NOTICE TO BIDDERS

CITY OF AGOURA HILLS

CONTRACT DOCUMENTS

FOR

KANAN ROAD MEDIAN LANDSCAPE IMPROVEMENT PROJECT

NIB # 17-02

CITY OF AGOURA HILLS
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NOTICE INVITING BIDS

FOR

KANAN ROAD MEDIAN LANDSCAPE IMPROVEMENT PROJECT [the “Project”]

NIB # 17-02

NOTICE IS HEREBY GIVEN that the City of Agoura Hills, California (“City”) invites sealed bids for the Project. The City will receive such bids at City Hall, 30001 Ladyface Court, Agoura Hills, California 91301 up to 10:00 a.m. on Thursday, October 26, 2017, at which time they will be publicly opened and read aloud.

All bids must be made on the form furnished by the City. Each bid must be submitted in a sealed package addressed to the City Clerk with the Project name and identification number typed or clearly printed on the lower left corner of the package. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the bid opening date.

INCORPORATION OF STANDARD SPECIFICATIONS

The latest edition of "Standard Specifications for Public Works Construction" and current Supplements (collectively “Standard Specifications”) are incorporated into these Contract Documents by this reference, as amended by the provisions of these Contract Documents. The Work described herein shall be done in accordance with the provisions of the Standard Specifications insofar as the same may apply, and in accordance with these Contract Documents.

SCOPE OF WORK

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to remove existing irrigation and groundcover, install new irrigation, landscaping and rock cobble hardscape noses within the medians along Kanan Road, between Idle Drive and Tamarind Street, including installation of a reclaimed water service assembly and a new irrigation controller, as more clearly 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 approximate 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.

OBTAINING BID DOCUMENTS

Due to the City’s continuing effort in implementing “green” policies, the City encourages potential Bidders to obtain free copies of the Plans, Specifications and other Contract Documents online by visiting http://projects.ci.agoura-hills.ca.us. Potential Bidders may buy the printed Plans, Specifications and other Contract Documents for the Project at Agoura Hills City Hall, 30001 Ladyface Court, Agoura Hills, California for a non-refundable fee of $50.00 per set. The City must receive payment before these documents will be provided. These documents will not be mailed.

EMAIL ADDRESS

Anyone obtaining Contract Documents must immediately supply the City Engineer with an email address if that person or entity wants the Addenda and other information transmitted by email. The City shall also send all such documents by U.S. Mail. The City does not guarantee that it will provide any information by email, and a Bidder shall have no recourse due to not receiving such an email.
REQUESTS FOR CLARIFICATION

If you discover any error, omission, ambiguity or conflict in the Plans or Specifications and wish to have a clarification, please fax or email your request for clarification to the City Engineer such that it is received by him or her no later than ten (10) Days before Bid opening. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in your request for clarification.

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.

PREVAILING WAGES

In accordance with Labor Code Section 1770 et seq., this Project is a “public work,” and thus, the Contractor and any Subcontractors must 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 City Engineer, and are available to any interested party upon request. Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. Contractor shall post job site notices, as prescribed by regulation. This Project is subject to compliance monitoring and enforcement by the DIR.

INSURANCE AND WARRANTY

The Contractor shall provide insurance in accordance with Section 7.3 of the Standard Specifications and Section 7-3 of the General Provisions. In addition, the Contractor shall guarantee and warranty all Work against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the Work was completed and accepted by the City.

BONDS

Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, each of which must be made payable to the City, in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon award of Contract, Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. Before acceptance of the Project, Contractor shall submit warranty/maintenance Bonds that are valid for one (1) year from acceptance, in the amount of one hundred percent (100%) of the Contract Price; in lieu of the warranty Bond, Contractor may submit proof from the Surety that the performance Bond has been extended for the appropriate duration of time. All Bonds must be issued by a California admitted Surety insurer and submitted using the required forms, which are in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into a valid contract, including the submission of all required Bonds and insurance coverages, with the City within fifteen (15) Days after the date of the delivery of the contract forms to the Bidder, shall constitute a material breach and subject the Bid security to forfeiture to the extent provided by law.
LICENSES

The Bidder shall possess a valid Class “A” Contractor’s license issued by California State Contractors License Board at the time of the Bid submission. 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 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 Contract, the securities shall be returned to the Contractor. Alternatively, Contractor may request that the City make payments of earned retentions directly to an escrow agent at Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

TRADE NAMES OR EQUALS

Requests to substitute an equivalent item for a brand or trade name item must be made by written request within thirty-five (35) days of Contract award. 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. If the product is acceptable, an Addendum shall be issued so indicating.

LIQUIDATED DAMAGES

All Work shall be completed within 45 Working Days following the date specified in the written Notice to Proceed from the City. There will be a $600.00 assessment for each Day that Work remains incomplete beyond the time specified for the completion of the Work in the Contract Documents.

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 and to make awards in all or part in the best interest of the City.

By:  

City Engineer  

Date  

10/3/17
INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL: Proposals shall be made on the Proposal forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting “N/A” (for non applicable) where necessary. The Proposal shall be enclosed in a sealed envelope bearing the name of the Bidder and the name of the Project as described in the Notice Inviting Bids.

DELIVERY OF PROPOSALS: The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. The time of delivery shall be definitively determined by the time-stamping clock located at the City Clerk’s office. It is the Bidder’s sole responsibility to see that this Proposal is received in proper time, and Bidders assume all risks arising out of the means of delivery. Any Proposal received after the scheduled closing time for receipt of Proposals may be returned to the Bidder unopened. Bidders or their authorized agents are invited to be present for Bid opening.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a Proposal will render it non-responsive and may be cause for rejection. The complete Proposal form must be without interlineations, alterations or erasures. No oral, telegraphic or telephonic Proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The Proposal may be withdrawn upon request by the Bidder without prejudice, provided that the request is in writing, has been executed by the Bidder or his or her duly authorized representative, and is filed with the City Engineer before the date and time fixed for opening of Bids. No Proposal may be withdrawn during the period of sixty (60) Days after the opening of Proposals.

BIDDER’S SECURITY: In accordance with Public Contract Code Section 20170 et seq., each Proposal 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 the Bidder will execute the Contract if it is awarded to him or her in conformity with the Contract Documents and all Addenda issued before Bid opening, and shall provide the evidence of insurance and furnish the necessary Bonds as specified in the Contract Documents and all Addenda issued before Bid opening, within fifteen (15) Days after written notice of the award. In case of the Bidder’s refusal or failure to do so, the cash, check, or Bond, as the case may be, shall be forfeited to the City pursuant to Public Contract Code Section 20172, except as provided in Public Contract Code Section 20174. Under Section 20174, if the lowest responsible Bidder fails or refuses to execute the Contract, the City may award the Contract to the next lowest responsible Bidder; if the City does so, the amount of the lowest Bidder’s security shall be applied by the City to the difference between the lowest Bid and next lowest Bid, and the surplus, if any, shall be returned to the lowest Bidder or to his or her Surety. No Bidder’s Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE: The quantities shown in the Proposal form or elsewhere herein shall be considered as approximate only, being listed for the purpose of serving as a general indication of the amount of Work or materials to be performed or furnished, and as a basis for the comparison of Bids. The City does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond with those shown, but reserves the right to increase or decrease the amount of any item or portion of Work or material to be performed or furnished or to omit any such item or portion, in accordance with the Contract Documents or any Addenda issued before Bid opening, without any way invalidating the Contract, should such increase, decrease or omission be deemed necessary or expedient.

ADDENDA: The City Engineer may, from time to time, issue Addenda to the Contract Documents. Parties that have obtained the Contract Documents shall be notified of and furnished with copies of such
Addenda, either by certified mail, personal delivery, or facsimile during the period of advertising at no additional cost. The City may determine, in its sole discretion, whether an Addendum requires the postponement of the date set for opening Bids. The announcement of the new date, if any, shall be made within the Addenda. Please Note: Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the City to verify that he or she has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in its Proposal. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

DISCREPANCIES IN PROPOSALS: The Bidder shall set forth as to each item of Work, in clearly legible 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 total 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 “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the “Total” column shall be the unit price.

2. As to unit price items, the amount set forth in the “Total” column shall be divided by the estimated quantity for the item 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 selecting the lowest responsible Bidder, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Work covered by the Proposal. To this end each Proposal shall be supported by a statement of the Bidder’s experience on the form titled “Information Required of Bidder” found herein. No agreement for the Work will be executed with a contractor who is not licensed in accordance with the laws of the State under applicable provisions of the Business and Professions Code, and with any applicable specific licensing requirements required by this Project as specified in the Contract Documents. These licensing requirements for Contractors shall apply also to all Subcontractors.

BIDDER’S EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each Bidder must carefully examine the site of the Project, the entirety of the Contract Documents and all Addenda issued. Upon submission of a Proposal, it will be assumed 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 Proposal submission, it shall be further assumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents and all Addenda issued. The submission of a Proposal shall be considered conclusive evidence that the Bidder has made such an examination and consents thereto. No information derived from an inspection of records or investigation will in any way relieve the Contractor from his or her obligations under the Contract Documents or any Addenda issued nor entitle the Contractor to any additional compensation. By submitting his or her Proposal, the Contractor agrees not to make any claim against the City based upon ignorance or misunderstanding of any condition of the Work site or of the requirements set forth in the Contract Documents or Addenda. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items.

DISQUALIFICATION OF BIDDERS: No Person shall be allowed to make, file or be interested in more than one Bid for the same project, unless alternate Bids are specifically called for. A Person that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime Proposal. 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 Proposal 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 Proposals or any parts thereof or to waive any irregularities or informalities in any Proposal or in the bidding. The award of the Contract, if made, will be to the lowest responsible Bidder within sixty (60) Days after the opening of the Proposals, except that the award may be made after that period if the successful Bidder has not given the City written notice of the withdrawal of his or her Bid.

**ADDITIVE OR DEDUCTIVE ITEMS:** If additive or deductive items are included in a Bid, the lowest Bid shall be the Proposal with the lowest Bid price on the base amount without consideration of the prices on the additive or deductive items. These determination methods shall be used regardless of whether additive or deductive items are required, which in any case shall be at the City's discretion.

**LISTING SUBCONTRACTORS:** Each Bidder shall submit a list of the proposed Subcontractors on this Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). A form for this purpose is furnished with the Proposal. The Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

**EXECUTION OF CONTRACT:** The Bidder to whom award of the Project is made shall execute a written contract with the City in the form included in these Contract Documents within fifteen (15) Days from the date of mailing of written notice of the award. This Bidder shall also secure all insurance and Bonds as herein specified, and provide copies therefor to the City, within fifteen (15) Days from the date of mailing of written notice of the award. Failure or refusal to enter into 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 the event the Bidder to whom an award is made fails or refuses to execute the Contract within that time, the City may declare the Bidder's security forfeited, and the City Council may award the Work to the next lowest responsible Bidder, or may call for new Bids. Where the City Council awards the Work to the next lowest responsible Bidder, pursuant to Public Contract Code Section 20174, the amount of the lowest Bidder's security shall be applied to the difference between the lowest and next lowest Bid and the surplus, if any, shall be returned to the lowest Bidder or to his or her Surety. If the second lowest responsible Bidder fails or refuses to execute the Contract, the City Council may award the Contract to the third lowest responsible Bidder pursuant to Public Contract Code Section 20174.

**SIGNATURES:** The Bidder or his, her or its authorized representative shall execute all documents requiring signatures, including but not limited to various forms in the Proposal, various forms in the Contract, and Bonds. Bidders shall provide evidence satisfactory to the City, such as an authenticated resolution of its Board of Directors or a Power of Attorney, indicating the capacity of the person signing the Proposal to bind the Bidder to each Proposal and to any Contract arising therefrom.

**INSURANCE AND BONDS:** The Contractor shall not begin Work under the Contract until it has given the City evidence of all required insurance coverage, including all additional insured endorsements. The Contractor also shall not begin Work under the Contract until it has furnished to the City two Bonds: one guaranteeing the Contractor’s faithful performance of the Contract, and other securing the payment of claims for labor and material. Each of these Bonds shall be executed in a sum equal to the Contract amount. Before acceptance of the Project, the Contractor shall submit warranty/ maintenance Bond(s) that are valid for one (1) year from acceptance, as further described in the General Provisions.

**INDEMNITY:** The indemnity shall be as written in Section 7.3 of the General Provisions.

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

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any Bidder is in doubt as to the intended meaning
of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he or she may submit to the City Engineer a written request for an interpretation or correction not later than ten (10) Days before Bid opening. The Person submitting the request will be responsible for its prompt delivery, and no requests will be accepted or considered after that time. Any interpretation or correction of the Contract Documents will be made only by an Addendum duly issued and mailed, with a copy of such Addendum faxed or emailed, to each Person receiving a set of the Contract Documents. 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 hereunder shall be paid by the Contractor. Contractor shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in the total Proposal.
CHECKLIST FOR BIDDERS

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

____ Completed and Signed Proposal
____ Completed and Signed Bid Schedule
____ Completed, Signed and Notarized Information Required of Bidders Form
____ Completed References Sheet
____ Attached Resume of General Construction Superintendent or on-site Construction Manager for the Contractor
____ Completed Designation of Subcontractors Form
____ Completed and Signed Contractor’s Industrial Safety Record
____ Completed, Signed and Notarized Bid Bond or Other Security
____ Signed and Notarized Non-Collusion Declaration
____ Completed and Signed Acknowledgement of Addenda
____ All Addenda (if applicable)

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

CITY OF AGOURA HILLS
KANAN ROAD MEDIAN LANDSCAPE IMPROVEMENT PROJECT [PROJECT]
NIB #17-02

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

The undersigned, as Bidder, declares that: (1) this Proposal is made without collusion with any other Person and that the only Persons or parties interested as principals are those named herein; (2) Bidder has carefully examined the Contract Documents and all Addenda as well as the site of the proposed Work; and (3) Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed and materials to be furnished. Furthermore, the undersigned agrees that submission of this Proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this Contract be awarded to Bidder, to enter into the Contract with the City of Agoura Hills to perform the proposed Project in accordance with the Contract Documents and all Addenda 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 and Addenda, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record includes all construction Work undertaken in the State by the Bidder and any partnership, joint venture or corporation that any principal of the Bidder 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 Bidder may attach any additional information or explanation of data which he or she would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this Proposal is cash, a cashier's check, a certified check or a Bidder's Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price hereof based on the quantities shown and the unit prices quoted. The undersigned Bidder further agrees that should he or she be awarded the Contract on the basis hereof and thereafter fails or refuses to enter into the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after written notice of the award, the cash, check or Bid Bond shall be forfeited to the City in accordance with Public Contract Code Section 20172, except as otherwise provided in Public Contract Code Section 20174.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to this 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 and further certifies to have been so licensed for the three (3) years immediately preceding the date of receipt of Bids. The undersigned possesses California Contractor's License Number ____________, Class ____, which expires on _________________.

Bidder's name: __________________________________________

Signature: ____________________________________________ Date: ______________________
CITY OF AGOURA HILLS

BID SCHEDULE

FOR

KANAN ROAD MEDIAN LANDSCAPE IMPROVEMENT PROJECT [PROJECT]

NIB #17-02

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 enter into the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents, as that term is defined in the Standard Specifications, to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE AMOUNT:

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<td>2-INCH RECLAIMED WATER SERVICE WITH 1 ½” METER (Bid Item No. 6 – Special Provision 706)</td>
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<td>IRRIGATION SYSTEM (Bid Item No. 7 – Special Provision 707)</td>
<td>1</td>
<td>LS</td>
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**TOTAL BASE AMOUNT**

$___________

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Section 3-2.2.1 of the Standard Specifications. 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.

