

**FY2023-2024**

**City of Rolling Hills  
2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. 2023-04.**



## **REQUEST FOR BID**

City of Rolling Hills  
2 Portuguese Bend Road  
Rolling Hills, CA 90274  
Phone: (310) 377-1521  
Fax: (310) 377-7288  
E-mail: [cityclerk@cityofrh.net](mailto:cityclerk@cityofrh.net) (for inquiries only, bids must be sealed)

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# City of Rolling Hills

## Notice to Contractors Inviting Bids

**September 25, 2023**

**NOTICE IS HEREBY GIVEN** that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **2:00 P.M. on Monday, October 16, 2023**. Thereafter said bids will be publicly opened and read in the City Clerk's office of said City.

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

The project work shall include the following tasks:

In general, the work located adjacent to No. 92 Crest Road East, comprises without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary for the construction of the undergrounding of electrical and communication existing lines in compliance with Southern California Edison plans and specifications as prepared for the City of Rolling Hills per "2QS-RULE 20C INSTALL UG STATELER 16KV WALTERIA SUB", exception therefrom any cabling installation, electrical connections or removal of power poles. The work includes the surveying of trench alignment locations; the saw-cutting and demolition of existing AC pavement and base on Crest Road for trench locations per SCE plan, including export of removed AC pavement; joint trench and structures excavation to specified depths; installation of SCE approved conduit; Installation of SCE approved vault and boxes (connections by SCE); Backfill of trenches, including one-sack slurry mix where specified; replacement of AC pavement and base section; repair of any damaged adjacent improvements existing at the time; and other works per plans and specifications.

Bidders shall have an active **Class "B"** license from the Contractor's State License Board, a minimum of 5 years of applicable experience and 5 recently completed similar public works projects, at the time of submitting bid.

The project contract shall be completed and facility shall be made ready for service within 56 working days after the Notice to Proceed is issued.

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 Director of Public Works, 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.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Five percent of the payments due to the successful Contractor shall be withheld by City as retention for performance security, but the Contractor may substitute securities for said retention pursuant to Section 7.04 of the General Conditions.

If the Project includes the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, the bid shall contain, as part of the lump sum bid package, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety laws, rules, regulations and orders.

If the Bidder is awarded the contract, the contract shall be terminated and the bid bond forfeited if the Bidder fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: [cityclerk@cityofrh.net](mailto:cityclerk@cityofrh.net). All companies requesting project documents will be added to the Project Plan Holder List.

To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the City Clerk at [cityclerk@cityofrh.net](mailto:cityclerk@cityofrh.net). It is not required to be on the Plan Holder's list, however any addenda will be sent via email only to those who are on the Plan Holder's List. Addenda will also be posted on the City website at [https://www.rolling-hills.org/business/construction\\_bids/index.php](https://www.rolling-hills.org/business/construction_bids/index.php). Receipt of any Addendum must be acknowledged by the bidder on the form and included in its submitted Proposal.



Proposals (bids) to perform the work shall be made on the forms provided by the Christian Horvath / Consulting Engineer and shall be submitted complete, including bid bond and list of subcontractors, in accordance with the Instructions to Bidders and other requirements of the bid document. In order to qualify to bid this project, bidders must obtain and properly execute a hardcopy of the contract documents. Each bidder wishing to submit a bid proposal shall print a hard copy of the City's bid proposal documents for submittal from the sent or downloaded electronic set. The City's bid proposal documents include the following forms: Proposal, Bidder's Proposal, Bid Bond, Bidder's Qualifications & References, Designation of Subcontractors, Contractor's Affidavit of Non- collusion, Pre-bid Site Inspection Certification, Workers' Compensation Certificate, and Receipt Acknowledgment of all addenda if any.

**A mandatory pre-bid job walk will be held at the job site, adjacent to 92 Crest Road East, Rolling Hills, at 10:00 a.m., on Wednesday, October 4, 2023. To allow the City to coordinate this job walk, please register for the job walk with Christian Horvath via phone or email by 10:00 a.m. on Tuesday, October 3, 2023. Please include your name, phone number, firm name and the number of people attending with you.**

**Contact project manager, Christian Horvath, at 310-377-1521 or [chorvath@cityofrh.net](mailto:chorvath@cityofrh.net) for questions regarding this project.**

**CITY OF ROLLING HILLS, CALIFORNIA**

Christian Horvath, City Clerk of the City of Rolling Hills

## Instructions to Bidders:

### **1. Registration of Contractors and Subcontractors**

Before submitting bids, contractors shall be licensed in accordance with the provisions of all applicable Business and Professions Code of the State of California, including, but not limited to Chapter 9, Division III and submit the number and classification of said licenses.

All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the Department of Industrial Relations (DIR).

### **2. Questions Prior to Opening Bid**

Questions regarding documents, discrepancies, omissions, or intent of specifications or drawings, shall be communicated to Christian Horvath / Consulting Engineer, in writing, at least ten (10) working days prior to opening of bids or the previous working day if this day lands on a weekend or holiday, to provide time for issuing and forwarding an addendum should the City consider an addendum necessary. The City will not be responsible for oral interpretation of the specifications and drawings. Submit all questions to Christian Horvath at [cityclerk@cityofrh.net](mailto:cityclerk@cityofrh.net).

### **3. Obtaining Drawings and Documents**

Interested companies may request plans, specifications, and bid documents (project documents) by emailing the City Clerk at: [cityclerk@cityofrh.net](mailto:cityclerk@cityofrh.net). All companies requesting project documents will be added to the Project Plan Holder List. In order to qualify to bid this project, bidders must obtain and properly execute a hardcopy of the contract documents.

To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the City Clerk at [cityclerk@cityofrh.net](mailto:cityclerk@cityofrh.net). It is not required to be on the Plan Holder's List. However, any pertinent information or any addenda will be sent via email only to those who are on the Plan Holder's List. This information will also be posted on the City website at: [https://www.rolling-hills.org/business/construction\\_bids/index.php](https://www.rolling-hills.org/business/construction_bids/index.php). Receipt of any Addendum must be acknowledged by the bidder on the form provided with the Addendum and must be included with the submitted Proposal.

