pile hammers or other similar devices are approved by the Engineer, the vertical supports may be driven the entire depth.

In lieu of the above method, vertical support may be placed in holes drilled to the full depth required and backfilled to subgrade. Backfill shall be trench backfill slurry. However, where the in-situ material is granular and free-draining, the backfill may be sand meeting the requirements of 200-1.5. Slurry shall be placed 72 hours prior to excavating and sand shall be flooded 24 hours prior to excavating. Calculations for embedment depth shall be based on beam width, not hole diameter.

When driving the vertical supports, as well as when drilling the holes, the Contractor shall take care to avoid damage to any and all existing improvements and utilities.

At locations where the drilling of such holes is impractical because of the existence of running sand, rocks, or other similar conditions, and provided impracticability is demonstrated to the satisfaction of the Engineer by actual drilling operations by the Contractor, the Department may, upon request of the Contractor, approve, in writing, the use of means other than drilling for the purpose of placing the vertical supports. Such other means, however, must be of a nature, which will accomplish, as nearly as possible, the purpose of drilling, namely, the prevention of damage to existing surface or subsurface improvements, both public and private. Unless otherwise specified, all costs for this work shall be included in the price bid for the Shoring of Excavations pay item.

The above specifications shall not apply to driven sheet piling where such piling is necessary, because of the type of material being excavated, to adequately and safely support the excavation.

Immediately after the drilling for or extraction of a pile, the Contractor shall place a steel cover over the hole which shall be left in place until the pile is inserted or the hole is filled, as applicable. The cover shall be heavy enough to withstand traffic, be anchored to prevent lateral movement, and weigh a minimum of 75 pounds. Drilling or pile extraction will not be permitted until covers are on the site and available for immediate use.

The minimum required depth of penetration below the bottom of the excavation for vertical shores requiring soil pressure for stability shall be determined using soil resistance based on the following equations, the resultant of which shall be applied at a distance X below the bottom of the excavation:

Case No.	Equation	X-Ft	Min. D - F
1	$F_p = E (D-D1)^2$	2D/3	D1 + 2'
2	$F_p = A (D)^2$	2D/3	2'
3	$F_p = A (D)^2 + B (D)$	$(D/2) + \{D(0.167) / [1 + (B/AD)]\}$	2'
4	$F_p = A (D-D1)^2$	2D/3	D1+2'

Where

- $F_p$  = Resultant force in pounds per foot of width of vertical shore.  
 $D$  = Minimum depth of penetration in feet below the bottom of the excavation.  
 $D1$  = Distance in feet between bottom of excavation and point of zero pressure.  
 $X$  = Distance in feet between bottom of excavation and line of action of  $F_p$   
 $A, B, \& E$  = Soil parameters for continuous abutting vertical shores.  
(Values may be doubled for single or spaced vertical shores).

Applicable Case No. D1 and soil parameters are to be used in conjunction with LACDPW Standard Drawing No. 3090-1 and are provided in the Special Provisions. In cases where this information was not available at the time of preparation of the Special Provisions, it may be obtained by calling the LACDPW at (626) 458-7810. It should be noted that this type of system is subject to the restriction that the distance from the bottom of the excavation to the lowest strut shall not exceed 15 feet. It should be further noted that this information is not applicable to the design of cantilevered shoring or sheet piling. If soil data is not provided in the Special Provisions, it may be obtained as noted above.

The shoring submittal must be stamped and signed by a California registered civil or structural engineer. The submitted shoring design must provide appropriate continuous full support. The completed shoring drawings must include detailed procedures for the installation and removal of the shoring. The design calculations must follow the guidelines set forth in Title 8, Chapter 4, Article 6 of the California Code of Regulations (CCR) and accepted methods of analysis must be used. Loads must be in accordance with the CCR or a soils report by a geotechnical consultant. All members must be secured to prevent sliding, falling, or kick-outs.

(c) Payment. Payment for shoring of open excavations will be made per section 306-15.2. Any jacking shall be included in the prices bid for the applicable items. No change will be made in the amount to be paid for the shoring of open excavations as a result of any required revisions in the shoring plans.