**TOTAL BID PRICE IN DIGITS:** $____________________

**TOTAL BID PRICE IN WORDS:** ______________________________________________________________

Signature: ________________________________  Title: ___________  Date: ___________

Signature: ________________________________  Title: ___________  Date: ___________

If additive or deductive items are included in a Bid, the lowest Bid shall be the Proposal with the lowest Bid price on the base amount without consideration of the prices on the additive or deductive items. These determination methods shall be used regardless of whether additive or deductive items are required, which in any case shall be at the City’s discretion.
INFORMATION REQUIRED OF BIDDER

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: ____________________________

(8) Original Date Issued: ______________ Expiration Date: ____________________________

(9) DIR Contractor Registration Number: ____________________________________________

(10) List the name and title of the person(s) who inspected the site of the proposed Work for your firm: ________________________________

(11) List the name and title of the person(s) who attended the mandatory pre-bid meeting for this Project, including the mandatory site visit, for your firm, if any: ________________________________

(12) Number of years experience the company has as a contractor in construction work: _________

(13) 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 Proposal:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

(14) List all current and prior D.B.A.’s, aliases, and fictitious business names for any principal having interest in this Proposal: 

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

(16) For all arbitrations, lawsuits, settlements and the like (in or out of court) the company or any principal having an interest in this Proposal has been involved with in the past five (5) years:
   a. List the names, addresses and telephone numbers of contact persons for the parties:

   b. Briefly summarize the parties’ claims and defenses:

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

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

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

(19) Has the company or any principal having an interest in this Proposal ever been terminated for cause, even if it was converted to a “termination of convenience”? If so, explain.
(20) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Proposal:

________________________________________________________

(21) For projects that the company or any principal having an interest in this Proposal 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 question (20), explain.

________________________________________________________

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

________________________________________________________

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

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

Notary Public
Subscribed and sworn to me
Signature: ____________________________

Company
Signature: ____________________________

This _________ day of ________, 20______
Title: ____________________________
Signature: ____________________________

______________________________
Signature: ____________________________

______________________________
Title: ____________________________
Signature: ____________________________

______________________________
Signature: ____________________________

______________________________
Title: ____________________________
Signature: ____________________________
REFERENCES

For all public agency projects in excess of $15,000 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 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 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 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 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.)

____________________________________________________________________________

____________________________________________________________________________

Did you 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 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 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 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 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.)

-------------------------------------------------------------

Did you 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.

-------------------------------------------------------------
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 Contractor.
DESIGNATION OF SUBCONTRACTORS  
[Public Contract Code Section 4104]

List all Subcontractors doing Work in an amount in excess of 0.5% of the Contractor's total Bid or, in the case of Bids or hours offers for the construction of Streets or highways (including bridges), in excess of 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.

<table>
<thead>
<tr>
<th>Name under which Subcontractor is Licensed and Registered</th>
<th>CSLB License Number(s) and Class(es)</th>
<th>DIR Contractor Registration Number</th>
<th>Address and Phone Number</th>
<th>Type of Work (e.g., Electrical)</th>
<th>Percentage of Total Bid (e.g., 10%)</th>
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* The percentage of the total bid shall represent the “portion of the work” for the purposes of Public Contract Code Section 4104(b).

---

1 The percentage of the total Bid shall represent the “portion of the work” for the purposes of Public Contract Code Section 4104(b).
CONTRACTOR’S INDUSTRIAL SAFETY RECORD

Bidder’s Name ____________________________________________

<table>
<thead>
<tr>
<th>Current Year of Record</th>
<th>2013</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
<th>2009</th>
<th>Total</th>
<th>Year</th>
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<tr>
<td>Number of contracts</td>
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<td>Total dollar amount of contracts (in thousands of dollars)</td>
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<td>Number of fatalities</td>
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<td>Number of lost workday cases</td>
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<tr>
<td>Number of lost workday cases involving permanent transfer to another job or termination of employment</td>
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</table>

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

Signature: ________________________________     Signature: ________________________________
Title: ________________________________     Title: ________________________________
Date: ________________________________     Date: ________________________________
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Agoura Hills ("Public Agency"), 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 Public Agency for the Work.

WHEREAS, Bidders are required under the provisions of the California Public Contract Code to furnish a form of Bidder’s security with their Bid.

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 Public Agency 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 a contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with 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 Bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California 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: ______________________________________________________________________   By: _______________________________________________________________________

   Its                                                                             Its

By: ______________________________________________________________________   By: _______________________________________________________________________

   Its                                                                             Its

(Seal)                                                                     (Seal)

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
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code 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: ____________________________

This form must be notarized.
# ACKNOWLEDGMENT OF ADDENDA

Bidder’s Name: __________________________________________

The Bidder shall signify receipt of all Addenda here, if any:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Received</th>
<th>Signature</th>
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<tbody>
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</tbody>
</table>

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.
GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The Work described herein shall be done in accordance with the provisions of the latest edition of the Standard Specifications (defined in the Notice Inviting Bids), and all supplemental modifications of the Standard Specifications, as hereinafter delineated, except for those provisions that are expressly not incorporated by a provision in these Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these modifications are compatible with the numbering in the Standard Specifications. The Special Provisions will be numbered as Sections 700 through 799. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement but do not replace the Standard Specifications, except as otherwise indicated herein.

SECTION 1. 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 - The City of Agoura Hills.

Board - The City Council of the City of Agoura Hills.

Contract Documents - As defined in Standard Specifications section 1-2, but also including the General Provisions.

County – County of Los Angeles, California

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

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 material supplied by the Contractor.

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

Prompt - The briefest interval of time required for a considered reply, including time required for approval by a governing body.

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 the Standard Specifications shall be supplemented by the list below:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Word or Words</th>
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</thead>
<tbody>
<tr>
<td>AAN</td>
<td>American Association of Nurserymen</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>AGCA</td>
<td>Associated General Contractors of America</td>
</tr>
<tr>
<td>APWA</td>
<td>American Public Works Association</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>CSI</td>
<td>Construction Specifications Institute</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electric and Electronic Engineers</td>
</tr>
<tr>
<td>NEC</td>
<td>National Electric Code</td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>SSS</td>
<td>State of California Standard Specifications, latest edition, Department of Transportation</td>
</tr>
<tr>
<td>SSP</td>
<td>State of California Standard Plans, latest edition, Department of Transportation</td>
</tr>
</tbody>
</table>

SECTION 2. SCOPE AND CONTROL OF THE WORK

Section 2-3.2 (“Self Performance”) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall perform or provide, with its own organization, Contract labor, materials and equipment amounting to at least fifty percent (50%) of the Contract Price. The Contract labor performed or provided by the Contractor shall amount to at least twenty-five percent (25%) of the total Contract labor. Contract labor shall exclude superintendence. Any “Specialty Items,” which will be identified by the City in the Bid or in the Special Provisions, may be performed by subcontract, and the amount of any such “Specialty Items” so performed may be deducted from the Contract Price before computing the amount of Contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of Contract labor, materials, and equipment subcontracted will be based on the Contract Unit Price or lump-sum price. When a portion of an item is subcontracted, the value of Contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or lump-sum price, determined from information submitted by the Contractor and subject to approval by the City Engineer.

Otherwise, the provisions below shall supplement but not replace those provisions in Section 2 of the
Standard Specifications.

2-2 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and 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 company 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.

2.4 CONTRACT BONDS

Before acceptance of the Project, Contractor shall submit warranty or maintenance Bond(s) that are valid for one (1) year from date of recordation of Notice of Completion by County Recorder, in the amount of one hundred percent (100%) of the Contract amount. In lieu of the warranty or maintenance Bond(s), before acceptance of the Project, Contractor may submit written evidence from the Surety that the performance Bond has been extended for the appropriate duration of time. Other than the details listed herein, the warranty or maintenance Bond shall adhere to the requirements for Bonds in Section 2-4 of the Standard Specifications. Nothing herein shall abridge or amend Section 6-8.3 of the Standard Specifications or the related provisions in these Contract Documents.

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. 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.

2.5 PLANS AND SPECIFICATIONS

In addition to the requirements under Section 2-5.1 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 said control set to show the as-built conditions. These 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 schedule, 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.

2-5.2 Precedence of the Contract Documents

With regard to Section 2-5.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that 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.

2-7 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 he or she 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 he or she 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.

2-9 SURVEYING

Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. 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, California 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 the Contractor at the Contractor’s 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.

2-9.1 Permanent Survey Markers

Contractor is responsible for preservation, perpetuation or both preservation and perpetuation of existing monuments that control subdivisions, tracts, boundaries, streets, highways, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor’s work. Contractor shall provide a minimum of ten (10) Working Days notice to the City Engineer or Surveyor before disturbance or removal of existing monuments. The Contractor and City Engineer will coordinate schedules so that this work may be accomplished.

2-9.2 Survey Service

The line and grades for construction will be parallel to and offset from the position of work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

2-11 INSPECTION

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.

SECTION 3. CHANGES IN WORK

The provision below shall supplement but not replace those provisions in Section 3 of the Standard Specifications.

To allow for inclusion of reasonable contingencies in the bid, “original quantity” shall mean the quantity shown on the Plans or as delineated in the Specifications, and not the estimated quantity shown in the Bid schedule.

3-2 CHANGES INITIATED BY THE AGENCY

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 the Proposal form 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.

3-3 EXTRA WORK

New and unforeseen work will be classed 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 Proposal form. The Contractor shall not do any Extra Work except upon written order from the City Engineer.

3-3.2.3 Markup

The Contractor’s reasonable allowance for the markup shall only include the total sum of office overhead, jobsite overhead and profit for work. In any case, if the work is completed only by Contractor’s own forces, the Contractor’s reasonable allowance for markup shall not exceed twelve percent (12%). If the work is completed only by the subcontractor(s), the Contractor’s reasonable allowance for markup shall not exceed five percent (5%). If the change order is comprised of work completed by both the Contractor and subcontractor(s), the markup shall not exceed twelve percent (12%) for the Contractor’s portion of the work and five percent (5%) for the subcontractor(s) portion of the work: the sum of these parts shall constitute the markup price. After a summary of all direct costs of labor, equipment, material and markup as described above, the Contractor will be allowed a verifiable bond rate for the change order.

SECTION 4. CONTROL OF MATERIALS

The provision below shall supplement but not replace those provisions in Section 4 of the Standard Specifications.

4-1 MATERIALS AND WORKMANSHIP

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. The Contractor, at no cost to the City, shall make any repairs or replacements made necessary by defects in materials, equipment or workmanship that become evident within one (1) year after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work that is found by the City Engineer to not meet those requirements. The Contractor shall hold the City harmless and defend and indemnify the City from claims of any kind arising from damages due to said defects or non-compliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) Days of the date of the City Engineer’s written notice, unless that notice shall require such repairs, replacements, and restorations within another time frame.

4-1.4 Test of Materials

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.
4-1.6 Trade Names or Equals

If 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 Contractor shall furnish, at Contractor’s 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, within thirty-five (35) days of the date of Contract award, unless a different deadline is listed in the Special Provisions.

SECTION 5. UTILITIES

The provisions below shall supplement but not replace those provisions in Section 5 of the Standard Specifications.

5-1 LOCATION

The location and existence of any underground utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor’s sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at his or her sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by U.S.A. during the course of the project, Contractor must submit to the City the “Underground Service Alert Identification Number Form” attached hereto and incorporated herein by this reference. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

5-1.1 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: City of Agoura Hills
Phone Number: (818) 597-7360
Contact Person: Ms. Charmaine Yambao

Agency: AT&T Maintenance Repair
Phone Number: (818) 536-4135
Contact Person: Mr. Tom Kemmerling

Agency: AT&T Planning & Engineering
Phone Number: (805) 583-6500
Contact Person: Mr. Jody Riehl

Agency: Southern California Gas (Distribution)
Phone Number: (818) 700-3667

Agency: Southern California Gas (Transmission)
Phone Number: (805) 681-7928
Agency: Southern California Edison Company
Phone Number: (805) 717-7724
Contact Person: Mr. William Noble

Agency: Las Virgenes Municipal Water District
Phone Number: (818) 251-2100
Contact Person: Mr. Mike Hand

Agency: Time Warner Cable North Division/Technical Operations
Phone Number: (805) 477-4400
Contact Person: Mr. Alex Mejia

Agency: Waste Management GI Industries
Phone Number: (818) 782-2474

Agency: Los Angeles County, Sewer Maintenance Division
Phone Number: (626) 300-3308

Agency: Los Angeles County, Signal Maintenance Division
Phone Number: (626) 458-1700

5-1.2 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter upon 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.

5-2 PROTECTION

If Utilities become damaged or broken due to the Contractor’s Work, it will be Contractor’s responsibility to repair the Utility at no cost to the Utility or the City of Agoura Hills.

5-3 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.
UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

(To be completed only by the awarded Contractor prior to excavation)

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 U.S.A. during the course of the Work. Additional forms may be obtained from the City upon request.
5-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-6 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 Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

Subsection 6-6.4 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, the Contractor shall notify the City Engineer in writing within three (3) Working Days after the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, the Contractor shall notify the City Engineer in writing at least three (3) Working Days before the beginning of the delay. Such notice shall specify the nature of the delay and the conditions which set the beginning time of delay. Failure by the Contractor to file these items within the times specified herein will be considered grounds for rejection by the City, regardless of the merit of the issues raised in that notice.

Additionally, Section 6-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City and its constituents, including in some cases impairing other contracts that rely on the original completion date. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each Day in excess of the time specified for completion of the Work, as adjusted in accordance with Section 6-6 of the Standard Specifications, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of six hundred dollars ($600), unless otherwise specified in the Special Provisions.

Execution of the Contract shall constitute agreement by the City and Contractor that six hundred dollars ($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 to the Contractor if such delay occurs.

For the purposes of the calculation of the start of the liquidated damages, the Work herein contracted for shall be deemed to be completed when the same has been actually completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer.
The Project must be certified by the City Engineer in accordance with Section 6-8.1 of the Standard Specifications.

Otherwise, the provisions below shall supplement but not replace those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the award of the Contract and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, 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.

One week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the City Engineer for review and approval. 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 the 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.

6-2 PROSECUTION OF THE WORK

If the Contractor has fallen behind the accepted construction schedule by more than three percent (3%) of the total number of Working Days on the critical path for the project, the Contractor shall submit a recovery schedule to the City Engineer that exactly indicates measures of schedule recovery including, but not limited to, revised methods of procurement, revised sequencing of work, and any additional measures such as increasing the number of personnel, shifts, overtime operations, days of work, amount of construction equipment until such time as the Work is back on schedule. All cost required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the City.

If the Contractor falls behind the accepted construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than thirty-five (35) percentage points based on earned progress payments, the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the City Engineer determines that the Contractor is failing to prosecute the Work to the proper extent, the City Engineer may issue an order in any form or manner. If the order is in writing, the City Engineer has the option of listing the steps required to remedy the situation and reasonable deadlines therefor. The City Engineer may also provide that if such steps are not taken within such listed deadlines, then an amount of six hundred dollars ($600) per Day or whatever amount is listed in the Special Provisions may be assessed for each day of delay as a result of damages being sustained by the City.
that are, and will continue to be, impracticable and extremely difficult to determine. Execution of the Contract shall constitute agreement by the City and the Contractor that this amount per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to prosecute the Work according to the construction schedule. Such sum is similar to liquidated damages, shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

All parts of Section 8-1.02D (“Level 3 Critical Path Method Schedule”) of the 2010 edition of the “Caltrans Standard Specifications” are hereby incorporated into these General Provisions. Where the Caltrans Standard Specifications state “Engineer,” that term shall be interpreted to be the City Engineer. Where the Caltrans Standard Specifications state “Department,” that term shall be interpreted to be the City of Agoura Hills. Where the Caltrans Standard Specifications reference other parts of the State’s Standard Specifications, the referenced paragraphs and subsections shall also be incorporated into these General Provisions.

These options are available in addition to all other options in the Standard Specifications or as otherwise legally available.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-5 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contract for any other reason or for no reason upon thirty (30) Days’ written notice. The rest of the procedure outlined in Section 6-5 shall apply to such situation, including the Contractor’s required immediate notification of Subcontractors and suppliers and the payment. 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.

Furthermore, some of the City’s projects are funded in whole or in part by funds other than the City’s General Fund. If this Project is funded by such external funds in whole or in part, those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimbursed Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General

The Contractor shall not be responsible for the cost of repairing or restoring damage to the Work if the damages have been determined to have been proximately caused by an Act of God and are in excess of five percent (5%) of the Contract amount, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Contract Documents. Per Section 7105(b)(2) of the Public Contract Code, “Acts of God” shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves. The Contractor shall notify the City promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice. This Section shall not abridge or affect, and shall be read in congruence with, Section 6-6 of the Standard
Specifications.

No extension of time will be granted for delay caused by shortage of materials unless the Contractor furnishes to the City Engineer documentary proof that he or she has diligently made reasonable and timely efforts to obtain such materials from all known sources. No time extension will be granted for delays which do not affect the critical path of the construction schedule provided at the Pre-Construction Meeting.

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 the 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.