### **4. Proposal Forms - Submittal**

The proposal shall be made on the forms provided herein with the blank spaces properly filled in. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a bid to be considered responsive. Special attention should be given to completing:

1. Bidder's Qualifications and References;
2. Designation of Subcontractors; and
3. Bidder's Bond

Include all proposal forms. Enclose the proposal in a sealed envelope; type or print on the envelope "Proposal for" followed by the title and specification number and the date and time of bid opening as they appear on the cover of this Specification book, and the bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.

Mailed proposals shall be addressed as follows:

City Clerk  
City of Rolling Hills  
2 Portuguese Bend Road  
Rolling Hills, CA 90274

Proposals that are hand delivered or delivered by courier or package delivery service shall be presented to:

City Clerk  
City of Rolling Hills  
2 Portuguese Bend Road  
Rolling Hills, CA 90274

Proposals received after bid opening time as stated in this Specification book or at any place other than the office of the City Clerk will not be considered. Prior to the stated bid opening time, a bidder may withdraw his proposal without prejudice to himself by submitting a written request for its withdrawal to the City Clerk. Christian Horvath will confirm receipt of the request to withdraw proposal via email.

## **5. Proposal Form**

The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the proposal shall be typewritten or legibly printed on the proposal. The bidder shall sign the proposal

with his usual signature. An individual submitting a proposal or a partner signing for a partnership shall sign in the presence of a Notary Public and the notarial acknowledgment shall be attached to the proposal. A partner shall sign for a partnership and the names and addresses of all partners shall be given. An officer shall sign for a corporation, the corporate name shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney is attached.

## **6. Proposal Form - Prices**

The bidder shall include in his bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the contract. The bidder shall state for each item on the proposal form, in clearly legible figures, the unit price and item total or lump sum, as the case may be, for which he proposes to supply labor, materials, and equipment and to perform the work required by this Specification. Alteration of a price by erasure or interlineations must be explained or noted in the proposal over the signature of the bidder. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price bid. In the event of a discrepancy between the unit price bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event of a discrepancy between the unit price extension and the total amount bid or summaries of totals, the unit price extension total shall prevail.

## **7. Bidder's Bond**

Each bidder shall submit with his proposal a bidder's bond for not less than 10% of the total amount of the bid, using the form entitled "Bidder's Bond" contained in this Specification, and properly executed and acknowledged by the bidder and by a corporate surety authorized to transact such business in the State of California. Such bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bond is executed outside the State of California, all copies of the bond must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney. The surety or sureties on the bond must be satisfactory to the City. The City will reject a surety bond obtained from any company not holding Certificate of Authority from the U.S. Secretary of the Treasury under the Act of Congress approved July 30, 1947, (6 U.S.C., Secs. 6-13) as acceptable sureties on federal bonds. Any alteration of said form of bidder's bond, or imperfection in the

execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the proposal under which the bidder's bond is submitted.

#### **8. Declaration of Non-collusion**

Each bidder shall execute and submit with the proposal the Declaration of Non-collusion. The bidder signing the Declaration of Non-collusion shall meet all requirements for signing the proposal form.

#### **9. Bidder's Qualifications and References**

The bidder must complete and submit with the proposal all information required, on both sides of the form, entitled "Bidder's Qualifications and References" and sign the form. If no information is to be filled in a blank space, then write "none".

#### **10. Designation of Subcontractors**

The bidder must complete and submit with the proposal the form entitled "Designation of Subcontractors" for all subcontracts in excess of one-half of one percent of the total bid. Subcontractors' names, license numbers and class, DIR registration numbers, and city of business shall be complete and legible. Clearly state that portion of the work to be done by each subcontractor listed, by trade and by estimated dollar amount. If this form is completed by hand in the proposal package, the Contractor shall also submit a typed listing of subcontractors, listing subcontractors' name, complete address, phone number, license, trade and estimated dollar amount within 24 hours of the bid opening.

#### **11. Examination of Drawings, Specifications, and Site of Work**

The bidder shall examine carefully the site of the work contemplated and the proposal, drawings, and specifications therefore. The submission of a bid will be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the proposal, drawings, specifications, and other contract documents. The bidder is required to ascertain the locations of the existing utility services, and other underground facilities, and to provide for carrying out his operations so as to cause the minimum possible inconvenience to the occupants of property along any streets affected. All work and costs involved in the safeguarding of the property of others shall be at the expense of the bidder to whom the contract may be awarded.

The bidder hereby certifies that he/she has examined the local conditions, has read each and every clause of the Specifications, and that he has included all costs necessary to complete the specified work in his bid prices, and the bidder agrees that if he is awarded

the contract he will make no claim against the City based upon ignorance of local conditions or misunderstanding of any of the provisions of the contract. Should the conditions turn out otherwise than anticipated by him/her, the bidder agrees to assume all risks incident thereto.

## **12. Interpretation of Specifications**

Should a bidder find discrepancies in, or omissions from, the specifications or plans, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the Christian Horvath / Consulting Engineer, requesting an interpretation or clarification. The person submitting such request will be responsible for its prompt delivery. Should Christian Horvath / Consulting Engineer find that the point in question is not clearly and fully set forth; Christian Horvath / Consulting Engineer may issue a written addendum which will be sent to all bidders of record. Christian Horvath / Consulting Engineer will not be responsible for any other explanation or interpretation of the plans or specifications, or for any oral instructions. If the bidder does not so notify Christian Horvath / Consulting Engineer, the bidder shall be conclusively deemed to have read, understood and agreed with all of the information and materials contained in the bid documents.

## **13. Experience**

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing such material and equipment and constructing such work as they propose to furnish or construct and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this Specification.

## **14. Prices and Payments**

Approximate quantities listed in the Notice to Contractors and quantities listed for unit price items on the bidding form, are rough estimates given for comparing bids, and no claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the contract, unless otherwise specifically provided.

## **15. Substitutions**

To obtain approval during bid period to use unspecified products, bidders shall submit written requests at least ten (10) working days before the bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the

product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, an addendum will be issued covering it.