### 306-6 BEDDING

306-6.1 General. The last paragraph of Subsection 306-6.1 is hereby replaced with the following:

The trench bottom shall be graded to provide a smooth, straight, firm and stable alignment upon which the specified bedding material can be placed to form a firm foundation at every point throughout the length of the pipe, excepting the sockets, collars or joints. At each joint in the pipe, the bedding shall be recessed in such manner as to relieve the socket, or

coupling from all loads and to ensure continuous bearing along the pipe barrel. The recess shall be large enough to allow joining of the pipe without foreign material entering the pipe. If any trench, through the neglect of the Contractor, is excavated below the grade required by the Plans, Standard Specifications, and/or these Special Provisions, it shall be refilled to grade with additional bedding. The excess excavation and the additional bedding shall be at no expense to the Agency.

Any additional bedding shall be in accordance with Section 217 of the Standard Specifications and these specifications

### 306-15 PAYMENT

#### 306-15.2 Shoring and Bracing

*Replace section 306-15.2 with the following:*

Payment for **Shoring and Bracing** shall be paid for at the contract unit price per **Lump Sum (LS)** and shall include all labor, materials, equipment, tools, and incidentals required to design, install and remove shoring and bracing complete in place, and no additional compensation will be made therefor.

#### 306-15.9 Temporary Resurfacing.

*Replace section 306-15.9 with the following:*

Payment for all temporary resurfacing shall include furnishing, placing, maintaining, removing, and disposing of such temporary resurfacing materials until the permanent resurfacing is placed, will be considered to be included within the bid item for which the excavation was performed, and no additional compensation shall be allowed therefor.

## **SECTION 400 - PROTECTION AND RESTORATION**

### 400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

### 400-2 PERMANENT SURVEY MARKERS

Subsection 400-2 PERMANENT SURVEY MARKERS paragraph two (2) is hereby deleted and amended thereto by the following paragraph(s):

The Contractor shall submit to the Engineer a minimum of seven (7) days prior to the start of Work a list of controlling survey monuments which may be disturbed. The Contractor shall bear the expense of replacing any survey monuments that may be disturbed without permission. Payment of preservation and replacement of survey monuments shall be made per Subsections 3-10.3 Survey Service, 309-4 Payment and 400-3 Payment. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil engineer authorized to practice land surveying within the state. The Contractor will hire a licensed Engineer to:



- a) Set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) File a Corner Record or Record Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) File a Corner Record or Record Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

#### 400-3 PAYMENT

Subsection 400-3 PAYMENT first paragraph is hereby deleted and amended thereto by the following paragraph:

No separate or additional payment will be made for 1) protection of existing improvements, and 2) restoration of existing improvements. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid. Permanent survey markers will be restored at the Contractor own expense.

**UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM**

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

**Dig Alert Identification Number:** \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

### 402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

### 402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

### 402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

### 402-5 DELAY DUE TO UTILITY CONFLICTS

Subsection 402-5 DELAY DUE TO UTILITY CONFLICTS the second paragraph is hereby deleted and amended thereto by the following two (2) paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 402-1. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 24 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

### 402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-7 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**SECTION 600 – ACCESS**

600-1 GENERAL

Subsection 600-1 GENERAL is hereby amended thereto by adding the following paragraphs:

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

All work shall be scheduled so that all areas are open to traffic between 8:00 p.m. and 7:00 a.m. the following day.

Traffic shall be directed through the project with warning signs, cones and flagpersons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

Horse trail adjacent to the project shall be closed during construction and contractor shall provide and maintain closure signs and barricades.

Subsection 601-3.4.1 Operation and Maintenance is hereby amended thereto by adding the following paragraph:

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by Agency forces shall be back charged to the Contractor based on the actual costs, plus Agency overhead and withheld from the final payment.

Subsection 601-3.5.1 General paragraph three (3) is hereby deleted and amended thereto by the following paragraph:

Temporary "No Parking" and "No Stopping" signs shall be installed at least forty-eight (48) hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provision. The temporary "No Parking" and "No Stopping" signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

# **APPENDIX A**

## **Plans and Details**