6-6.2 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.

6-6.3 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 mark up 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 COMPLETION, ACCEPTANCE AND WARRANTY

6-8.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 7-8 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the City Engineer:

1. "Notice of Completion" indicating approval by City;
2. All written guarantees and warranties;

3. All “as-builts”;

4. The warranty/maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 2-4 of these General Provisions; and

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 Engineer in writing.

6-8.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work herein contracted for 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 herein contracted for shall be deemed to be completed upon the date of the City Engineer’s acceptance of the final item(s) on that punchlist.

Contractor shall repair or replace defective materials and workmanship as required in Section 6-8.3 of the Standard Specification at Contractor’s own expense. Additionally, 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 7. RESPONSIBILITIES OF THE CONTRACTOR

The first paragraph of Section 7-3.1 shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the Agency as an insured or additional insured with the Contractor regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the Agency. The insurance provisions shall not be construed to limit the Contractor’s indemnity obligations contained in the Contract. The Agency will not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in 6-10.

The first sentence of Section 7-8.4.2 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 Engineer.

The first sentence of the second paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed, as a result of Contractor’s or subcontractors’ operations or as required by the Plans and Specifications.

The last paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

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

Section 7-12 (“Advertising”) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of 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.

Otherwise, the provisions below shall supplement but not replace those provisions in Section 7 of the Standard Specifications.

7-1 THE CONTRACTOR’S EQUIPMENT AND FACILITIES

A noise level limit of 86 dbA at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2.1 Public Work

Contractor acknowledges that the Project is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“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. Contractor shall perform all Work on the Project as a public work. 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.

7-2.2.2 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 on this Project, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates

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 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 Contractor or by any Subcontractor.

7-2.2.5 Apprentices

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, Contractor shall provide 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.

7-2.2.6 Debarment or Suspension

Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor or any Subcontractor becomes debarred or suspended throughout the duration of the Project, Contractor shall immediately notify City.

7-2.3 Payroll Records

Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires 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. 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, 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.

7-2.4 Hours of Labor

Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810. 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 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 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 1 1/2 times the basic rate of pay.

7-2.5 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.

7-2.6 Subcontractors

For every Subcontractor who will perform Work on the Project, Contractor shall be responsible for such Subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each Subcontractor a copy of the provisions in this Section 7.2 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. 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 his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

7-2.7 Prevailing Wage Indemnity

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at 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 7-2 of the General Provisions by any Person (including 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 Contractor under this Section 7-2.6 shall survive termination of the Contract.

7-3 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 7-3 of the Standard Specifications.

7-3.1.1 Additional Insureds

The City of Agoura Hills and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials 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.

7-3.1.2 No Limitation on Indemnity

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

7-3.1.3 Replacement Insurance

Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. 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.

7-3.1.4 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 the signing of the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements may be executed on the City’s appropriate standard forms titled “Additional Insured Endorsement,” copies of which are provided in the Contract Documents, or on any other form acceptable to the City. In any case, the endorsements must specifically name the City of Agoura Hills and its elected and appointed officials, officers, employees, attorneys, agents, designated 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. City reserves the right to require complete, certified copies of all required insurance policies at any time.

7-3.1.5 Subcontractors

Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of Contractor’s insurance.

7-3.2 General Liability Insurance

Instead of the minimum limits listed in Section 7-3.2 of the Standard Specifications, the coverage shall provide the following minimum limits:

<table>
<thead>
<tr>
<th>Insurance Coverage Requirements</th>
<th>Limit Requirements</th>
</tr>
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<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/ Completed Operations Hazard</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Contractual General Liability</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

A combined single-limit policy with aggregate limits in the amount of $3,000,000 will be considered equivalent to the required minimum limits.
7-3.3 **Workers’ Compensation Insurance**

The workers’ compensation insurance shall have a minimum limit of $1,000,000 or the amount required by law, whichever is greater.

7-3.4 **Automobile Insurance**

Instead of the minimum limits listed in Section 7-3.4 of the Standard Specifications, the automobile insurance shall have a minimum limit of $1,000,000 per claim and occurrence and $1,000,000 in the aggregate for bodily injuries or death of one person and $1,000,000 for property damage arising from one incident.

7-4 **INDEMNIFICATION**

The following indemnity provisions shall supersede the indemnity in Section 7-3 of the Standard Specifications.

7-4.1 **Contractor’s Duty**

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representative), successors, and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 **Civil Code Exception**

Nothing in this Section 7-4 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.

7-4.3 **Nonwaiver of Rights**
Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with 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.

7-4.4 Waiver of Right of Subrogation

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.

7-4.5 Survival

The provisions of this Section 7-4 shall survive the term and 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 a Contractor shall be conclusive in favor of the Indemnitee’s right to recover under this indemnity provision.

7-5 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 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 permit fees.

The Contractor and all subcontractors shall each obtain a City Business License, and shall be licensed in accordance with State Business and Professions Code. The Contractor and all subcontractors shall bear all costs for the City's Business License.

7-7 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating its work with the City’s street sweeping, trash pick-up and street maintenance contractors, Los Angeles County Sheriff and Fire 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.

7-8 WORKSITE MAINTENANCE

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 amount.

The Contractor shall make arrangement for storing his or her 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 permit from the City. In any case, 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 products 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 site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products 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 products are undamaged and are maintained under required conditions.

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 cleanup of the Project site.

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

**7-8.6.2 Best Management Practices (BMPs)**

Contractor will be required to meet the minimum BMPs as outlined in the "Development Construction Model Program for Stormwater Management within the County of Los Angeles." The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the Project site including, but not limited to the following:

1. No placement of construction materials where they could enter storm drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction related debris on a daily basis.
8. Protecting Work areas from erosion.
9. Street sweeping at regular intervals required to control dust, debris, sediment and erosion.

The BMP Plan must be approved by the Engineer before any Work begins. The City will monitor the
adjacent storm drains and streets for compliance. Failure of the Contractor to follow the approved BMP Plan will result in immediate cleanup by City and back-charging the Contractor for all costs plus fifteen percent (15%).

The Contractor shall apply for the “Small Construction Rainfall Erosivity Waiver” as defined in the General Permit. Filing of the waiver does not relieve the Contractor of submitting a BMP Plan to be used on site during construction, nor does it relieve the Contractor from conforming to the storm water requirements of the State Water Resources Control Board. The Contractor shall complete the electronic Notice of Intent (NOI) and Sediment Risk form through the State Water Board’s SMARTS system, certifying that the construction activity will take place during a period when the value of the rainfall erosivity factor is less than five. In the event that the Rainfall Erosivity Waiver is not granted by the State Water Resource Control Board, the Engineer shall be notified immediately.

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP)

7-8.6.3.1 Scope of Work and NPDES

The work under this section covers full compliance with the National Pollution Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No.CAS000002 (Order No. 2009-0009-DWQ) and implements the approved Storm Water Pollution Prevention Plan (SWPPP) during the construction period of this Project. The Contractor shall conform to the requirements of the NPDES, the Waste Discharge Requirements for the County of Los Angeles, and the Regional Water Quality Control Board for the Los Angeles Region; where there is a conflict between requirements, the most stringent requirement shall govern. The Work covered in this section covers all labor, materials, tool, equipment and incidentals necessary to provide full compliance with the stated objectives.

The Contractor shall monitor general site management and construction material management and install and maintain temporary erosion and sediment control devices to prevent storm water pollution draining into natural streams and existing storm drain systems.

If the nature of the Work requires Contractor to file a Notice of Intent and SWPPP with the State Regulatory Agency, Contractor shall do so. If this is not required, Contractor shall submit a local SWPPP and a wet weather erosion control plan during the rainy season (October 1 to April 15) to comply with City policy regarding storm water management. The Contractor shall take all necessary precautions to minimize storm water pollution and control the pollutants from entering the drainage system as directed by the City’s representative. At any point during the project, a local SWPPP is subject to change if the City determines the inadequacy of the approved SWPPP to address the pollutants of concern. Upon written notification by the City, Contractor shall submit a revised SWPPP, subject to City approval, within five (5) Working Days following notification. Failure to do so could result in a stoppage of all Work without an extension in the time for completion of the Work.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall mark, as approved by the City Engineer, all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to start of that operation and approved by the City Engineer.
Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor’s operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

The provision below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.

7-10.1 Access

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the work called for in the Plans, Standard Specifications, General Provisions and Special Provisions and as directed by the Engineer is complete.

Access to street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify occupants of all affected properties with written notice at least 72 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for construction that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the City Engineer.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the City Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-foot wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be 5 feet.

The Contractor’s construction 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 City Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

“TEMPORARY NO PARKING” signs shall be posted at least 48 hours, but not more than 72 hours, in advance of commencing the work. When determined necessary by the City Engineer, the signs shall be placed no more than 150 feet apart on each side of alleys, streets and parking area and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. Contractor shall remove all signs within 48 hours after the portion of the work affecting parking is accepted by the City.
7-10.2.2 Traffic Control Plan (TCP)

All Work shall require maintenance and control of traffic during the construction period. Contractor shall provide a detailed Traffic Control Plan for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the City Engineer before construction. The “latest edition” shall be determined by the date in which the Notice Inviting Bids is first published in the newspaper. The Traffic Control Plan shall be prepared under the supervision of and signed and stamped by a registered Professional Civil Engineer or a Traffic Engineer licensed to practice in the State of California. The Traffic Control Plan shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work prior to receiving an approved Traffic Control Plan. Any delay in acquiring Traffic Control Plan approval will be at the Contractor’s expense and no additional working days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area at least two (2) times to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

Contractor shall provide and maintain steel traffic plates securely over the trench whenever required or at the end of the Working Day. The plates shall be pinned and ramped with temporary asphaltic concrete.

7-10.2.2.3 Street Closures, Detours, Barricades

Street closures will not be allowed, except as specifically permitted by the City Engineer. Additionally, all traffic lanes shall be open for public use on the days and at the time specified below:

1. Saturdays, Sundays and holidays listed in Section 10-10 of these General Provisions: 12:01 AM to 11:59 PM
2. Fridays and any day preceding holidays listed in Section 10-10 of these General Provisions: 3:00 PM to 12:59 PM
3. On all days: 7:00 AM to 9:00 AM, 11:30 AM to 1:30 PM, and 4:00 PM to 6:00 PM, unless otherwise stated in the Special Provisions.
4. Non-construction hours: all hours when the Contractor’s employees are not physically present at the construction site actively performing construction work.

On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding paragraph, no more than one lane may be closed at any time during construction hours. During any lane closures, type II flashing arrow boards shall be used in accordance with MUTCD.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation.
without prior approval of the City. Contractor shall contact the Engineer at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform with the latest version of California Manual of Uniform Traffic Control Devices (CA MUTCD). The Contractor shall take additional precautions as Contractor may find necessary under the circumstances. Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will at its option place needed devices or engage a private firm to place and maintain said traffic control devices, which will be charged to the Contractor directly.

Advance warning signs must be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at seven feet (7’) height. The Contractor shall post standard “NO STOPPING – CONSTRUCTION ZONE” signs 48 hours prior to construction, not more than fifty feet (50’) apart within the Work area, showing the date and time of construction.

The Contractor shall provide advance construction notification sign(s) at each end of the Project limits seven (7) Days before the start of construction at each site. Notification signs shall include the construction start and completion dates. If signs must be posted at particular locations, those locations are specified in the Special Provisions.

7-10.3  Haul routes

Subsection 7-10.3 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.

7-10.5.3  Steel Plate Covers

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day.

7-10.5.4  Protection of the Public

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. Trenches, if any, shall be covered at the end of each Work Day. Any operations or situation that threatens the safety of workers or the public, including improper traffic control, shall cause the suspension of work until corrections are made.

The Contractor shall take all actions necessary to protect persons and property at the job site from any
injury or damages associated with the repairs which are set forth herein. Unless otherwise specified, the Contractor shall supervise and direct the work, and shall be solely responsible for all construction methods and sequences.

7-10.5.4.1 Temporary Guide Markers

Temporary guide markers shall be either portable delineators or fluorescent traffic cones and shall conform to these General Provisions and any Special Provisions. Only one type of temporary guide markers shall be used at any one time. Temporary guide markers shall be placed at all locations shown on the Traffic Control Plan and at such locations as directed by the Engineer.

Temporary guide markers shall be left in place at their designated locations, maintained, repaired and replaced, if damaged, as required, until their removal is approved by the Engineer. If the temporary guide markers are damaged or are not in an upright position for any reason, said markers shall immediately be replaced or restored to their original locations in an upright position by the Contractor, 24 hours per day, 7 days per week for as long as required by the City.

The Contractor shall supply and place temporary reflective lane delineation markings for lanes on arterial streets the same day after placement of asphalt.

7-10.5.4.2 Portable Delineators

Portable delineators shall conform to Section 12-3.04 of the Caltrans Standard Specifications. The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed twenty-five feet (25') on tangents or ten feet (10') on curves.

7-10.5.4.3 Fluorescent Traffic Cones

Fluorescent traffic cones shall be new or reconditioned, and of good commercial quality flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be a highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be at least twenty-eight inches (28’). The base shall be of sufficient weight and size or shall be anchored in a manner such that the traffic cone will remain in an upright position. The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent traffic cones exceed twenty-five feet (25’) on tangents and ten feet (10’) on curves.

7-10.5.4.4 Emergencies

Five (5) days prior to the start of construction operations, the Contractor shall notify the Sheriff’s Department and Fire Department wherein the Project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requesting immediate correction.

Whenever, in the opinion of the City Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor’s operations and when, in the opinion of the City Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor’s operations under this Contract, the City Engineer will order the Contractor to provide
a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the City Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for work stopped by the City in order to correct an unsafe traffic condition, regardless of whether or not traffic control was set up in accordance with these Special Provisions.

7-10.6 Public Notices

7-10.6.1 Notification to Property Owners and Businesses

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include a general description of the Work and will list the days and times when traffic will be restricted and parking will not be allowed along the street scheduled for the Work. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Engineer.

Temporary “No Stopping” signs shall be posted along streets affected by the work two (2) Working Days or 72 hours in advance of the need, whichever is greater. The signs shall be Western Highway Products, Inc. TR30S or approved equal. In residential areas, the signs shall be placed at a spacing not exceeding 100 feet; in non-residential areas, the sign spacing shall not exceed 200 feet. The Contractor shall provide the signs and will be responsible for adding the dates and hours of restriction to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. The Contractor shall remove the signs immediately when they are no longer needed.

Stopping restrictions shall be limited to the intervals between 8:30 AM and 5:00 PM to allow for parking during the night. If, for any reason, the work is rescheduled or delayed for up to two (2) days after placement of the temporary “No Stopping” signs, the Contractor shall re-date the signs affected and re-notify the residents of the change via a new notice. If the work is delayed more than two (2) days, the Contractor shall remove the signs before 7:00 AM on the previously scheduled Work Day and place re-dated signs two days or 72 hours in advance of the rescheduled work, whichever is greater.

7-10.6.2 Residents’ Complaints

It is imperative that residents’ complaints be resolved expeditiously. To achieve this, the City’s Project representative will inform the Contractor of the complaint verbally or in writing. The Contractor, in turn, shall contact the resident and inform the City’s Project Representative within twenty-four (24) hours of the action to be taken.

7-10.6.3 Project Identification Sign

Portable changeable message signs shall be furnished as required by the Traffic Engineer. Contractor
shall program messages and place in location as directed, including periodic relocations as required. Such signs shall be kept clean and in good repair by the Contractor.

7-10.6.4 Additional Required Notices

The Special Provisions may include additional required notices that relate to the specific Project.

7-15 RECYCLING OF MATERIALS

Subsection 7-15 is hereby added to the Standard Specifications as follows:

7-15.1 Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this section will result in delay of progress payment.

7-15.2 Contractor’s Obligation

The City is committed to a recycling program. If available, it is the obligation of the Contractor, under this Contract, to recycle the waste material through an approved recycling plant. Records and reports of waste recycle will be submitted to the City on a regular monthly basis.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. 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 his or her own personnel.

SECTION 9. MEASUREMENT AND PAYMENT

The provisions below shall supplement but not replace those provisions in Section 9 of the Standard Specifications.

9-1.2 Measurement

Thus, the Contract Price 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 Engineer.