## **16. Modifying Bid**

Any bidder may modify his bid by written communication, provided such communication is received by the City Clerk's Office prior to the bid opening time. The written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened.

## **17. Bid Opening**

All proposals will be opened and declared publicly at the time and place stated in the Notice to Contractors. Bidders, their representatives, and other interested parties are invited to be present. After the bid opening, proposals may be inspected at the Rolling Hills City Hall, until 3:00 p.m. on the working day following the bid opening.

## **18. Mistakes in the Bid**

A bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:

- A. A mistake was made.
- B. The bidder gave the public entity written notice of the mistake within five working days, excluding Saturdays, Sundays, and City or state holidays, after the opening of the bids, specifying in the notice in detail how the mistake occurred.
- C. The mistake made the bid materially different than the bidder intended it to be.
- D. The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans and specifications.

## **19. Award**

The City reserves the right to reject any or all proposals and to waive technical defects, as the interest of the City may require. Award of contract or rejection of bid proposals will be made by the City within 90 calendar days following the bid opening.

## **20. Basis of Award**

Contract will be awarded to the lowest responsible bidder meeting all requirements set forth in these specifications. The City will award the contract based on the lowest base

bid, or the lowest base bid plus the first alternate, or the lowest base bid plus an orderly combination of the alternates, in the order said alternates were advertised.

## **21. Execution of Contract**

Within ten (10) working days after being notified by City that he has been awarded the contract, Contractor shall deliver to Christian Horvath / Consulting Engineer the following documents:

- A. Two (2) copies of the Agreement in the form included herein, properly executed by Contractor and, if the Contractor is a corporation, evidence of its corporate existence and that the persons signing the Agreement are authorized to do so.
- B. Properly executed copies of the following:
  - (a) Faithful Performance Bond
  - (b) Labor and Material Bond, and
  - (c) Maintenance Bond in accordance with the requirements set forth in Article 11 of the General Conditions and attached thereto.
- C. Properly executed copies on the following City forms:
  - (a) The General Liability Endorsement and Waiver of Subrogation,
  - (b) The Automotive Liability Endorsement and Waiver of Subrogation, and
  - (c) Workers' Compensation Waiver of Subrogation.
- D. Certificate of Insurance with 30-day notice in accordance with the requirements set forth in Article 11 of the General Conditions and attached thereto.

In any event that the tenth working day falls on Saturday, Sunday or a legal holiday for the State of California, the aforesaid documents shall be delivered by the following working day. After receipt of said documents within said time period or any extension thereof granted by Christian Horvath / Consulting Engineer, the City shall execute the Agreement and return one of said two copies to Contractor for his files.

## **22. General Prevailing Wage Rates**

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 Clerks Office, 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.

### **23. Failure to Execute Contract**

If the bidder to whom the award is made fails to enter into the contract as herein provided and furnish the said bonds and insurance, this shall be just cause for the annulment of the award and the forfeiture of the Bidder's Bond, and an award may, in the discretion of Christian Horvath / Consulting Engineer, be made to the bidder whose proposal is the next most acceptable to the City in the opinion of the City Council, and such bidder shall fulfill every term, covenant and condition herein as if he/she were the party to whom the first award was made.

### **24. Bid Protest Procedures**

Any bid protest must be in writing and received by the City Clerk before 5:00 p.m. no later than five working days following bid opening (the "Bid Protest Deadline") and must comply with the City's Standard Bid Protest Procedures, which are posted on the City's website at

[https://www.rolling-hills.org/business/construction\\_bids/index.php](https://www.rolling-hills.org/business/construction_bids/index.php)

## PROPOSAL

Date: \_\_\_\_\_, 20\_\_\_\_

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

### **TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA**

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Rolling Hills under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

**The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.**

The bidder further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.

(CORPORATE SEAL OR NOTARIAL ACKNOWLEDGEMENTS OF SIGNATURE - IF  
PARTNERSHIP OR PROPRIETORSHIP)

Firm \_\_\_\_\_

By \_\_\_\_\_

(Signature)

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

E-mail: [cityclerk@cityofrh.net](mailto:cityclerk@cityofrh.net)

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

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Corporation organized under the laws of the State of: \_\_\_\_\_

## BIDDERS PROPOSAL

Name of Bidder: \_\_\_\_\_ The undersigned, having examined the proposed Contract Documents titled:

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

### BID SCHEDULE

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE UNIT	EXTENDED AMOUNT
1	Traffic Control	1.0	LS	\$	\$
2	Mobilization	1.0	LS	\$	\$
3	NPDES Stormwater Quality Compliance BMPs, Dust Control, Street Sweeping, Sanitation	1.0	LS	\$	\$
4	Clearing and Grubbing	50.0	CY	\$	\$
5	Survey by Registered Land Surveyor	1.0	LS	\$	\$
6	AC Pavement Sawcut, Removal, Recycle & Reuse	171.0	SY	\$	\$
7	Trench Excavation for Electrical Conduits & Vaults, Shoring	556.0	LF	\$	\$
8	Dura-line Futurepath 7-Way MicroDuct	197.0	LF	\$	\$
9	1-1/4" PVC Electrical Conduit with Pull Rope & Mandrel	591.0	LF	\$	\$
10	4" PVC Electrical Conduit with Pull Rope & Mandrel	395.0	LF	\$	\$
11	5" PVC Electrical Conduit with Pull Rope & Mandrel	3126.0	LF	\$	\$
12	24"x36"x24" Crown Castle Polymer Concrete Pullbox	1.0	EA	\$	\$
13	17"x30"x15" SCE Plastic Junction Box	2.0	EA	\$	\$
14	7'x18'x8' Precast SCE Vault with 2 Vent Structures	1.0	EA	\$	\$

15	Trench Backfill, San Bedding, One Sack Slurry, Conc. Encasement	70.0	CY	\$	\$
16	6" AC Pavement Repair with 6" Crushed Miscellaneous Base (CMB)	168.0	SY	\$	\$
17	Unclassified Excavation	25.0	CY	\$	\$
18	Existing Utilities Protection, Adjust Utility Lids to Grade	1.0	LS	\$	\$
19	Pavement Striping and Signage Replacement	1.0	LS	\$	\$
20	Temporary Construction of Fencing	950.0	LF	\$	\$
21	Trucking and Disposal Fees	1.0	LS	\$	\$
22	Restoration of Damage to Adjacent Property	1.0	LS	\$	\$
Total Base Bid				\$	

**BASE BID:**

\_\_\_\_\_ (\$ \_\_\_\_\_)  
Base Bid Total Sum in Words Base Bid                      Total Sum in Figures

The City reserves the right to request the unit price of some or all contract items.

\_\_\_\_\_  
Name of Bidder    Amount of Certified Check/Bidder's Bond

\_\_\_\_\_  
Address    Name of Bonding Company

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of Ninety (90) days after the date of bid opening.

## BID BOND

**Bond No. :** \_\_\_\_\_ **KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS** the City of Rolling Hills, California ("City"), has issued an invitation for bids for the work described as follows:

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

**WHEREAS** \_\_\_\_\_

\_\_\_\_\_  
(Name and address of bidder)

("Principal"), desires to submit a bid to City or the work.

**WHEREAS**, bidders are required, under the terms of the Section 20170 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 City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), being not less than ten percent (10%) of the total bid price, including alternate, 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 bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with 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 City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**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"  
Company Name:

"Surety"  
Company Name

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

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

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

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

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

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

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

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

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

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

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

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

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.

## Bidders Qualifications and References

Name of Bidder \_\_\_\_\_

### THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for \_\_\_\_\_ years.
2. Experience in work of a nature similar to that covered in the Proposal extends over a period of \_\_\_\_\_ years.
3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

4. Contractor's License Number, State of California \_\_\_\_\_ Class \_\_\_\_\_

5. Contractor's License Expiration Date \_\_\_\_\_

6. Department of Industrial Relations (DIR) Registration Number \_\_\_\_\_

7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A					
C					
D					
E					
E					



8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A				
B				
C				
D				
E				

9. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company \_\_\_\_\_ Phone \_\_\_\_\_

Surety Company \_\_\_\_\_ Phone \_\_\_\_\_

11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION

(Attach additional sheets as necessary)

12. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder \_\_\_\_\_

Name/Title: \_\_\_\_\_

## DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER \_\_\_\_\_

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated \$ Amount
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			

Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list his subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, he agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:
  - 1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
  - 2. When the listed subcontractor becomes bankrupt or insolvent, or
  - 3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
  - 4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
  - 5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
  - 6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
  - 7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates his contract and the City may exercise the option, in its own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.

[illegible]

1. That he/she is the \_\_\_\_\_ (Title of office if a corporation: "sole owner," "Partner," or other proper title) of \_\_\_\_\_, hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. Project No. -2023-04;**
2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.
4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;
7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his business.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ Contractor

\_\_\_\_\_ Signature

\_\_\_\_\_ Name/Title

**SUBSCRIBED AND SWORN TO BEFORE ME**

ON \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the County of Los Angeles,  
State of California

Place Notary Seal Above

## Pre-Bid Site Inspection Certification

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

The bidder hereby certifies that he or she and his or her Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies he or she has observed the designated Contractor Work Areas and access routes.

### **BIDDER:**

Company Name: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

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

### **BIDDER'S INSPECTORS:**

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

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

Date of Inspection: \_\_\_\_\_

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

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

Date of Inspection: \_\_\_\_\_



## Workers' Compensation Certificate

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

The bidder hereby certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

**BIDDER:**

Company Name: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

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

## Reference Standards

The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the City. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO:	American Associated of State Highway and Transportation Officials, Standard Specifications.
ACI:	American Concrete Institute, Standards
AISC:	American Institute of Steel Construction, Specification for the Design, Fabrications, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice.
AMCA:	Air Moving and Conditioning association, Standards
ANSI:	American National Standards Institute
APA:	American Plywood Association
API:	American Petroleum Institute
APWA:	American Public Works Association, Specifications for Public Works Construction
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWPA:	American Wood-Preservers' Association, Standards
AWS:	American Welding Society
AWWA:	American Water Works Association
CASQA:	California Stormwater Quality Association
CISPI:	Standards Cast Iron Soil Pipe Institute, Standards
CMAA:	Crane Manufacturers' Association of America
CRSI:	Concrete Reinforcing Steel Institute, Standards
CSS:	CalTrans Standard Specifications, State of California, Department of Transportation.
DOSH:	Division of Occupational Safety and Health, State of California, Department of Industrial Relations
ICEA:	Insulated Cable Engineers Association
IEEE:	Institute of Electrical and Electronic Engineers
IESNA:	Illuminating Engineering Society of North America
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers, Standards
NEC:	National Electric Code

NEMA:	National Electrical Manufacturers' Association, Standards
RIS:	Redwood Inspection Service, Standard
SDI:	Specifications Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SPPWC:	Standard Specification for Public Works Construction, 2021 Edition (Green Book)
SSPC:	Steel Structures Painting Council, Specifications
CBC:	California Building Code of the California Building Standards Commission
UL:	Underwriters Laboratories
WCLIB:	West Coast Lumber Inspection Bureau, Standard Grading and Dressing Rules

# General Conditions

## Article 1 - Preliminary Provisions

### 1.01 - City's Representative.

Christian Horvath / at 310-377-1521 or chrovath@cityofrh.net (sometimes herein called "Engineer") shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the contract documents.

### 1.02 - Contractor's Representative.

The Contractor shall at all times be represented on the work in person or by a foreman or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

### 1.03- Permits and Licenses.

- A. The Contractor and all subcontractors shall purchase or hold current and valid City of Rolling Hills Businesses Licenses during the entire period of the contract. The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Rolling Hills. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. The Contractor shall enforce the permit requirements. Permit fees to the City of Rolling Hills shall be waived.
- B. Where requirements of the permits differ from those of the drawings and specifications, the more stringent requirements shall apply.
- C. The Contractor shall be responsible for payment of all assessments, fees, or charges levied or imposed by any governmental or quasi-governmental authority, or public or private utility, in connection with the work during the entire period of the contract.