9-3 PAYMENT

9-3.1 General

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.
9-3.2 Partial and Final Payment

9-3.2.1 Monthly Closure Date and Invoice Date

In accordance with Section 9-3.2 of the Standard Specifications, the monthly closure date shall be the last calendar 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 day of the following month for verification and payment consideration.

9-3.2.2 Payments

City shall make payments within thirty (30) Days after receipt of Contractor’s undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. City shall return to 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.

9-3.3.3 Retention

The City shall withhold not less than five percent (5%) of the Contract Price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council of the City 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.

9-3.3.4 Final Invoice and Payment

Whenever in the opinion of the City Engineer the Contractor shall have completely performed the Contract, 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.

9-3.3.5 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, Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at Contractor’s expense. If the Contractor selects either one of these alternatives, the following shall control:

9-3.3.5.1 Substitution of Securities for Performance Retention
At some reasonable time before any progress payment would otherwise be due and payable to 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. 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, and 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 Contractor otherwise becomes entitled to receive an amount more than the Contract amount 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 which could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

9-3.3.5.2 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 paragraph (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 paragraph (3) below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by 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, 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 insure performance of the Contractor.

9-3.3.5.3 Subcontractor Entitlement to Interest

Any Contractor who elects to receive interest on moneys withheld in retention by the City shall, at the request of any Subcontractor performing more than five percent (5%) of the Contractor's total Bid, make that option available to the Subcontractor regarding any moneys withheld in retention by the Contractor from the Subcontractor. 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 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 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 insure performance of the Subcontractor.

9-3.3.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in California 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.

9-3.3.5.5 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 California Public Contract Code Section 22300(f).

9-3.3.5.6 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.

9-4 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor or in response to a construction claim or a Public Records Act request. Contractor will promptly furnish documents requested by the City at no cost. Additionally, 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. Contractor shall include a copy of this Section 9-4 in all contracts with its subcontractors, and 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 10. ADDITIONAL TERMS

10-1 DEBARRED OR SUSPENDED SUBCONTRACTORS

Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or 1777.7.

10-2 NONDISCRIMINATORY EMPLOYMENT

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local
ordinances and regulations.

10-3 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at Contractor’s own risk and responsibility, and as a consequence will be subject to rejection.

10-4 CONTRACTOR’S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 6-8.2 of the General Provisions, by written action of the City Engineer, 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 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 of 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.

10-5 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 Contractor’s own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Proposal 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 Contractor’s operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

10-6 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 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.

10-7 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City 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.

10-8 BARRICADING, PROTECTION AND TRAFFIC CONTROL
Due to the Project’s location, the Contractor shall be required to secure and render safe the entire construction area at the end of each Working Day. Work areas must be well barricaded and flagged. No open excavations will be allowed on the weekends.

Contractor shall be responsible for and shall provide and maintain all required guards, railings, lights and warning signs and shall take all precautions to avoid injury or damage to any person or property and shall protect and indemnify the City against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by him- or herself or his or her agents, employees or Subcontractors.

Payment for barricading, protection and traffic control shall be included in the price bid and shall include all labor and material necessary to adequately perform the Work involved to the satisfaction of the City Engineer.

10-9 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.

10-10 WORKING DAYS AND HOURS

Contractor shall do all Work between the hours of 9:00 a.m. to 2:00 p.m., Monday through Friday. No Work will be allowed on Saturdays, Sundays or City holidays, which are as follows: Martin Luther King Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve Day and New Year’s Day.

In addition, no Work will be allowed on any special election day which may be declared. Should a special election day be declared, a time extension of one (1) Working Day will be granted for each such 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, Contractor shall give twelve (12) hours notice to the Inspector so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-11 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause a 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. 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 the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also 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. Thus, the Contractor or any Subcontractor
must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

10-12 THIRD PARTY CLAIMS

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

10-13 COMPLIANCE WITH LAWS

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

10-14 CONTRACTOR’S REPRESENTATIONS

By signing the Contract, Contractor represents, covenants and agrees that: a) 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 Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

10-15 CONFLICTS OF INTEREST

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 6-8.2 of the General Provisions that is or may likely make Contractor “financially interested,” as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to the Contract Documents.

10-16 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 Los Angeles County Superior Court.

10-17 TIME

Time is of the essence in these Contract Documents.

10-18 INDEPENDENT CONTRACTOR

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 Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and Contractor and Subcontractors are free to dispose of all portions of their time and activities which 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. 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. 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 City. 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. Contractor shall include this provision in all contracts with all Subcontractors.

10-19 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.

10-20 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one 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 Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of 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.

10-21 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until 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.

10-22 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 business day following deposit in the United States mail, postage prepaid, to the addresses listed on Contractor’s Bid and City Hall, or at such other address as one party may notify the other.

10-23 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.
SPECIAL PROVISIONS

700 RESPONSIBILITIES OF THE CONTRACTOR

700-1 SCOPE OF WORK

The Contractor shall comply with the general responsibilities and administrative requirements as specified in the Standard Specifications for Public Works Construction (SSPWC), latest edition, all supplements, the Plans and these Special Provisions. The Contractor shall further comply with the requirements of all permits, all laws, and City ordinances, and regional regulations.

The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies and manufactured articles for the Project. It shall also include the furnishing of all transportation and services, including fuel, power, water and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract documents.

The Project consists of furnishing and installing landscape improvements to the medians located within Kanan Road, between Idle Drive and Tamarind Street. The project additionally includes the following:

Removal of existing shrubs and irrigation. Removal of existing irrigation, shall also involve capping off of existing lines, removal of valves and other appurtenance structures. Trenching within the roadway between medians and to new water meter shall be required, which will involve pavement repair per City Trench Repair Standards.

Removal of existing concrete and stamped concrete noses within the medians and construction of rock cobbles noses within the medians, to match the rock median noses along Agoura Road, between Kanan Road and Westerly City Limits.

Installation of Reclaimed Water Service Assembly from reclaimed water mainline. Service Assembly comprises 2” service line with 1 ½” reclaimed water meter.

Installation of new irrigation system, which includes mainline from reclaimed water meter to medians.

Installation of irrigation controller with connection to existing controllers along Kanan Road and existing power source from traffic lights, shall also involve removal and replacement of concrete sidewalks.

Installation of new plantings within the medians.

Protect existing trees in place.

700-2 LOCATION OF WORK

The Work to be constructed is within the City of Agoura Hills, California, and Oak Park,
County of Ventura, along Kanan Road, between Idle Drive to Tamarind Street.

From the northerly City Limits to Tamarind Street, work shall be constructed with in the County of Ventura. Contractor shall be responsible for obtaining an encroachment permit from the County of Ventura to complete the work as described in these contract documents.

700-3 TIME OF COMPLETION

Unless the City approves an extension, all work shall be completed within 45 working days from the date the Notice to Proceed is issued by the Engineer, exclusive of maintenance periods. Time stated for contract completion shall include final cleanup of the premises.

700-4 EMERGENCY INFORMATION

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

(1) Name of authorized representative at the job site;
(2) Address and telephone number where the above person can be reached 24 hours a day.
(3) Address of the nearest office of the Contractor, if any, and telephone number of a person at the office who is familiar with the project.
(4) Address and telephone number of the Contractor’s main office and the name and telephone number of the person at the office familiar with the project.

700-5 NOTIFICATION OF CITY AND UTILITIES - POTHOLING

The Contractor shall coordinate construction with public utility relocation and adjustment activities. Contractor shall coordinate the construction schedule accordingly.

The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these exiting utilities and the proposed work, the Contractor shall “pothole” to determine the exact horizontal and vertical location of the underground utilities and conduits including but not limited to existing water, gas, storm drain, sewer, electric, telephone, re-claimed water, telephone, cable TV, traffic signal conduit or street lighting conduit, where the conduits will cross or traverse as shown on the plans, as marked in the field, as suspected as to where the existing utilities or conduits may be, or as directed by the Engineer. This shall be the first item of work completed such that the existing utilities are located in the lateral extent and the respective vertical depth prior to
the work activity that would possibly encroach or be encroached upon by conduits or utilities. The Contractor shall be responsible for obtaining the horizontal and vertical measurements to the utility once exposed. The area of pavement removed for potholing shall be the minimum required to perform the work. Pavement removal shall be by saw-cutting. Following excavation in paved areas, the existing soil shall be replaced and compacted to 95% or greater and the excavated area and additional two feet in all directions of the excavation should be replaced to its previous existing structural section and condition. There shall be no separate payment for the potholing nor for the pavement repair. The payment for these items shall be considered to be part of the bid item that is applicable for the work.

The Contractor shall notify LA County Signal Maintenance 48 hour prior to starting any grinding work, which shall disable any traffic loops, and prior to starting work on installation of new traffic loops, traffic controllers and GPS units

700-6 CONSTRUCTION SURVEYING

The Contractor will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9. The Contractor shall bear all costs for re-staking and marking. Contractor shall field survey the existing street centerline, curb and gutter, sidewalk, and other features, as directed by the Engineer prior to demolition as shown on the plans.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The City will provide available record map information. The Contractor is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

The Contractor and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition, the Contractor shall also prove a plot of the improvements to be constructed, based on the surveyor’s construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plan.

700-7 SUBMITTALS

A. General

Whenever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer. A Submittal is defined as 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 of the Engineer under the terms of the contract.

The Contractor shall submit two (2) copies of each submittal and allow at least three (3) working days for review by the City.

B. Submittals Prior to Preconstruction Meeting
The Contractor shall provide the following submittals prior to the preconstruction meeting.

1. Project Schedule, including planned sequence of construction, and when property, business owners and schools will be affected by the proposed construction;
2. Traffic Control Plans;
3. Emergency Contact List;
4. List of Subcontractors;
5. ARHM and AC Mix Designs, including binder mix formula and Materials Certifications;
6. Storm Water Pollution Prevention Plan (SWPPP);

At the time of the pre-construction meeting, the Contractor shall designate by name the individual on-site that is authorized to sign change orders on behalf of the firm. The Contractor shall further provide a list of those individuals that are authorized to sign “Time and Material” extra work order sheets.

D. Engineer’s Review.

The Engineer's review of Contractor submittals shall not relieve the Contractor of the entire responsibility for the correctness of details, data and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

700-8 PROJECT MEETINGS

Preconstruction Meeting. A preconstruction conference will be held prior to the commencement of the construction at a place and time designated by the Engineer. The attendees shall include the Engineer, Contractor’s representatives, including superintendent and its subcontractors, utility representatives, and other affected parties. Among the primary points of discussion at this meeting, will be the Contractor's proposed construction schedule, traffic control plan and public convenience and notice.

Progress Meetings. The Contractor shall schedule and hold regular onsite progress meetings at least bi-weekly and at other times, as requested by the Engineer or as required by the progress of the Work. The Contractor, Engineer, and all subcontractors active on the site shall be represented at each meeting. Contractor may, at its discretion, request attendance by representatives of its suppliers, manufacturer's, and other subcontractors.

Safety Meetings. The Contractor shall notify the Engineer of all proposed safety meetings. The Engineer will advise the Contractor about contract-related safety information, safety meetings, and safety-related issues.

700-9 COORDINATION
The Contractor shall be responsible for all Project coordination and the coordination of the work of all subcontractors, fabricators, and suppliers. Coordination, as referred to herein, shall include the establishment of on-site lines of authority and communication and the scheduling of and conducting of progress meetings between the Engineer and the Contractor and its subcontractors, fabricators, and suppliers. The Contractor's onsite supervisory person shall be present and shall represent the General Contractor whenever a meeting is held that involves any interface between the Engineer or the City and any subcontractors, fabricators, or suppliers.

The Contractor shall be responsible for coordination of the work of each of its subcontractors and suppliers. Special attention is directed to the following obligations of the Contractor:

1. Verify that subcontractors have obtained permits for inspections;
2. Review all subcontractor shop drawings, product data, and sample submittals for compliance with Contract Documents prior to submittal to the Engineer for general review for compliance with design intent;
3. Maintain onsite documentation and keep current record drawing set at Project site; and
4. Verify that specified cleaning is done during progress of Work and at completion of each subcontract.
5. Verify that all subcontractors are registered with the Department of Industrial Relations.
6. Verify that subcontractors have the appropriate licenses to complete their portion of the Work.

700-10 MEASUREMENT AND PAYMENT

Unless otherwise indicated with a “Measurement and Payment” article in Section 700 above, this section is a general requirement of the Contract and no separate payment shall be made for complying with the requirements outlined in this section. Full compensation for adhering to the project schedule shall be considered in the price for the various items of work, and no additional compensation will be allowed therefore. Measurement and Payment articles for all other work in the Special Provisions are as indicated hereinafter.

701 MOBILIZATION (BID ITEM NO. 1)

701-1 SCOPE OF WORK

Mobilization shall conform to the provisions of Sections 9-3.4 of the SSPWC, except as amended or modified herein.

Mobilization shall consist of preparatory work and operations including, but not limited to: insurance bonds, required permits and fees, shop drawings, submittals, the movement of personnel, equipment, supplies and incidentals to the project site (mobilization), as-built plans, coordination with other contractors, meetings, moving off
the project and clean up.

Mobilization shall include the establishment of any temporary facilities, the submittal of a
detailed construction schedule and the storm water pollution prevention plan (SWPPP).

Mobilization shall include the installation and maintenance for the entire construction
duration of orange colored, weather and UV resistant, extruded, polymeric mesh grid
fence as directed by engineer around the perimeter of environmentally sensitive areas.

Mobilization shall also include supervisory time on the job by the Contractors personnel
to keep the construction site in a safe condition and of all other related work as required
for non-working days during construction.

The Contractor shall have on the work site at all times, as his agent, a competent
English-speaking superintendent capable of reading and thoroughly understanding the
plans and specifications and other related documents.

Any other costs of work in advance of construction operations and not directly
attributable to any specific bid item shall be included in the item mobilization.

701-2 MEASUREMENT AND PAYMENT

A. Measurement

Measurement for mobilization at each payment period shall be based upon a
proportional percentage of work of the total work for mobilization, as determined by the
Engineer. The percentage shall be based upon the furnishing of all labor, materials,
tools, equipment, transportation and other incidentals for doing all work involved in
Mobilization. No additional compensation will be allowed therefore.

B. Payment

Payment for this item shall be payable as follows with each progress payment upon
approval of the Engineer.

a. Payment of up to 50 percent of the contract lump sum bid price for mobilization at
the first progress payment.

b. Payment to 75 percent of the contract lump sum bid price for mobilization when
the monthly partial payment estimate of the total amount earned to date, not
including the amount earned for mobilization, is 30 percent or more of the original
contract amount.

c. Payment to 100 percent of the contract lump sum bid price for mobilization when
the monthly partial payment estimate of the total amount earned to date, not
including the amount earned for mobilization, is 50 percent of the original
contract amount.
702 TRAFFIC CONTROL (BID ITEM NO. 2)

702-1 SCOPE OF WORK

Any work requiring that the traveled way or any section of public roadway be impacted, either by equipment, material or construction operations, a detailed Traffic Control Plan shall be required, as outlined in the General Provisions Section 7-10.

All work shall require maintenance and control of traffic during the construction period, which shall conform to the applicable provisions of the SSPWC and these modifications. All such work shall additionally conform to the latest version of California Manual of Uniform Traffic Control Devices (CA MUTCD), SSS and SSP.

Traffic Control shall be provided by a qualified traffic control company specializing in the installation, set-up and continuous maintenance of traffic control devices during the construction of the project.

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular, bicycle and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular, bicycle and pedestrian traffic until the work called for in the Plans, SSPWC and these Special Provisions and as directed by the Engineer is completed.

The Contractor shall notify the Engineer of intent to begin work at least five (5) working days before work is to begin. The Contractor shall cooperate with the Engineer relative to handling traffic through the work area and shall make all arrangements relative to keeping the work area clear of parked vehicles.

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. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone. Trenches, if any, shall be covered at the end of each working day.

The Contractor shall notify the Engineer of any operation that will affect two way flow of traffic in excess of five minutes for every half hour of working time, at least two working days in advance of such operation.

Five (5) days prior to the start of construction operations, the Contractor shall notify the Sheriff’s Department and Fire Department wherein the project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requesting immediate correction.

702-2 VENTURA COUNTY PERMIT

A portion of the work (traffic control, message boards) is within Ventura County. A Road Encroachment Permit shall be required to be obtained by the Contractor prior to start of work. Ventura County Transportation Department requires that a permit be
acquired five (5) business days prior to start of work.

The City’s approved traffic control plan may be submitted to Ventura County as part of the Ventura County Road Encroachment Permit. Permit application is available online at vcpublicoworks.org/transportation-department/transportation or in-person at the Ventura County Transportation Department, 800 S. Victoria Avenue, Ventura, CA 930990, Hall of Administration, 3rd Floor.

702-3 TRAFFIC CONTROL PLANS

Prior to the preconstruction meeting, the Contractor shall submit a detailed Traffic Control Plan for approval by the City. The City will attempt to respond to any submittal within three (3) working days. The Contractor shall not commence work prior to receiving an approved Traffic Control Plan. Any delay in acquiring Traffic Control Plan approval will be at the Contractor’s expense and no additional working days will be granted.

Traffic Control Plan(s) shall be prepared under the supervision of and signed and stamped by a registered Professional Civil Engineer or Traffic Engineer licensed to practice in the State of California. Traffic Control Plan(s) shall conform to the latest edition of CA MUTCD and shall cover signing, flagging, detour geometric, access restriction, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The approved traffic control plan(s) shall be implemented by a qualified traffic control company with a C31 license. Prior to beginning of work or if there are changes to the proposed traffic control and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the work area at least two (2) times to ensure the adequacy of traffic control.

702-4 VARIABLE MESSAGE BOARDS

Contractor shall provide trailer mounted variable message boards. A minimum of two (2) variable message boards shall be provided as part of the Traffic Control Plan. Boards shall be placed on Kanan Road notifying northbound and southbound traffic of project start and finish date, at a minimum.

The boards shall be placed on Kanan Road at a minimum two (2) weeks prior to start of construction work.

702-5 MEASUREMENT AND PAYMENT

Payment for providing Traffic Control will be made at the lump sum price named in the Bid Schedule, which shall constitute full compensation for all labor, equipment, materials, tools, permits and all incidentals required to complete the job as outlined in these Specifications and as directed by the Engineer.

703 CLEARING AND GRUBBING (BID ITEM NO. 3)

703-1 SCOPE OF WORK
Clearing and Grubbing shall be done as shown on the Plans, in accordance with the provisions of Section 300-1 of the SSPWC, except as amended or modified herein, and as directed by the Engineer.

The natural ground surface shall be cleared of all vegetation, brush, grass, weeds and other objectionable materials, including concrete or masonry. All existing trees shall remain and are not to be removed and shall be protected in place. Maintain a minimum of three feet clear of all tree trunks. Any trees scarred or destroyed, designated to remain, shall be replaced at the Contractor’s expense, with similar species, size and quality.

Materials removed shall become property of the Contractor and shall be disposed at an approved disposal site at the Contractor’s expense. The Contractor shall provide to the Engineer all receipts of loads for all materials that are dispose of at recycle establishments.

Existing roadway improvements and facilities, adjacent property, utility and trees and plants that are not to be removed, shall be protected from injury or damage resulting from the Contractor’s operations.

703-2 SEPARATION OF IRRIGATION SYSTEM

The existing irrigation system services the Kanan medians and the parkway landscaping along Kanan Road west of the medians. The construction of this Project shall provide a new irrigation system for the Kanan medians, but the existing system shall remain in place for the parkway.

The Contractor shall cap off the existing irrigation system connection at the gate valves, located behind the curb on the west side of Kanan Road. The Contractor shall verify the crossing from median to parkways with the Engineer, prior to removal of lateral and capping off the system at the gate valve.

703-3 TREE ROOT PROTECTION

Any grading, demolition, trenching, construction or other work that is expected to encounter tree roots, the Contractor shall provide a minimum of forty-eight (48) hours notice to the City Oak Tree Consultant prior to start of tree root pruning.

Tree roots shall be cut by manually digging a trench and cutting exposed roots cleanly with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root-pruning equipment.

Any roots damaged during construction shall be exposed to sound tissue and cut cleanly with a saw.

703-4 MEASUREMENT AND PAYMENT
Measurement for the bid item, “Clearing and Grubbing,” for a payment period will be based upon a proportional percentage of the total work for “Clearing and Grubbing”; the proportional amount will be determined by the Engineer.

Payment for providing “Clearing and Grubbing” will be based on the lump sum price indicated in the Bid Schedule, which shall constitute full compensation for all labor, equipment, materials, tools and all incidentals required to complete the job as specified, as shown on the plans, and as directed by the Engineer.

704 COBBLE ROCK HARDCORE OF MEDIAN NOSE (BID ITEM NO. 4)

704-1 SCOPE OF WORK

Cobble Rock paving shall be installed on the ends of all medians, between the back of existing curbs, as indicated on the Contract drawings, detail provided. Construct cobble rock paving to the limits shown on the contract drawings or as directed by Engineer.

704-2 MATERIALS

The cobble rock type shall match the coloring and texture of the existing cobble rock paving at the medians located on Agoura Road, between westerly City Limits to Kanan Road. The cobble rock shall be provided by Southwest Boulder or equal.

Provide equivalent quantities of the following rock type and color mix from rock supplier:

ROCK TYPE AND COLOR MIX
(1) Gray Crest, minus 9"
(2) Miner’s Gold, 4”-8”
(3) Hickory Creek, 4”-8”
(4) Apache Sunset, 4”-8”

Grout to be regular Portland Cement, colored natural gray.

Contractor to provide samples of rock type and color mix and grout shall be provided for approval by the Engineer prior to construction.

Install cobble rock in accordance with the plans. Grout to be regular Portland Cement applied using a grout bag to fill each joint completely. Press the joints using a jointer tool. Wipe the face of the flagstones with a damp cloth or sponge to remove any excess mortar before it has a chance to dry. Wait 15 minutes and apply your jointer tool to the joints once more. Apply pressure to ensure the grout is firmly compacted. Scrape away excess moisture from the edges of the joints or the face of the flagstones using a small trowel. Wipe the face of the stones once more to clear away any mortar from the surface.

704-3 CONSTRUCTION

Remove the existing concrete nose median. Protect in place, careful not to damage existing median curbs.
Install cobble rock paving in accordance with the plans and detail provided on plans.

Compact existing subgrade after removal of the existing concrete nose median and prior to placement of cobble rock paving.

Install cobble rock type in the median noses by random placement of the rock types and color mix. The cobble rock type shall match the coloring and texture of the existing cobble rock paving at the medians located on Agoura Road, between westerly City Limits to Kanan Road. The cobble rock shall be placed on 1-inch minimum mortar bed. Grout between the cobble rocks shall be applied using a grout bag to fill the voids completely. Wipe the face of the cobble rocks with a damp cloth or sponge to remove any excess mortar before it has a chance to dry. Apply pressure to ensure the grout is firm compacted. Scrape away excess moisture from the edges or the face of the cobble rocks. Wipe the face of the rocks once more to clear away any mortar from the surface.

A sample of at least 5-10 feet of cobble rock paving shall be placed and approved by the Engineer prior to final construction of cobble rock paving.

704-4 MEASUREMENT AND PAYMENT

Measurement and Payment for Cobble Rock Hardscape shall be in accordance with the applicable lump sum bid item.

Payment shall be full compensation for furnishing labor, equipment, tools, materials and any incidental items necessary to install that hardscape item complete as required by the Contract Documents.

705 LANDSCAPING (BID ITEM NO. 5)

705-1 DESCRIPTION

This section pertains to the necessary work required to complete the landscape improvements indicated on the Contract Documents. The Contractor shall comply with all requirements of this specification.

705-2 SUBMITTALS

A. Approvals

1. Provide written evidence that landscape irrigation system has been inspected and approved by the Engineer prior to start of any work of this section.

2. Agronomic Soil Report

   a. After completion of the grading operations and prior to soil preparation, the Contractor shall, at his expense, obtain a soils test report from an approved professional agronomic soils testing laboratory.
b. If imported top soil is required, Contractor shall, at his expense obtain a soil tests report from an approved professional agronomic soils testing laboratory, and obtain approval by the Engineer, prior to on site delivery.

c. Contractor shall submit the name, address and phone number of the consulting soil testing laboratory for approval prior to obtaining services.

d. The approved soil testing laboratory report shall indicate soil analysis for plant growth suitability, and recommendations for soil preparation in all planting areas and soil mix for backfill of planting material.

e. The recommendations of the agronomic soil report shall take precedence over the quantities of soil amendments and material mix specified in the backfill mix; and only when those specifications exceed the minimum requirements specified herein.

f. Contractor shall submit two (2) copies of the agronomic soil report to the Engineer, and shall not begin any landscape planting work until the report has been evaluated and approved by the Engineer.

g. In areas where new medians are to be constructed, the Contractor shall, at his expense, obtain an Agricultural Suitability Analysis of Soil from an approved professional agronomic soils testing laboratory. After pavement has been demolished and removed, soil samples must be taken at the center of the proposed median, 15 feet on center. Soil samples shall be taken from the surface immediately below the level of the pavement to a depth of 12 inches. The Agricultural Suitability Analysis of Soil must include the following.

i. pH measurement in the Saturation Extract, Electrical Conductivity of the saturation extract and Sodium Adsorption Ratio of the saturation extract. The approved procedures are the following:

   1) pH Method 21
   2) Saturation Extract Method 2
   3) Sodium Adsorption Ratio Method 20b

Methods of the United States Salinity Laboratory as published in the Agricultural Handbook Number 60 entitled “Diagnosis and Improvement of Saline and Alkali Soils”.

ii. The following nutrients and elements must be determined by ammonium bicarbonate-DTPA described by the Soil Science Society of America and Council on Soil Testing and Plant Analysis: boron, calcium, copper, iron, magnesium, manganese, molybdenum, phosphorus, potassium, sodium, sulfur, and zinc. Interpretation data must be given citing concentrations which are considered to be low, medium and high.

iii. The saturation extract must be analyzed for calcium, magnesium, sodium, boron, chloride, phosphorus, nitrate and sulfate.
iv. The following trace metals must be measured by the DTPA extract: aluminum, arsenic, cadmium, chromium, cobalt, lead, lithium, nickel, selenium, silver, strontium, tin and vanadium.

v. The presence of calcium carbonate and/or magnesium carbonate must be determined.

vi. Soil Texture (gravel, sand, silt and clay) must be determined. Determine organic matter content by the measurement of organic carbon. The quality of the organic matter shall be determined by measuring organic carbon and total nitrogen.


vii. Interpretation of nutritional deficiencies or excesses and potential toxicities must be given.

viii. Growth Test for Toxic Constituents and/or Poor Physical Properties:

1) Grow a dicot plant species and a monocot species with and without activated charcoal.
2) Measure yield and percent of germination for all treatments.
3) Compare growth rates to a known suitable reference soil.
4) Report conclusions and findings.

Elemental determinations to made according to methods approved by the EPA or by the American Society of Agronomy

h. If contamination is found, the Contractor shall remove the top layer of soil below the pavement within the proposed planting area limits. For shrub areas remove 24 inches and for tree planting areas remove top 48 inches.

i. The removed soil may be used as fill under areas to be paved, if approved by the City Engineer. Legally dispose of the excavated material offsite, if it is not approved for fill.

j. Fill excavation with topsoil obtained from a source approved by the City Engineer.

3. Certificate of Compliance

a. Qualifications of testing facility (e.g. soil laboratory)
b. Material source’s certified quality control tests/reports
c. Guarantee of material from source/manufacturer
d. Installer’s qualification
e. Prior to construction, written certifications listing the source of the supplier and quantities of each shall be submitted to the Engineer for the following:
1. Commercial or organic fertilizer
2. Mulch
3. Herbicide
4. Soil amendments / conditioner
5. Plant Materials
6. Top Soil / Imported Soil
7. Any other material used in the planting areas not covered in another section of the specifications.
8. In addition to other required certification, Contractor shall furnish a certificate with each delivery of bulk material, including mulch, stating its source, quantity, type of material furnished and that such item or material conforms to specification requirements.

f. Samples
g. Mulch

705-3 GUARANTEES AND REPLACEMENTS

A. The Contractor performing the Work as defined in this Section shall have a minimum of 5 years documented experience and relevant licenses and/or certifications.

B. Plant Materials: The Contractor shall provide a warranty that all landscape and planted areas shall be maintained in a healthy and flourishing condition of active growth as designated on the Contract Drawings and Specifications for a minimum of ninety (90) days. The Warranty Period shall begin on the date of Partial Acceptance and conclude on the date of Final Acceptance.

C. Trees: All trees that have been supplied and installed under this Contract shall be guaranteed to live in a healthy condition for a period of one (1) year from date of Final Acceptance of project. Definition of “live and grow” and “acceptable and upright position” shall mean that the trees, shrubs or groundcover must, during the Warranty Period, sustain a healthy, vigorous appearance. They shall not defoliate more than 30% nor shall 30% of the foliage be dried and unhealthy in appearance.

D. Plant Replacement: Contractor shall replace without additional cost to City, all dead plants and all plants not in a vigorous condition, or if root balls have been damaged, within the Installation, Maintenance, Warranty and Guarantee Periods, shall be replaced within fourteen (14) days. Contractor shall include, at his expense, a timely written diagnosis of plant health by a certified Arborist, should a dispute arise. Arborist's report shall indicate reason for lack of vigor, potential remedies, if any, and estimate of time required to regain vigor and specified size.

E. Plant Replacement: Plants used for replacement shall be same kind and size as specified and shall be furnished, planted and fertilized as originally specified. Cost of all repair work to existing improvements damaged during replacements shall be borne by the Contractor.

F. Contractor shall be responsible for repair of adjacent site improvements
damaged by replacement work at no additional cost to the City. Contractor shall restore all such areas to their original condition, as acceptable to the Engineer.

G. If soil deficiencies affecting plant health develop within the specified Warranty Period, the Contractor shall correct such deficiencies to the satisfaction of the Engineer at no additional cost to the City.

705-4 REGULATORY AGENCIES

Any required spraying Work shall be done in accordance with governing agencies.

705-5 PROTECTION

A. The Contractor shall check and locate existing structures, electric cables or conduits, utility lines and other existing features or conditions above or below ground level that might be damaged as a result of the operation. Questions or conflicts arising out of such examination prior to or during operation shall be immediately directed to the attention of the Engineer for necessary action or decisions before resuming operation. Contractor shall be responsible for repair or replacement at no cost to the Engineer for features or conditions damaged through failure to comply with the above procedures.

B. Protect existing trees and shrub roots from any damage that may be caused as a result of any planting or irrigation operations.

C. Contractor shall keep all existing plant material watered and in good condition during the construction phase.

705-6 ALTERNATES

Alternates will not be permitted, except where indicated.

705-7 LANDSCAPE – ON-SITE OBSERVATIONS

A. The Contractor shall notify the Engineer and the Landscape Architect forty-eight (48) hours in advance for all required on-site observations.

B. The final site observation shall require seven (7) days advance notice.

C. The Contractor shall submit for approval a complete work schedule indicating tentative dates for on-site observations.

D. Record drawings shall be current and present at the time of on-site observations and shall be updated on a weekly basis.

E. Landscape on-site observations shall be required to cover the following phases of Work:

   a. Job start meeting.
b. Grading - When all fine grading work is complete, notify the Engineer for approval prior to proceeding with the planting.

c. Mainline installation prior to backfill.

d. Soil Preparation - furnish certificates for soil amendments at this time. Quantities must be reviewed by the Engineer prior to incorporating into soil. When all soil preparation work is complete, notify the Engineer for approval prior to proceeding with the work.

e. Finish grade after soil amendment is incorporated.

f. Review plant material for quality prior to planting. The Engineer has the right to reject any plant material that it deems unacceptable. Contractor shall notify the Engineer when plant material is available for review.

g. Review lateral line installation to plan plant material.

h. Review planting during the planting process.

i. Review planting after installation.

j. Finish grade after all planting and irrigation work is complete.

k. Pre-Plant Establishment Period - When all work has been completed a pre-plant establishment period walk thru shall be conducted. The Contractor must receive approval from the Engineer in a written letter prior to starting the plant establishment period. Refer to Specification Section 705-8 Plant Establishment for plant establishment period requirements.

l. Plant Establishment Period - The Contractor shall notify the Engineer every week during the plant establishment period for a site review to determine if deficiencies exist in the landscape areas. The Contractor shall immediately correct all deficiencies noted by the Engineer.

m. Final Review - After the 90-day plant establishment period is complete, notify the Engineer for a final review of all work. All work must receive approval from the Engineer in a written letter prior to being deemed complete and or filing a notice of completion.