### 1.04 - Waiver.

Waiver by City of any breach of any term, covenant, or condition contained in the contract documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

### 1.05 - Data Furnished by the Contractor.

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as he may desire respecting the character of the materials and the progress and manner of the work, including all information necessary to determine its costs, such

as the number of men employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

#### 1.06 - Contract Drawings.

- A. The drawings which form a part of this specification are bound in a separate volume.
- B. The City will accept no responsibility for errors resulting from misinterpretation or scaling of the drawings.

#### 1.07 - Specifications and Drawings.

- A. The Contractor shall keep on the job site a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. City specifications shall govern over referenced standards. If neither is applicable, manufacturer's specifications and instructions shall apply. The Engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance, unless otherwise provided in the proposal, contract, or special requirements.
- B. The Specifications for this project are the entire agreement between the Contractor and City, which consist of the aforesaid drawings, the Notice to Contractors, the Instructions to Bidders, the Proposal, Bidding Form, Bid Bond, the Bidder's Qualifications and References, the Designation of Subcontractors, the Affidavit of Non- collusion, the Pre-bid Site Inspection Certification, the Worker's Compensation Certificate, the Reference Standards, the General Conditions, the Exhibits and the Special Conditions. If no Special Conditions are attached hereto, the Specifications are further deemed to incorporate by reference the latest edition of the Standard Specifications for Public Works Construction as an essential part of the contract documents. Copies of the "Green Book" are available for review at Christian Horvath / Consulting Engineer's office or for purchase at the following address: Building News, Inc., 10801 National Blvd., Suite 100, Los Angeles, CA 90064.
- C. In the event of a conflict between the Agreement and the General Conditions, the former shall prevail.
- D. All documents forming the complete contract are intended to integrate so that any condition or work called for in any one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings.

#### 1.08 - Lines, Grades, and Measurements.

- A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his employees, they must be reset at the Contractor's expense.
- B. The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.
- C. No direct payment will be made for the cost to the Contractor of any of the work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

#### 1.09 - Right of Way.

- A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Engineer, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from his use of City property.
- C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his operations, he shall make arrangements with the property owners for the use of such additional areas at his own expense.

#### 1.10 - Assignment of Antitrust Cause of Action.

The Contractor assigns 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 Business and Professions Code), in connection with the Project, such assignment to be effective upon final payment to the Contractor without further acknowledgment by the parties.

#### 1.11 - Signs.

Contractor shall post one (1) - 3'x 6' (shown on Exhibit N), weather-proof sign at key locations. Said sign locations shall be selected by staff and shall change as the location of the work area changes.

## Article 2 - Performance of Work

Contractor will at its own cost and expense furnish all necessary materials, labor, transportation, and equipment for doing and performing said work and the materials used shall comply with the requirements of the contract documents. All work shall be performed and completed as required in the contract documents under the direction and supervision, and subject to the approval of Christian Horvath / Consulting Engineer, or his designated representative.

### 2.02 - No Assignment.

Contractor shall not assign the contract or his interest therein in whole or in part without the prior written consent of the City Council, which may be withheld in the City's sole discretion.

### 2.03 - Standard of Performance.

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by him under the contract will be performed in the best manner; that any material furnished by him will be the best of its class; and that both work and materials will meet fully the requirements of these plans and specifications.

### 2.04 - Defective Work.

The Contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If he refuses or neglects to replace such defective work, prior to acceptance of the work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his sureties shall be liable therefore. (See Section 2.14 for curing defects after acceptance of the work).

### 2.05 - Communications Regarding the Work.

After award of the contract, all communications regarding the work covered by this Specification shall be addressed to Christian Horvath / Consulting Engineer and mailed or hand delivered to:

City of Rolling Hills  
2 Portuguese Bend Road  
Rolling Hills, California 90274



## 2.06 - Independent Contractor.

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

## 2.07 - Emergency Work.

- A. During Working Hours: In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.
- B. Outside of Working Hours: Whenever in the opinion of the City there shall arise, outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City's forces, agents or public utility operators will handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his payment as provided in the contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

## 2.08- Subcontractors.

- A. Each subcontractor shall contain a reference to the contract between the City and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in his/her opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work.
- B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

- D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. It shall be his duty to see that all of his/her subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workmen is made good by them or by himself/herself at his/her expense.
- E. The City will not undertake to settle differences between the Contractor and his subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of properly licensed specialty subcontractors, without additional expense to the City, on those parts of the work which are specified to be performed by specialty contractors.

#### 2.09 - Use of Facilities Prior to Completion of Contract.

- A. Whenever in the opinion of the Engineer any work under the contract, or any portion thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Engineer to the Contractor, use (which includes, but is not limited to, taking over or placing into service) any portion or portions designated by the Engineer.
- B. The use of any portion or portions by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion of the work of the Contractor.
- C. All necessary repairs, renewals, changes, or modifications in the work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.
- D. The use of any portion by the City shall not relieve the Contractor of any of his responsibilities or liabilities under the contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

#### 2.10 - Cooperation with other Work Forces.

- A. The City reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors.
- B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the

work under this specification. The Contractor shall cooperate and coordinate his work with that of other work forces to assure timely contract completion.

#### 2.11 - Agreements with Property Owners.

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for his information.

#### 2.12 - Protection of Property.

All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he shall immediately notify the proper owners or authorities.

#### 2.13- Contractor's Responsibilities for Losses or Liabilities.

- A. Risk of Loss: Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105(b) of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.
- B. Materials and Facilities: The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:
  - 1. The Contractor shall be responsible for any material furnished by him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work.
  - 2. The Contractor shall protect City facilities from damage resulting from his work. City facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.
  - 3. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to him or used under his direction during construction.

C. Laws and Regulations:

1. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same in writing to the Engineer.
2. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of this contract.
3. Nothing in these drawings and/or specifications is to be construed to permit work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this contract is at variance with such applicable law requirement, he shall promptly notify the Engineer.
4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the contract price shall be made as provided in Article 5 of the General Conditions. If such applicable law requirement was in effect on said date of bid submission, no adjustment of contract price will be considered.
5. The Contractor, at his own expense, shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

2.14 - Guarantee of Work.

- A. The Contractor guarantees all materials and workmanship against defects for a period of one year, unless noted otherwise, from the date of final acceptance of all work performed under the contract. The date of final acceptance will be as stated on the Notice of Acceptance.
- B. The Contractor assumes responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.
- C. The Contractor hereby agrees that if, within a period of one year, unless noted otherwise, after final acceptance of the work done under the contract, any portion of the work installed, constructed, or performed by him/her fails to fulfill any of the requirements

of the contract, he/she will, without delay and with the least practicable inconvenience and without further cost to the City, repair or replace defective or otherwise unsatisfactory work or materials. This agreement will not delay acceptance of the work or final payment.

- D. Should the Contractor fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Contractor can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary work, and the Contractor shall pay to the City the actual cost of such repairs plus 15 percent.
- E. The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Contractor and his sureties.

#### 2.15 - Cleaning and Environmental Controls.

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris and rubbish from site and dispose off-site legally. Recycling is encouraged. The Contractor should investigate opportunities for recycling.
- C. Spoil sites shall not be located where spoil shall be washed back into a street gutter, storm drain, runoff conveyance or ocean.
- D. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.
- E. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- F. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.
- G. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to insure compliance.

## Article 3 - Preliminary Provisions

### 3.01 Commencement, Prosecution, and Completion of Work

- A. Notice to Proceed: The Contractor is not authorized to perform any work under this specification until he has received from the City an official notification to commence work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence work within ten (10) calendar days after Notice to Proceed. A copy of the Notice to Proceed is included in these specifications. The notification to commence work will not be issued until the contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.
- B. Prosecution of the Work: Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he has taken into consideration and made allowances for all ordinary delays and hindrances to the work to be performed and that he will complete the work within the specified time.
- C. Required Contract Completion: Facility shall be made ready for service within fifty six (56) working days after the Notice to Proceed is issued.

### 3.02 - City's Discretion to Extend Time

In the event the work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the sole right, in its discretion, to increase the number of working days or not, as may seem best to serve the interest of the City.

### 3.03 - Delays and Extensions of Time for Contractor

- A. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. In the event of any delay to the work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the contract, to offset the delay.
- B. If any delay to the work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly there from.
- C. If any delay having a direct effect on the work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.03-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of

time, but not to any other compensation. Excusable but not compensable causes include, but are not limited to, labor disputes, weather conditions unfavorable for prosecution of the work, and acts of God.

- D. If any delay having a direct effect on the work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time; and may entitle the Contractor to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.
- E. The Contractor shall notify the Engineer in writing of any delay having a direct effect on the work and the causes thereof within 15 days from the beginning of such delay.
- F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Engineer not more than 30 days after the ending of such delay. The Contractor shall provide data showing the effect of the delay on the specified completion of the work, that they delay was beyond the control of the Contractor, and that the Contractor has revised his construction schedule, to the extent possible, to offset the delay. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified.
- G. The Engineer will investigate the facts and ascertain the extent of the delay, and his findings thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his findings and thereafter his findings shall be final and conclusive.
- H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.
- I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed. J. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

### 3.04 - Climatic Conditions

- A. The Engineer may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- B. If the Contractor believes that work should be suspended under this Section 3.04, he may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- C. No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Engineer and the Contractor on each day that work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Section 7.07.
- D. If the work is suspended and an extension of time is granted under this Section 3.04 the Contractor will be entitled to a one day extension of time for each day that he is unable to work at least one-half of his current normal work day; and if the work is suspended at the regular starting time on any work day and the Contractor's workforce is dismissed as a result thereof, then he will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for work.

### 3.05 - Safety Hazard

The Engineer may suspend operations if he determines that an imminent safety hazard exists.

### 3.06 - Liquidated Damages

- A. The deductions for liquidated damages shall be \$500.00/day from date of required contract completion until actual contract completion date.
- B. The above liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration. Timely completion is required to ensure that the owner may occupy the building fully, all facilities operational and all construction activities completed in accordance with these specifications.
- C. Should the Contractor fail to complete all or any portion of the work within the specified time therefore in Section 3.01, or within such extra time as may be allowed for delays by



formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earning for the time that the work remains incomplete after the time set for its completion.

- D. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this contract. Should the amount of the damages exceed the amount due the Contractor, he and his sureties shall be liable for the excess.

## Article 4 - Construction Progress Schedules

### 4.01 - Initial Schedule

- A. Within 24 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to Christian Horvath / Consulting Engineer for approval six (6) copies of its proposed construction schedule with sub-schedules of related activity. If the Engineer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within 5 working days thereafter.
- B. The construction schedule shall be in the form of bar charts with major activities of the project listed in chronological order showing the dates for beginning and completion of each activity.
- C. The construction schedule shall also contain:
  - 1. An economic component showing the cost of each activity, the anticipated monthly earnings and a cash flow diagram.
  - 2. A products availability schedule, which shall show the availability dates for contractor furnished equipment affecting the progress of the work, indicate the required delivery dates for City furnished materials and equipment and indicate the required installation date for utility-furnished equipment.

### 4.02 Revised Schedules

- A. After start of the work, the Contractor shall submit revised construction schedules not later than the 1st and 15th day of each month thereafter until completion of the contract.
- B. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and completion. It should also provide a narrative report of problem areas, anticipated delays and the impact on the schedule, corrective action recommended and its effect, and the effect of changes on schedules of other contractors involved with the work.

## Article 5 - Suspension or Termination of Contract

### 5.01 - Suspension of Work-Default by Contractor

- A. If the Contractor fails to begin the delivery of the material or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress as ordered, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure a full compliance with the contract within the time limit, or fails to timely pay subcontractors or suppliers, or if in the opinion of the Engineer the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract. If he neglects or refuses to comply with such notice, the City may suspend the operation of all or any part of the contract, or it may in its discretion after such notice perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof at the expense of the Contractor without suspending the contract.
- B. Upon suspension of the contract, the Engineer, acting in behalf of the City, may in his discretion take possession of all or any part of the machinery, tools, appliances, materials, and supplies that have been delivered by or on account of the Contractor for use in connection therewith and the same may be used either directly by the City or by other parties for it in the completion of the work suspended; in which case the Contractor shall be credited with a reasonable rental therefor, to be determined by the Engineer; or the City may employ other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and buy machinery, tools, appliances, materials, and supplies at the Contractor's expense as may be necessary for the proper conduct and completion of the work. The Contractor shall not make any disposition of the plant, machinery, tools, appliances, supplies, or materials used on or in connection with the work, either by sale or conveyance, inconsistent with these provisions. The Contractor shall comply with any written order of the Engineer to re-commence the work.