705-8 PLANT ESTABLISHMENT PERIOD

All plant material shall be monitored and sustained for 90 days. This plant establishment period is in addition to, and not a limitation of, other rights the City may have under the Contract Document.

705-9 SOIL AMENDMENTS

Unless otherwise indicated on Contract Drawings, landscape areas are to receive the following soil amendments, listed below.

Soil amendments shall comply with the applicable requirements of the State Agricultural Code. Soil amendments shall be packaged, first grade, commercial quality products identified as to source, type of material, weight and manufacturer's warranted analysis. Soil amendments shall not contain toxic ingredients or fillers in quantities harmful to human, animal, or plant life.

The Contractor is responsible for providing documentation showing proof all soil amendments comply with the requirements listed below.
1. Humate with 40% humate “Gro-Power” 5-3-1 or equal (no known equal) as approved by the Engineer, shall be applied per the manufacturer’s instructions and soil report analysis.

2. “Gro-Power Controlled Release “12-8-8 or equal (no known equal) as approved by the Client Representative, shall be applied per the manufacturer’s instructions and soil report analysis.

3. The Contractor shall inquire about using additional nitrolized Fir bark or Pine bark if needed. It shall be treated with a non-toxic agent (warranted non-toxic at the rate used) to absorb water quickly, and shall comply with the following requirements.

<table>
<thead>
<tr>
<th>Gradation</th>
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<tbody>
<tr>
<td>Sieve Size</td>
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<tr>
<td>------------</td>
</tr>
<tr>
<td>1/4-inch</td>
</tr>
<tr>
<td>#8</td>
</tr>
<tr>
<td>#35</td>
</tr>
<tr>
<td>Nitrogen Content (% Dry Weight)</td>
</tr>
<tr>
<td>Fir Bark</td>
</tr>
<tr>
<td>Pine Bark</td>
</tr>
</tbody>
</table>

4. Backfill Amendments: Backfill all planting holes except palms with the following mix (rates are per cubic yard of amended soil):

   a. Tri-C Humate w/ 40% humic acid – 7 pounds or as recommended by soil testing laboratory.
   b. Agricultural gypsum – 4 pounds or as recommended by soil testing laboratory.
   c. Tri–C Myco Pak at the following rates:

<table>
<thead>
<tr>
<th>Plant size</th>
<th>Rate of application in ounces per plant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flatted</td>
<td>1-2 ml (pinch) of granular ENDO 120</td>
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<tr>
<td>1 gallon</td>
<td>1 pack</td>
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<tr>
<td>2 gallon</td>
<td>1 pack</td>
</tr>
<tr>
<td>5 gallon</td>
<td>2-3 packs</td>
</tr>
<tr>
<td>15 gallon</td>
<td>7 packs</td>
</tr>
<tr>
<td>24&quot; box</td>
<td>11 packs</td>
</tr>
<tr>
<td>36&quot; box</td>
<td>17 packs</td>
</tr>
</tbody>
</table>

5. Planting Tablets: Planting tablets shall not be used unless otherwise requested by Engineer. If requested, planting tablets shall be Gro-Power Planting Tablets or equal (no known equal) as reviewed by the Engineer. (The following information is for bid purposes.)
a. Only non-native plants / trees are to receive Gro-Power Plant tablets or equivalent as approved by Engineer. Gro-Power Plant tablets are only to be applied at the time of planting at the following rate:
   1) 1 gallon = 2 tablets
   2) 5 gallon = 5 tablets
   3) 15 gallon = 10 tablets
   4) 24" box and up = 14 tablets
b. Place recommended tablets between the bottom and the top of the root ball but no higher than 1/3 of the way up to the top of the root ball. Space tablets equally around the perimeter of the root ball approximately 2 inches from the root tips.

6. Pea gravel is specified to separate topsoil from drain rock, when drain rock is specified. Geotextile fabric can be used for this purpose but is prone to clogging when used in combination with soils that have high clay and/or silt content. Geotextile fabric can also be used when there are concerns for lateral flow along the walls of the facility or other specific design concerns. Refer to Section 334713 “Pond and Reservoir Liners” and Section 321100 “Base Course” for other materials not listed in this Section.

Weed Abatement: The Contractor shall only use weed control measures approved by the City standards and guidelines and must be approved by the Engineer prior to application or commencement.

   a. Pre-Emergent weed killer to be Eptam or Ronstar or approved equal as approved by the Engineer.
   b. Herbicide to be Roundup or equivalent as approved by the Engineer.

705-10 FERTILIZER

Fertilizer shall be first grade commercial quality as specified.

705-11 MULCH

Shredded bark, 0-1.5" (Agromin ‘Walk-On-Bark’, www.agromin.com OR Equal)

705-12 SOIL

Soil shall be existing site soil as approved by the Engineer or import soil. Import soil shall be Class A topsoil and contain no significant deleterious inclusions such as noxious weeds: i.e. Kikuyu or sedge gomules. No Top soil import from dredged or #2 seacost exposure sources shall be permitted. Full compensation for soil, including import soil, will be included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

Topsoil: Fertile, friable, natural topsoil of character and texture similar to the project site soil; without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with an acidity range of between pH 5.8 and 8.2. The sodium
absorption ratio (SAR) shall not exceed 6 and the electrical conductivity (Ece) of the sat\ation extract of this soil shall not exceed 3.0 millimhos per centimeter at 25 degrees centigrade. The boron content shall be no greater than 1 part per million as measured on the saturation extract. In order to insure conformance, samples of the imported soil shall be submitted to an approved laboratory for analysis prior to, and following, backfilling.

705-13 PLANT MATERIAL

A. Plant Quality - Plants shall be fresh, well established, and vigorous, of normal habit of growth, free of disease, weeds, insects, insect eggs, and larvae. Plants shall have healthy, normal root system, well filling their containers, but not to the point of being root-bound.

B. Plant Sizes - The height and spread of all plant material shall be measured with branches in their normal position when plant is installed.

C. Multi-branched trees as noted on the Drawings shall mean trees with three or more trunks and all trunks shall be equal in caliper.

D. Trees shall have a central leader with good taper and branches well distributed along the leader. Foliage must be well distributed throughout the tree with no more than one third of the foliage on one single branch.

E. Plant Quantities- Plant materials shall be furnished in size, quantities, and species and in the spacing as indicated or noted on the Drawings. Symbols shall take precedence over plant counts, in case of discrepancy.

705-14 ROOT BARRIERS

The root barrier shall be a linear type such as Deep Root or Ves Pro (or equivalent as approved by Engineer) installed according to manufacturer’s recommendations on all trees within five (5) feet of paved areas. The root barrier shall run parallel to the hardscape to be protected and extend a minimum of eight (8) feet in either direction. Do not wrap the root barrier around the root ball. Root barrier shall be a minimum of .06 inches thick and each barrier shall have a locking device to hold barrier in position after installation.

705-15 PLANTING BACKFILL

Thoroughly blend mixture of topsoil and soil amendments at the following mixture:

Stock Piled on Site Soil or imported topsoil - 6 Parts
Nitrogen stabilized Fir bark mulch or Pine bark mulch - 1 Part

705-16 JUTE NETTING
Shall be uniform, plain weave mesh with a weight of 1.16 lbs. to 1.28 lbs. per linear yard of 4 feet wide material.

705-17 JUTE NETTING STAKES

Jute netting stakes shall be 6” long and 9 gauge wide.

705-18 TREE STAKING/TYING

Tree staking and tying shall be provided in accordance with Detail 1, Sheet LS-5 of the Contract Documents.

705-19 SITE CONDITION

No plant materials shall be planted until all operations in conjunction with the installation of the irrigation system have been approved by the City and the Landscape Architect. Final grades shall be established and the planting areas shall be properly prepared and graded.

705-20 GROUND PREPARATION

A. Remove from planting beds all shrub roots left after the clearing operation is complete. When Bermuda grass, nut grass or St. Augustine is encountered, plants shall be sprayed with "Round-Up" three weeks prior to start of landscape work, with follow-up spraying one week after initial spraying if regrowth appears, then removed completely. Follow City requirements if spraying is required.

B. All planted areas shall be ripped thoroughly to a depth of twelve inches to reduce any compaction, which occurs as a result of construction. Protect existing tree roots and utilities.

C. Stones or rocks over 1" in size, construction refuse, residual surface tree roots and other deleterious material shall be removed from the site, safely and legally disposed of.

D. Apply soil preparation materials to all flat areas and slopes less than 3 to 1 and thoroughly incorporate into the top six inches of soil.

E. Wet soil thoroughly and allow to settle. Repeat this compaction procedure until soil is stable enough to permit aeration and drainage for plant material.

F. Finish grade all planting areas to a smooth, uniform surface ready for planting. Contractor shall provide any additional clean fill sandy loam topsoil to infill depressions in grade. Finish grade shall be one inch below finish grade of
adjacent paved surfaces unless otherwise noted on Drawings.

705-21 PLANTING – TREES & SHRUBS

A. The layout of locations for plants and outlines of groundcover to be planted shall be approved on the site by the Engineer or Landscape Architect prior to planting. All such locations shall be checked for possible interference with existing underground piping prior to excavation of holes. If underground construction or utility lines are encountered in the excavation of planting areas, other locations for the planting may be selected by the Engineer. Damage to existing utilities shall be the responsibility of the Contractor.

1. The layout, planting, staking/guying and tying of trees will occur first. The planting of shrubs, vines, and ground cover will follow consecutively.

2. Locate the planting pit using one (1) of the following methods:
   a. Place 1” x 3” x 3′-0” wood stake at the location shown on the plans. Write botanical name and size of container on stake.
   b. Place plant container at location shown on the plans.

B. Planting Trees and Shrubs.

1. All excavated holes shall have vertical sides with roughened surfaces and shall be two (2) times wider than the width of the plant ball and be as deep as indicated on drawings. Vertical sides and bottom of the plant pit shall be scored to loosen soil and to eliminate “glazed” pit walls. Holes shall be, in all cases, large enough to permit handling and planting without injury or breakage of root balls or roots.

2. Excavation of soil material that has already been amended and prepared for planting shall be kept in a clear, easily identifiable place, separate from other soil stockpiles.

3. Plants shall not be allowed to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations, do not expose to the air except while being placed in the ground. Wilted plants, whether in place or not, will not be accepted and shall be replaced at the Contractor’s expense.

4. Remove nursery stakes and ties from all container stock. Maintain side growth on all trees.

5. Loosen roots and soil at edges of root ball of plant being installed and mix with native soil.

6. Excess soil generated from the planting holes shall be spread on the site as directed by the Engineer.

7. All used cans shall be removed to the storage area or from the site daily.

8. The plants shall be planted at approved locations with the heretofore specified conditioner and soil planting backfill.

9. The plants shall be placed in the planting pits on the backfill material which has been hand-tamped and water settled to the root ball base levels prior to the placement of the plants. After setting the plants, the remaining backfill material shall be carefully tamped and settled around each root ball to fill all voids.

10. Each tree and shrub shall be placed in the center of the hole and shall be set plumb and held rigidly in position until the planting back fill has been...
tamped from around each root ball.

11. All plants shall be set at such a level that after settling they bear the same relationship to the surrounding finish grades as they bore to the soil line grade in the container, unless otherwise noted. Typically, four inches for trees and two inches for shrubs.

12. Gro-Power planting tablets shall be placed in each non-native planting hole at the following rates:
   - One (1) 7 gram tablet per liner and flat size plant.
   - Two (2) 7 gram tablets per gallon container.
   - Five (5) 7 gram tablets per 5 gallon container.
   - Ten (10) 7 gram tablets per 15 gallon container.
   - Fourteen (14) 7 gram tablets per 24" box and larger.

13. No plant will be accepted if the root ball is broken or cracked, either before, during or after the process of installation.

14. All plants shall be thoroughly watered into the full depth of each planting hole immediately after planting.

15. All trees, 15 gallon and larger, shall be staked with two wood stakes, driven into the ground. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stakes does not damage the tree root ball. Tree ties shall be fastened to each tree and stake by looping figure eights with the inside diameter of the tie at two or three times the diameter of the tree and by tacking the back of the tie to the stake (See Detailed Drawings).

16. The staking method shall be accomplished in such a manner as to insure the proper and healthy growth and the safety of the plants, property and public.

17. Shrubs or trees shown in plant areas shall be under-planted with groundcover shown by adjacent symbol to within three feet of the trunk.

18. No shrub or groundcover shall be planted within five (5) feet of the tree trunk of existing trees to remain. No planting shall be installed within the drip line of any existing oak tree unless specifically approved by the City’s Oak Tree Consultant.

19. The Contractor shall be responsible for all surface and subsurface drainage required which may affect his guarantee of the trees, shrubs and vines.

20. Pruning after planting shall be required on all trees and shrubs when necessary to provide the specified or approved standard shapes, form and/or sizes characteristic to each plant. Pruning may include thinning, and/or cutting and shall be under the direction and supervision of Certified Arborist approved by the Engineer.

21. All trees 24 inches box and larger shall be spotted in place prior to digging of the hole.

22. Install vines as per plans and details.

C. Groundcovers.
   1. Groundcovers shall be planted in the areas indicated on the Drawings. The groundcover plants shall be rooted cuttings grown in flats and shall remain in those flats until transplanting.
   2. Planting pits for flat-sized plants are to be at least 6" x 6" x 6". Plant in
moistened soil.

3. All groundcover plants shall be planted with soil around roots in evenly spaced intervals as called out on the Drawings.

705-22 INSTALLING JUTE NETTING & STAKES

Install jute netting where required with a minimum of 6” overlap at seams and stake at 24” at edges and 36” o.c. in field.

705-23 MULCH

All planting areas shall be hand-smoothed after planting to provide an even, smooth final finish grade, and are to receive a three (3) inch layer of coniferous bark mulch. Keep mulch away from tree and shrub crown. Dress mulch areas to present a clean uniform appearance when complete.

705-24 FINISH GRADING

A. Finish grades shall be indicated on Civil Engineer’s drawing.
B. Finish grades shall be measured as the final water compacted and settled surface grades and shall be within +/- 0.1 foot of the spot elevations and grade lines indicated.
C. Finish grades shall be measured at the top surface of surface materials.
D. Molding and rounding of the grades shall be provided at all changes in slope.
E. All undulations and irregularities in the planting surfaces resulting from tillage, rototilling and all other operations shall be leveled and floated out before planting operations are initiated.
F. The Contractor shall take every precaution to protect and avoid damage to sprinkler heads, irrigation lines and other underground utilities during his grading and conditioning operations.
G. Final finish grades shall insure positive drainage of the site with all surface drainage away from buildings, walls and toward roadways, drains and catch basins.
H. Final grades shall be acceptable to the Engineer before planting operations will be allowed to begin.
I. Planting surfaces shall be graded with no less than two percent (2%) surface slope for positive drainage.
J. Areas shown on plans as turf areas to receive soil preparation and conditioning (amend and fine grade soil) shall have all stones removed from the surface of the lawn bed.

705-25 WATERING

A. Apply water to all planted areas and plants, during operations and thereafter,
until acceptance of work.

B. All plantings which cannot be watered efficiently with the existing water system shall be manually watered.

C. Immediately after planting, apply water to each tree, shrub and vine by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the planting pit to finish grade.

D. Following the planting of ground cover, each plant shall be immediately and thoroughly watered by means of a hose, with a slow running stream of water.

E. Apply water in sufficient quantities, and as often as seasonal conditions require, to keep the ground moist at all times, well below the root system of grass and all other planting. Exercise care to prevent over-watering, flooding or excessive runoff.

705-26 MAINTENANCE

A. The entire project shall be cared for, to the satisfaction of the Engineer, in such a manner as to present a neat and clean condition at all times.

B. The Contractor is responsible for the maintenance of all the landscape areas for the entire duration of the project. The Partial Acceptance on all landscape work for this project is when the Engineer provides written approval at the completion of construction. This date of approval marks the beginning of the Warranty / Maintenance Period and shall continue thereafter for no less than ninety (90) contiguous days.

C. Plants shall be kept in a healthy, growing condition and in a visually pleasing appearance by watering, pruning, mowing, rolling, trimming, edging, fertilizing, re-staking, pest and disease controlling, spraying, weeding, cleaning up and any other necessary operation of maintenance. Landscape areas shall be kept free of weeds, noxious grass and all other undesired vegetative growth and debris. All plants found to be dead or in an impaired condition shall be replaced within fourteen (14) days. Maintenance operations shall also include:

1. Filling and replanting of any low areas which may cause standing water.
2. Adjusting of sprinkler head height and watering pattern.
3. Filling and re-compaction of eroded areas.