### 5.02 - Suspension of Work-Contract without Fault

The work may be suspended in whole or in part when determined by Christian Horvath / Consulting Engineer that such suspension is necessary in the best interest of the City, regardless of fault by the Contractor. In such event, the Contractor shall comply immediately with any written order of the Engineer suspending the work and shall comply with any written order of the Engineer re-commencing the work.

### 5.03 - Decision of Engineer Final

The determination of Christian Horvath / Consulting Engineer to suspend the work under the provisions of either section 5.01 or 5.02 shall be final and binding upon both parties.

### 5.04 - Remainder of Contract in Effect

Suspension of the contract, or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the work covered by the contract or the suspended portion thereof. The provisions of the contract permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes and all other provisions of the contract except those giving the Contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment or accounts made.

### 5.05 - Allocation of Cost

- A. Contractor at fault: When the work is suspended in whole or in part in accordance with the provisions of section 5.01 any cost to the City in excess of the contract price, arising from the suspension of the work, or from work performed or purchase made by the City, either before or after suspension, and required on account or failure of the Contractor to comply with his/her contract or the orders of the Engineer issued in pursuance thereof, will be charged to the Contractor and his/her sureties, who shall be liable therefor. If the net credits shall be in excess of the claims of the City against the Contractor, the balance will be paid to the Contractor or his legal representative.
- B. Contractor without Fault:
  - 1. Where the work is suspended in whole or in part in accordance with the provisions of section 5.02, the Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The City will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by and reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.
  - 2. If the Contractor desires payment for such a delay it shall, within 30 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these

items within the times specified will be considered grounds for refusal by the City to consider such request.

#### 5.06 - Termination of Contract-Default by Contractor

- A. The City may terminate the Contractor's performance under the Contract and declare the Contractor in default for any breach of the Contract, which shall include, by way of example and not by limitation: (1) the Contractor fails to begin the delivery of the material or to commence work as provided in the contract; (2) the Contractor fails to make or maintain the rate of delivery of material or progress of work promptly as ordered or required under the contract, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure full compliance with the contract within the time limit; (3) the Contractor fails to make prompt payment to subcontractors, materialmen, laborers or suppliers; (4) the Contractor fails to execute or prosecute the Work properly, or in the manner or location specified in the Contract, or fails to complete the Work entirely on or before any date established for partial or final completion, or fails to maintain a work program or schedule as to ensure the City's interest; (5) if there shall be filed by or against the Contractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty days therefrom the Contractor fails to secure a discharge thereof; (6) the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; (7) the Contractor fails to perform the work in accordance with the contract documents (including without limitation, the failure to supply suitable materials and equipment, or sufficiently skilled workers and a sufficient number thereof, to perform the work in accordance with the contract documents); (8) the Contractor disregards any applicable law, rule, regulation, order or directive; (9) if, in the reasonable opinion of the Engineer, the Contractor is not complying in good faith with any term or condition of the contract or any order from the City.
- B. In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums bid and the quantity of work completed at the time of cancellation, less damages caused to the City by acts of the Contractor causing the cancellation. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason.
- C. The procedures for declaring the Contractor in default are as follows. The City shall first serve written notice upon the Contractor, demanding full compliance with the Contract within 5 days after receipt of such notice. The surety on the faithful performance bond may be provided with a copy of such notice. If the Contractor does not comply with such notice within 5 days after receiving it, or if, after starting to comply, the Contractor fails to prosecute the work or otherwise comply with such notice promptly and in good faith, the City may declare Contractor in default, and such default shall be effective immediately

upon Contractor's receipt of written notice of default from the City. A copy of such notice of default shall be provided to the surety.

- D. In the event that Contractor is served with notice of default, the City may, immediately upon Contractor's receipt of such notice, exclude it from the premises and take possession of all material and equipment, and complete the Work by City forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within five (5) days after the completion all costs in excess of the Contract Price.
- E. If the Surety assumes any part of the work, it shall take the Contractor's place in all respects for that part and shall be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.
- F. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

#### 5.07 - Termination of Contract - Contractor without Fault

- A. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, as defined in section 4151(b) of the State Government Code, by law, or by official action of a public authority.
- B. When written notice by the Engineer to discontinue work is served upon the Contractor because the Contract has been terminated as provided in subsection A above; the Contractor shall comply immediately with the order of the Engineer.
- C. The Contractor shall be paid for work performed to the time of termination at the unit prices named in the contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of termination bears to the total work to be performed under the contract as determined by the Engineer. In no event will the City be liable to the Contractor for breach of contract, extra work, or damages because of said termination of contract.

## Article 6 - Changes

### 6.01 - Changes Initiated by City

The City reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by Christian Horvath / Consulting Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

### 6.02 - Changes at the Contractor's Request

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with the plans and specifications and applies in writing for a modification of requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City.

### 6.03 - Change Orders - Procedure

- A. Engineer's Adjustment of Contract Terms: Changes will be set forth in a contract change order. If the work to be done or change to be made causes an increase or decrease in the Contractor's cost of performance of the contract, an equitable adjustment may be made as determined by the Engineer. The contract change order will specify the payment to be made or credit to be taken and adjustment of the contract time, if any. Payment in accordance with the terms and conditions set forth in a contract change order shall constitute full compensation for all work included therein or required thereby.
- B. Contractor's Agreement: Contractor shall proceed with the ordered work, unless another starting date is specified. If the Contractor agrees with the terms and conditions of the contract change order, he shall indicate his acceptance by signing the original copy and returning it to the Engineer within 3 days. If the Contractor disagrees with the terms and conditions of such contract change order, he shall proceed with the ordered work and shall submit a written protest in accordance with "E. Protest Procedure."
- C. Submittal of Contractor's Proposal of Changes: Prior to issuing an approved contract change order, the Engineer may request that the Contractor submit a proposal covering the changes. The request will include a description of the work or revised drawings or specifications reflecting changes proposed to be ordered. Within 3 days after receiving the request the Contractor shall submit his proposal to the Engineer, including any claim for extension of time and any and all compensation which may be necessary as a result of performing the changes. If the Engineer decides not to issue a contract change order

after requesting a proposal from the Contractor, the Contractor will be notified of such decision in writing.