D. The Final Acceptance of the Contract Warranty / Maintenance Period will be extended when, in the opinion of the Engineer, improper maintenance and/or possible poor or unhealthy condition of planted material is evident at the termination of the scheduled Warranty / Maintenance Period. The Contractor shall be responsible for additional maintenance of the work until all of the work is completed and acceptable at no additional cost to the City.
E. During the warranty / maintenance period, the Contractor shall only apply pre-emergents, herbicides and/or pesticides to landscape areas, at the request of the Client Representative, at no additional cost to the City. The application shall be performed in the presence of the Engineer and in accordance with manufacturer’s recommendations.

F. During the period of May 1 through December 31, treat all lawn areas with chemical to control lawn moth as recommended by manufacturer. Spray evenly over entire lawn area in one application before end of maintenance period. Materials used shall be approved by the Engineer.

G. Treat entire lawn area, prior to end of maintenance period, with weed killer containing bromoxynil, at the rate recommended by manufacturer. Allow no spray to drift on ornamental plants or ground cover. No spray to be applied if temperature is over 85 degrees.

H. During the warranty / maintenance period, the Contractor shall only apply fertilizer to all planted areas, at the request of the Engineer, at no additional cost to the City. Fertilizer application shall be performed in the presence of the Engineer.

   1. Apply soil conditioner-fertilizer (Tri-C 6-2-4 w 5%S or Gro-Power” 5-3-1 or Equal) at the rate of 5 lbs. per 1000 sq. ft., uniformly over all shrub and ground cover areas.

I. Replacements. Immediately replace any and all plant materials which, for any reason, die, are unhealthy or are damaged. Any trees or other plant materials that die back and lose the form and size as originally specified shall be replaced, even though they have taken root and are growing after the die-back. Replacement shall be made with plants as indicated or specified for the original planting. All replacement of plant material shall be at the expense of the Contractor.

J. Workmen are not allowed to walk on lawn areas, unnecessarily, before, during or after seeding or sodding operations. Damaged or compacted lawn areas shall be re-cultivated and re-seeded or re-sodded, at the Contractor’s expense.

K. Repair. Damage to planting areas shall be replaced and repaired immediately.

L. Depressions caused by erosion, vehicles, bicycles or foot traffic to be filled with topsoil and leveled. Reseed damage done to lawn areas.

M. Exterminate gophers and moles and repair damage, as approved by Engineer.

N. The Contractor will be relieved of final 90 calendar day Warranty / Maintenance Period has been satisfactorily completed and a Final Acceptance letter has been signed and approved by the Engineer. If maintenance is unsatisfactory,
Contractor shall maintain work beyond the 90 calendar day period until all planting is in a healthy thriving condition as determined by the Engineer. Written notice Final acceptance of landscape work will relieve Contractor from maintaining all planting.

O. The Contractor shall give written notice to the Engineer a minimum of five (5) business days prior to the time of the final inspection for Final Acceptance.

705-27 MEASUREMENT AND PAYMENT

Measure and Payment for Landscaping shall be in accordance with the applicable Lump Sum Bid Item.

Payment shall be full compensation for furnishing labor, equipment, tools, materials and any incidental items necessary to install that Landscaping item complete as required by the Contract Documents.

706 2” RECLAIMED WATER SERVICE WITH 1 ½” METER ASSEMBLY (BID ITEM NO. 6)

706-1 SCOPE OF WORK

Reclaimed water service shall be open trench cut installation per LVMWD Standard Detail PW-105. A 10-ft offset is required from any existing utility and in accordance with the LVMWD representative in the field. A 5-ft offset is required from the reclaimed water irrigation mainline to be installed by Contractor under separate Bid Item No. 7 and in accordance with the LVMWD representative in the field.

Installation of the reclaimed water meter service for this bid item shall include pavement repair of trenching per the City’s Trench Repair Detail, as shown on the plans, and concrete paving repair.

706-2 CONSTRUCTION

The Contractor shall construct the reclaimed water service for this project per the LVMWD Standard Detail PW-105 and as required onsite by LVMWD representative in the field.

The LVMWD requires inspection of the hot tap at the mainline and final service assembly with meter. The trench shall remain open until the LVMWD representative inspects and approves the hot tap and final service assembly with meter.

LVMWD requires that the Contractor shall subcontract with pre-approved Kopple Pipeline Service, Inc. (phone 323-888-2211) for hot tap of the service line off the LVMWD reclaimed water mainline. The Contractor shall include the hot tap of the service under this Bid Item No. 6.

The reclaimed water meter box shall be installed as shown on the Plans and box colored purple. Where reclaimed water meter box is located, the concrete sidewalk shall
be removed and replaced from cold joint to cold joint. Concrete paving shall be class 520-A-2500 as per the SSPWC. Concrete paving shall receive medium broom finish.

706-3 MEASUREMENT AND PAYMENT

Measurement shall be based on each assembly installation from the point of connection at the LVMWD reclaimed water main to the end of the meter device and the Engineer’s opinion that the item is complete.

Payment shall be full compensation for furnishing labor, equipment, tools, materials and any incidental items necessary for completing the installation of the reclaimed water service assembly at the location shown on the Contract drawings per LVMWD Standard Detail PW-105 and in accordance with the LVMWD representative in the field, including hot tap of the service from the LVMWD mainline to and including the reclaimed water meter.

707 IRRIGATION SYSTEM (BID ITEM NO. 7)

707-1 DESCRIPTION OF WORK

This section pertains to the necessary work required to install the irrigation system in accordance with the Documents.

707-2 REQUIREMENTS OF REGULATORY AGENCIES

The Contractor shall secure all permits, licenses, give all notices, and comply with all laws, ordinances, rules and regulations concerning the installation of the irrigation system.

707-3 SITE CONDITIONS

A. The Contractor shall check all grades to determine that work may safely proceed, keeping within the specified material depths. The Contractor shall flag all sprinkler head locations in the field and receive approval from the City Inspector prior to proceeding with the work.

B. Do not willfully install the sprinkler system as indicated on the drawing when it is obvious in the field that unknown obstructions or grade differences exist that might not have been considered in the engineering. The Contractor shall bring to the attention of the City Engineer all such obstructions or grade differences.

C. Before excavating for sprinkler lines, the Contractor shall locate all underground utility lines, so that the proper precautions may be taken to avoid damage to such utilities. In the event of a conflict between underground lines, promptly notify the City Engineer who will arrange for the relocation of the irrigation around such utilities. Failure to follow this procedure places the responsibility upon the Contractor for making any and all repairs for damage of any kind at his own expense.
D. The Contractor shall protect all existing site improvements. Contractor shall be responsible for any damage resulting from his operations, and shall repair or replace such damage at his own expense. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc., unless adequate protection is provided and approval is given by the City Inspector.

707-4 MATERIAL LIST

The Contractor shall submit to the City for approval, five (5) copies of all materials and equipment, including manufacturer's names and catalog numbers, to be furnished and installed under this contract within 10 days after the award of the contract.

707-5 AS-BUILTS

A. The Contractor shall provide as-builts as required by these specifications and as follows. Provide and record daily of a complete record set of prints on bond which shall be corrected to show changes from the original drawings and specifications and the exact installed locations, sizes and kinds of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set.

B. Use these drawings as work progress sheets. Make neat and legible annotations thereon as the work proceeds, showing the work as actually installed. Keep these drawings available at all times for inspection and in a location designated by the Engineer.

C. Prior to starting the plant establishment period, the Contractor shall transfer all information from the record prints to a clean copy procured from the Engineer. Make work neat, in ink and subject to review and acceptance of the Engineer.

D. Dimension from two permanent points of reference such as building corners, sidewalks or road intersections, the location of:

1. Connection to existing water lines.
2. Connection to existing electrical power.
3. Gate valves.
4. Routing of sprinkler pressure lines and control wiring.
5. Electric control valves.
6. Quick coupling valves.
7. Other related equipment as directed by Engineer.

707-6 CONTROLLER CHARTS

A. The Contractor shall provide to the City controller charts as per these specifications and as follows. As-builts shall be reviewed and accepted by the Engineer before charts are prepared.

B. Provide one controller chart for each controller supplied. A clean electronic copy of
each controller chart in color and a PDF format shall be clearly labeled with location and provided to the Engineer on a DVD disk in addition to the hardcopy charts for each controller.

C. The chart shall show the area controlled by automatic controller and shall be the maximum size controller door will allow.

D. The chart is to be reduced from the final as-builts set. However, in the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged to a size that will be readable when reduced.

E. Chart shall be blackline print, and a different color shall be used to show area of coverage for each station.

F. The chart shall be mounted using Velcro, or an approved equal type of tape.

G. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils. thick.

H. These charts shall be completed and approved no more than 30-days into the plant establishment.

707-7 TESTS AND SITE OBSERVATIONS

A. The Contractor shall notify the Engineer 48 hours in advance for all test and site observations required by these specifications. All tests shall be made in the presence of the Engineer.

B. As-builts must be current and shall be verified by the Engineer at the time of all observations.

C. Site observations and test for all items pertaining to the work of this Section shall be performed by the Engineer and Landscape Architect.

D. The Contractor is required to call for specific site observations for: valve assemblies, sprinkler coverage, control wires and splices. Approval by the City Inspector is required prior to covering up the work.

E. The Contractor shall call for an open trench main line check for pipe quality and depths the Engineer and shall receive approval prior to backfilling.

F. The Contractor shall use flag markers to layout all drip emitters in field prior to trenching. Review this layout with Engineer and Landscape Architect and make all adjustments in field as directed by the Engineer.

G. Center load pipe with small amount of backfill to prevent arching and whipping under pressure. Leave joints exposed for observation during pressure test. No water shall be permitted in the pipe until the above has been accomplished and a period of at least 24 hours has elapsed for solvent weld setting and curing.
H. Main lines shall be tested up to valve at 150 pounds pressure and there shall be no leaks. The Contractor shall furnish force pump and pressure gauge. Lateral lines of system to be tested at line pressure (approximate pressure range of 30-40 pounds pressure) with risers capped. Tests shall be for a 2 hour period and verified by the Engineer.

I. Backfill quality and compaction by water jetting operations and mechanical methods so that no compaction settling occurs of trenches shall be verified by the Engineer. Do not backfill trenches until all tests have been completed and accepted.

J. The automatic sprinkler controllers shall be operated and tested successfully in the automatic mode for 7 days prior to the site observation to start the plant establishment period. The Engineer shall verify this process.

K. The Contractor shall perform a coverage test in the presence of the Engineer and Landscape Architect to determine if the water coverage for planting areas is complete and adequate. Furnish materials and perform all work required to correct any inadequacies of coverage due to deviations from Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the Engineer.

L. The coverage test shall be completed, and the irrigation system modified if necessary, and inspected, prior to the start of the planting operations.

M. The entire system shall be checked out thoroughly and completely by the Contractor, five (5) days prior to the final observation. All heads shall be properly aligned and adjusted for coverage and cleared of any foreign materials. All valves shall be properly adjusted. Sprinkler controller valve chart shall be checked for accuracy.

N. Final inspection prior to acceptance:

1. At the end of the plant establishment period, the contractor shall operate each system in its entirety for review by the Engineer and Landscape Architect. Rework any items deemed not acceptable to the Engineer.

2. Deliver to the Engineer all accessories, charts, record drawings, and equipment as required before final inspection within the first 30-days at plant establishment.

707-8 MATERIAL – REPAIR

A. The Contractor shall replace or repair defective materials and workmanship within 48 hours after notification from the Engineer.

B. The Contractor shall repair or replace any portion of the irrigation system that does not perform as designed during the establishment period. All repairs shall be made within 48 hours after notification from the City Engineer. The Repair shall be made at the Contractor expense.
C. Any damage to paving, planting, or other developments due to the settlement of trench soil, shall be promptly repaired at the Contractor's expense, to the satisfaction of the City.

**707-9 MATERIALS -GENERAL**

A. All irrigation materials shall be in accordance with Subsection 212-2 in the SSPWC "Greenbook" and as specified herein and as listed on the legend on the drawing.

B. The irrigation products specified on the drawings in these specifications are selected to match existing products in use. Substitutions are permitted only when product name is followed by "or equal."

C. Use only new materials of brands and types as noted on the drawings and as specified.

**707-10 MATERIALS**

Materials for the irrigation system shall be as specified on the Contract Plan Irrigation Sheets.

**707-11 INSTALLATION**

A. The Contractor shall install the irrigation system in accordance with Subsection 308-5 in the SSPWC and as specified herein. Irrigation system shall include irrigation mainline service from the reclaimed meter to mainline to be installed in the medians, as shown on the Contract Drawings.

B. Layout and Adjustments

1. The drawings are generally diagrammatic to the extent that many offsets, special fittings and exact locations of the equipment are not always shown. The locations of all valves, heads, lines, etc., shall be installed however, as accurately as possible to the locations that are indicated on the drawings, or as directed by the Engineer.

2. The locations of main lines and some lateral lines are sometimes shown diagrammatically on the Drawings. The Contractor shall install mainline and lateral lines in the planting areas. The Contractor shall obtain approval from the Engineer for mainline installation layout prior to trenching.

3. All indicated locations of heads and equipment are placed with careful consideration to overlap, protection of the premises, lights, proposed tree locations and general layout. The Contractor shall coordinate the installation of sprinkler irrigation materials, including pipe, so there is no interference with utilities, construction items, and tree and shrub locations. Layout sprinkler heads and make adjustments due to any differences between site conditions and drawings. Adjustments shall be accomplished while maintaining the
sprinkler head coverage as shown on the drawings.

4. Use marking flags to indicate the final layout of all proposed drip emitter locations. Obtain approval from the Engineer or Landscape Architect prior to beginning emitter installation or planting operations.

C. Connections

1. The Contractor shall make all connections to the existing lines as indicated on the drawings.

D. Cutting and Patching

1. When piping crosses concrete paving and asphalt paving, sawcutting is required. The Contractor shall cut AC paving and/or concrete with concrete saw cutting tools straight at the nearest score line or expansion joint location. Removal sections must be approved by the Engineer.

2. Remove concrete and/or AC, base and soil to the required depth for main lines.

3. The base for concrete walks shall be crushed aggregate base or other base material specified in section 200-2 of the SSPWC as approved by the City Engineer. The Contractor shall compact the subgrade and base as per Section 301 of the SSPWC.

4. AC paving shall be backfilled entirely with a 2-sack sand slurry mix. Compact to 95% and patch with new AC paving. Trench repair shall be per City’s Trench Repair Detail, as approved by the City Engineer.

5. Concrete paving shall be class 520-A-2500 as per the SSPWC. Concrete paving shall receive medium broom finish.

6. The Contractor shall remove from site any excavated soil, broken concrete, and all debris resulting from the cutting and patching work.

E. Trenching and Backfilling

1. The Contractor shall trench and excavate as necessary to install the system. Excavated material shall be neatly arranged so as to cause a minimum of inconvenience to pedestrian and vehicular traffic. No soil shall be placed on concrete paving without an adequate moisture proof membrane to protect paving.

2. The irrigation mainline from the meter to the median shall be a minimum 5 feet horizontal distance from the reclaimed water service line to the meter. Place pipe side by side. Do not install one pipe on top of another unless approved by the LVMWD representative and City Inspector.
3. Trenches for all pipe shall be open vertical construction with firm level bottom and sufficiently wide to provide free working space around the work installed and to provide ample space for backfilling and tamping and jetting.

4. Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as follows:
   a. Mains and control wires: 18 inch minimum cover.
   b. PVC laterals: 12 inch minimum cover.

5. When two (2) irrigation lateral pipes are to be placed in the same trench, provide a minimum of 6 inch horizontal clearance. Place pipe side by side; do not install one pipe on top of another unless approved by the City Inspector.

6. After the installation is complete and the required tests and inspections have been made and approved, the excavations and trenches shall be backfilled with clean soil, free of rubbish, rocks, and pebbles larger than 1/4 inch. Mainline trenches shall be backfilled with soil to 75% cover over mainline and sprinkler wires. Water jet mainline and allow soil to settle over piping. Wheel roll trench with small tractor or trencher. Fill remaining trench with soil and repeat water jet procedures. Wheel roll compact over completed water jet operation until trench is even with existing grade.

F. Boring

The contractor shall bore under paving with a mechanical auger boring machine capable of pulling the specified PVC pipe sleeve without leaving any voids outside of the pipe. The sleeve shall be installed the full length of the existing paving and parallel to the finish surface elevation. The depth of the sleeve shall be a minimum 24" below the bottom of the existing paving unless modified in the field due to unknown utility lines. Verify all existing utility lines in the field prior to starting the boring work. Final depth and location must be approved by the Engineer prior to the work. Water jetting or water boring shall not be permitted.

G. Plastic Pipe

1. Routing of sprinkler irrigation lines, as indicated on the drawings, is diagrammatic. The Contractor shall install lines and various assemblies in such a manner as to conform to the details shown on the drawings.

2. Do not install multiple assemblies on plastic lines. Provide each assembly with its own outlet.

3. The Contractor shall install all assemblies specified herein in accordance with respective detail. In absence of detail drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice.

4. The Contractor shall thoroughly clean PVC pipe and fittings before installation. For solvent weld pipe use installation and solvent welding
methods as recommended by the pipe and fitting manufacturer. For casketed pipe installation follow detailed assembly instructions furnished by the manufacturer.

5. On PVC to metal connections, work the metal connections first. Use non-hardening sealant on all threaded joints. Screw hand tight and turn by wrench. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.

6. Pipe shall have a firm, uniform bearing, for the entire length of each pipe line, to prevent uneven settlement. The Contractor shall snake the pipe from side to side of trench bottom to allow for expansion and contraction. One additional foot per 100 foot of pipe is the minimum allowance for snaking. Never lay PVC pipe when there is water in the trench or when the temperature is 32 degrees Fahrenheit or below.

7. Use 45 degree fittings at all changes in depth of pipe. Coupling to be of same materials and wall thickness as pipe.

H. Concrete Thrust Blocks

For main line 3" and larger, and all casketed fittings, install concrete thrust blocks at all directional changes.

I. Sprinkler Controller

1. The Contractor shall pull all required valve wires and common wires to controller location.

2. Electrical wiring and work shall conform to the codes and ordinances of all governmental agencies having jurisdiction. Exposed conduits and fittings shall be of one type and finish. Running threads shall not be used.

J. The Contractor is required to provide all electrical connections to the Controllers. All electrical work shall conform to the latest California Electrical Codes and as follows:

1. The Point of Connection (POC) for electrical service to the Controller shall be from the existing Traffic Signal Breaker Box, located on the west side of Kanan Road, just south of Eagleton Street, as shown on the Contract Drawings and as directed by the City inspector. The Contractor shall blow out the existing traffic signal conduit from pull box closest the traffic signal breaker box to the pull box located on the northeast corner of Eagleton and Kanan intersection to remove all debris and standing water. Contractor shall pull new wire from the POC to the existing pull box on the northeast corner of Eagleton and Kanan intersection.

2. Contractor shall install new conduit and new wire from the existing pull box on the northeast corner of Eagleton and Kanan intersection to the Irrigation Controller, approximately 105 feet north. New electrical pull box shall be installed, as shown on the Contract Drawings and as directed by the City
Inspector.

3. All concrete sidewalk panels trenched for installation of new conduit and wire, pull boxes and irrigation controller shall be removed and replaced from cold joint to cold joint.

4. Control wires and mains shall be installed in common trenches wherever possible.

5. Controller is two-wire cable. Contractor shall use Paige cable P-7354-D or Regency's Hunter Cable or equal. 14 gauge (1.5 mm) solid copper, jacketed. Maximum total of all runs is 7000 feet. Wires to be in conduit, 1.25” minimum, unless otherwise approved by Engineer.

6. The Contractor shall install control wires a minimum 18 inches below finish grade and laid to the side of the main line. It shall be a minimum of 6 inches from any pipe or fittings except at terminal points. Provide looped slack at valves and snake wires. Tie wires in bundles at 10 feet intervals.

7. Control wire splices allowed only on runs more than 500 feet. The Contractor shall splice as follows:
   a. Strip off minimum of 2% inches of insulation from each wire and twist wires together 4 complete twists.
   b. Make splices with 3M lock 3570G-N Connector or equal. Use one splice per connector sealing pack. Do not make field splices.
   c. Max distance of 100 feet 14 gauge wire from decoder to valve solenoid.
   d. Max distance of 10 feet 14 gauge wire from decoder to master valve solenoid or flow sensor.

8. The Contractor shall sleeve all wires passing under future or existing paving. Sleeves shall PVC Class 315, extending at least 12” beyond edges of paving, and minimum size of 1.5” conduit.

9. The Contractor shall identify all control wires at valve boxes and controller with valve identification tags, yellow in color, Christy Model ID-STD-Y1. Contractor shall verify with Engineer the exact controller identification letter and remote control valve numerical sequence before ordering tags.

10. The Contractor shall heat brand all box lids with corresponding 2” high remote control valve station number.

11. Grounding requirements are 5/8-inch x 8-ft copper rod, one at the controller, one every 300 feet at a decoder, or at next closest decoder along 2 wire path, and one at the end of each 2 wire cable path. Grounding to be done only at decoder. #6 bare solid copper wire from the copper rod to the provided ground lug on the controller wiring board. #12 bare solid copper wire from copper ground rod to green wire on decoder, as needed.
K. Valves

1. Piping systems shall be supplied with valves at all points shown on the drawings or specified herein, and shall be arranged to give complete regulating control throughout.

2. Valves shall be the full size of the line in which they are installed unless otherwise indicated.

3. The Contractor shall install valves in accordance with the drawings and manufacturer’s specifications so all parts are easily accessible and maintained. Valves near walk, curbs, etc., shall be set within 12 inches and parallel to same. Remote control valves shall be installed in groundcover or shrub areas wherever feasible.

4. The Contractor shall adjust all remote control valves so that the sprinkler heads operate at pressure recommended by the head manufacturer. Remote control valves shall be adjusted so that a uniform distribution of water is applied by the sprinkler heads to the planting areas from each individual valve system.

5. The Contractor shall set valve boxes 2 inches above the finish grade in shrub areas and 1 inch above finish grade in lawn areas.

L. Drip Emitters

1. Prior to installing heads, thoroughly flush laterals and risers with full line pressure. Repeat whenever system is opened up for repairs or replacements. Start flushing operation at the highest point of delivery and work to the lowest.

2. Layout proposed planting design with marking flags to indicate shrub and tree locations.

3. Trench and install Sch. 40 PVC rigid laterals. Install ½” black colored, algae and UV resistant flexible PVC (flex-pipe) from rigid PVC lateral pipe to each plant rootball. Cut flex-pipe to length as needed to reach plant root ball basin, connect black colored PVC Sch. 40 male adapters to the ends of each flex-pipe segment cut in order to connect to rigid PVC laterals and to thread on high flow drip emitter. Use ‘Weld On’ flex PVC cement, Model 795, clear, with ‘Weld On’ primer Model ’P70’, or approved equal to securely attach black PVC male adapters to black flex piping.

4. Flush system thoroughly and install pressure compensating 7 GPH drip emitters as per plan.

M. Controller
Irrigation controller to be a single two-wire Calsense CS3000 Controller in a factory assembled top-mount Stainless Steel enclosure with a local radio for central communications installed per manufacturer’s recommendation. Install on a 8” thick concrete base pad (26” x 24”).

The flow meter shall be Calsense and size per plan. The flow sensor shall be wired back to the irrigation controller using two #14 AWG wires, one red and one black in 1” PVC conduit to connect to controller. The maximum wire run between flow meter and controller shall be 2000 feet and shall be direct pulls with not splices.

Minimum station decoders required is seven (7). Maximum 70 station decoders allowed per controller.

One POC decoder is required for each master valve and flow meter combo.

**707-12  FIELD ADJUSTMENTS**

A. The Contractor shall make final field adjustments to sprinkler heads as follows:

1. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walk, roadways, and buildings wherever possible.

2. Select the best degree of arc to fit existing site conditions.

3. Set all sprinkler heads perpendicular to finished grades unless other designated on the drawings.

4. Sprinkler drip emitters installed on slope conditions shall be installed on the uphill side of the planting basin around rootball.

**707-13  TESTING AND INSPECTION**

The Contractor shall not allow or cause any work of this section to be covered up or enclosed until it has been inspected, tested, and approved by the Engineer as per the following:

a. Before backfilling the main line, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline, and repair all leaks. Flush out each section of lateral pipe before emitters are attached.

b. Make all necessary provisions for thoroughly bleeding the line of air and debris. Before testing, fill the line with water for a period of at least 24 hours.

c. Perform a static water pressure test on irrigation mainline. Install mainline in trench at depth specified on plans. Ensure that all solvent weld connections are exposed and positioned in trench to allow for unobstructed visual inspection. Provide temporary risers with solvent weld caps at all proposed remote control valve and quick coupler locations. Install all ball valves on main line as per plan. Pressure test main lines and a pressure of 150 psi for a period of two (2) hours with all couplings...
exposed, and all pipe sections carefully center-loaded. Furnish all necessary testing equipment and personnel. Correct all leaks, and retest until accepted by Engineer.

The Contractor shall thoroughly clean, adjust and balance all systems. Demonstrate the entire system to the Engineer proving that all remote control valves are properly balanced, that all emitters are properly flowing and that the entire system is installed and is workable, clean, and efficient.

707-14 MEASUREMENT AND PAYMENT

Measurement and payment for irrigation installation shall be in accordance with the applicable Lump Sum bid item.

The contract lump sum price paid for “Install Irrigation System” shall include full compensation for furnishing all labor, materials including sleeves, pipes, fittings, valves, controllers, spray heads, bubblers, quick couplers, meters, backflow prevention devices, flow meters, moisture sensors, tools, equipment, and incidentals, and for doing all the work involved in installing the irrigation system complete in place, as shown on the Project Plans, as specified in the SSPWC Standard Specifications and these Special Provisions, and as directed by the Engineer.
CHECKLIST FOR EXECUTION OF CONSTRUCTION CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

____ Two executed and notarized copies of the contract
____ Payment Bond in amount of the contract
____ Performance Bond in amount of the contract
____ Workers’ Compensation Certificate
____ Liability insurance certificate in the amount of _______, naming the City as a co-insured
____ Automobile insurance certificate in the amount of _______, naming the City as a co-insured
____ General aggregate insurance certificate in the amount of _______, naming the City as a co-insured
____ Copy of City business license
____ Additional insured endorsement – comprehensive general liability
____ Additional insured endorsement – automobile liability
____ Additional insured endorsement -- excess liability
CONTRACT
CITY OF AGOURA HILLS CONTRACT FOR

THIS CONTRACT ("Contract") is made and entered this _______ day of ____________, 20__ ("Effective Date"), by and between the CITY OF AGOURA HILLS, a California municipal corporation ("City") and ___________________________ ("Contractor"). Contractor’s license 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. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as ________________________________ ("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 Contractor’s Proposal, attached hereto as Exhibit “B” and incorporated herein by this reference.

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 the 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 (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that this Project is a public work to which prevailing wages apply. The provisions of Section 7-2 of the General Provisions shall apply and are mandatory for this Project.

7. Workers’ Compensation. California 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 California 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 under take 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.”

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 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 which 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.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF AGOURA HILLS

By: ____________________________

Mayor

ATTEST:

By: ____________________________

City Clerk

APPROVED AS TO FORM:

By: ____________________________

City Attorney

Dated: ____________________________

("CONTRACTOR")

By: ____________________________

Printed Name: ____________________________

Title: ____________________________

By: ____________________________

Printed Name: ____________________________

Title: ____________________________
PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Agoura Hills ("Public Agency"), 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 Public Agency 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 ______________________
____________________
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement 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 Public Agency 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”

____________________________________

____________________________________

By: _______________                       By: _______________

              Its                             Its

____________________________________

By: _______________                       By: _______________

              Its                             Its

(Seal)                                         (Seal)

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: ______________________________

Public Agency Attorney

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. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO 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 Agoura Hills (“Public Agency”), has awarded to __________________________
________________________________________________________ (“Principal”)
(Name and address of Contractor)

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 Public Agency 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 Public Agency, 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 Public Agency in successfully enforcing such obligation, all to be taxed as costs
and included in any judgment rendered.

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 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”

____________________________________

____________________________________

By: ________________________________
   Its

By: ________________________________
   Its

“Surety”

____________________________________

____________________________________

By: ________________________________
   Its

By: ________________________________
   Its

(Seal)                                 (Seal)

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON
A Professional Corporation

By: ________________________________
   Public Agency Attorney

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.  IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND.  DATE OF BOND MUST NOT BE PRIOR TO 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 Agoura 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 Agoura Hills
   City Hall
   30001 Ladyface Court
   Agoura Hills, California 91301

2. The insureds under such policy or policies are:

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

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
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<tbody>
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</tbody>
</table>

   __________________________
   __________________________
   __________________________

   By: __________________________
   Its Authorized Representative
ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):  

Name and address of Insurance Company ("Company"):  

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the “Policy”) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Agoura Hills ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the “Additional Insureds”) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company’s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company’s limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company’s failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Agoura Hills
City Hall
30001 Ladyface Court
Agoura Hills, California 91301

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE TO WHICH ENDORSEMENT ATTACHES</th>
<th>POLICY PERIOD</th>
<th>LIMITS OF LIABILITY</th>
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<tbody>
<tr>
<td></td>
<td>FROM/TO</td>
<td></td>
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</table>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- □ Contractual Liability
- □ Owners/Landlords/Tenants
- □ Manufacturers/Contractors
- □ Products/Completed Operations
- □ Broad Form Property Damage
- □ Extended Bodily Injury
- □ Broad Form Comprehensive
- □ General Liability Endorsement
- □ Explosion Hazard
- □ Collapse Hazard
- □ Underground Property Damage
- □ Pollution Liability
- □ Liquor Liability
- □ Products/Completed Operations
- □ Pollution Liability
- □ Extended Bodily Injury
- □ Broad Form Comprehensive
- □ General Liability Endorsement

12. A □ deductible or □ self-insured retention (check one) of $_________________________ applies to all coverage(s) except: ________________________________ if none, so state). The deductible is applicable □ per claim or □ per occurrence (check one).

13. This is an □ occurrence or □ claims made policy (check one).

14. This endorsement is effective on _________________ at 12:01 a.m. and forms a part of Policy Number ____________________________.

I, __________________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed ____________________, 20___

________________________________________
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)
ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"): ________________________________________________

Name and address of Insurance Company ("Company"): ________________________________________________

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Agoura Hills ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company’s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company’s limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company’s failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Agoura Hills
City Hall
30001 Ladyface Court
Agoura Hills, California 91301

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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<tbody>
<tr>
<td>THIS ENDORSEMENT ATTACHES</td>
<td>FROM/TO</td>
<td>LIABILITY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- Any Automobiles
- All Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Scheduled Automobiles
- Garage Coverage
- Truckers Coverage
- Motor Carrier Act
- Bus Regulatory Reform Act
- Public Livery Coverage
- Non-owned Automobiles
- Bus Regulatory Reform Act
- Public Livery Coverage

12. A □ deductible or □ self-insured retention (check one) of $__________ applies to all coverage(s) except: ____________________________ (if none, so state). The deductible is applicable G per claim or G per occurrence (check one).

13. This is an □ occurrence or □ claims made policy (check one).

14. This endorsement is effective on ______________ at 12:01 a.m. and forms a part of Policy Number ____________.

I, __________________________, (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed ________________, 20___

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (____) __________________
ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"): ____________________________

Name and address of Insurance Company ("Company"): ____________________________

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Agoura Hills ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company’s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company’s limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company’s failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Agoura Hills
City Hall
30001 Ladyface Court
Agoura Hills, California 91301

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

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<tr>
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</tr>
</tbody>
</table>

- Following Form
- Umbrella Liability

11. Applicable underlying coverages:

<table>
<thead>
<tr>
<th>INSURANCE COMPANY</th>
<th>POLICY NO.</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention (check one) of $__________________________ applies to all coverage(s) except: ________________________________ (if none, so state). The deductible is applicable □ per claim or □ per occurrence (check one).

14. This is an □ occurrence or □ claims made policy (check one).

15. This endorsement is effective on ________ at 12:01 a.m. and forms a part of Policy Number ________.

I, ________________________________ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed ____________________, 20___

______________________________
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) ______________