- D. Issuance of Engineer's Order: The Engineer may, in writing, order the Contractor to proceed with the work prior to receipt of an approved contract change order therefor. In such case, the Engineer will as soon as practicable issue an approved contract change order for the work and the provisions "E. Protest Procedure" shall be fully applicable to such subsequently issued contract change order. The Contractor shall keep full and complete records of the cost of the ordered work until the method of compensation is determined and the approved change order is received, and shall permit the Engineer to have access to such records. An approved change order shall supersede any previously issued written order covering the same work.

E. Protest Procedure:

1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which he has not executed, he shall submit a written protest to the Engineer within 3 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time and his decision thereon shall be conclusive and binding against both parties to the contract, except in the case of gross error. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested approved change order will be considered as an executed contract change order.
2. When the protest concerning an approved contract change order relates to compensation, the Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
3. When the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 3.03.

F. Extra Work:

1. Work not covered by any of the items of the bidding form for which there are bid prices or by any combination of such items, as determined by the Engineer, and work specifically designated as extra work in the drawings or specifications is extra work. The Contractor shall furnish the required labor, material, and equipment and shall perform such extra work upon receipt of a contract change order therefor. All labor, material, and equipment shall be subject to approval of the Engineer.



2. Extra work will be paid for by an adjustment of the contract price or on a force-account basis as provided in Section 7.06, or a combination of both, as determined by the Engineer. Extra work will not be paid for unless ordered in writing by the Engineer. The determination of the Engineer on all questions relating to extra work shall be conclusive and binding against both parties to the contract except in the case of gross error.

## Article 7 - Contract Payments and Claims

### 7.01 - General

- A. Payment will be made at the price for each item listed on the bidding form as extra work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Engineer of the Schedule of Costs, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Engineer of the monthly revision of the Construction Progress Schedule.

### 7.02 - Schedule of Costs for Payments

- A. The Contractor shall submit to the Engineer, within ten (10) working days after Notice to Proceed, six (6) copies of a Schedule of Costs. The Schedule of Costs shall be a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract.
- B. The total of the price breakdown shall agree with the lump-sum price bid. The price breakdown shall, as a minimum, show the cost of each item of the Construction Progress Schedule, Article 4. Any additional breakdown of the Schedule of Costs, by quantities and prices of work and materials, considered necessary by the Engineer will be as determined by the Engineer. The price breakdown shall not be unbalanced, shall be subject to adjustment between the Engineer and the Contractor, and will be used as a basis for progress payments.
- C. Acceptance of the Schedule of Costs by the Engineer shall not relieve the Contractor of the responsibility of performing all the work needed to complete the projects at the lump-sum price bid.

### 7.03 Progress Payments

- A. Determination by Engineer: The Engineer will make an approximate measurement of all approved materials delivered to the job site and work performed by the Contractor through the last working day of each calendar month for the purpose of making a progress payment. No payment will be made for the fabrication or production of materials off the job site, or for materials stored off the job site. The Engineer will classify the work according to items listed on the Bidding Form and will estimate the value thereof and the basis of prices shown, or as extra work. The classification of the work

performed and the value thereof will be based on the Schedule of Costs submitted by the Contractor.

- B. Five Percent Retention: From the amount thus determined, five percent thereof will be deducted as retention by the City for performance security. The amount of all payments previously made to the Contractor and any amounts due to the City from the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract will be deducted from the remainder. The remaining amount will be paid as a progress payment by the City to the Contractor thirty (30) days from the date that the undisputed invoice is received.
- C. Additional Retention: In addition to the retention under Paragraph B above, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if such course be deemed necessary to protect the City from loss due to the Contractor's failure to protect any of the following: (1) meet his obligations; (2) expedite the work; (3) correct rejected work; (4) settle damages as provided; or (5) produce substantial evidence that no claims will or have been filed, and/or if it has been determined that unpaid balance may be insufficient to complete the work.
- D. Effect of Progress Payment: All material and work covered by progress payments thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work as a waiver of the City's right to require fulfillment of all of the contract terms.
- E. Contractor Retention Escrow Accounts: Contractor may, at it's own expense, elect to have the said five percent retention paid to a qualified escrow agent, pursuant to Public Contracts Code § 22300, and any escrow agreement shall conform to the requirements of that section and be approved by the City. City approval process includes approval by the City Attorney, the City Council and the City Financial Services Department. Said City approval could take up to 120 calendar days.

#### 7.04 - Final Payment and Release of Claims

- A. Notice of Acceptance and final payment: Upon completion of the work as determined by the Engineer, a Notice of Acceptance will be issued, and a Notice of Completion will be recorded with the County. The City will pay to the Contractor 35 days after issuing the Notice of Acceptance, or as soon thereafter as practicable, the remaining amount due the Contractor, less all prior payments and advances whatsoever to or for the account of the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which throughout this contract

is called "final payment." A copy of the Notice of Acceptance is included in these specifications.

- B. Release of Claims: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall have delivered to the City a complete release of all claims against the City arising under and by virtue of this contract and related to undisputed amounts, including claims of subcontractors and suppliers of either materials or labor. If disputed contract claims in stated amounts are unresolved 35 days after issuing the Notice of Acceptance, a progress payment of undisputed amounts and retained funds will be made by the City upon receipt of a release specifically excluding the disputed contract claims. Upon resolution of disputed claims, the Contractor shall execute a supplemental release and, upon delivery, the City will make final payment. A copy of the release form is included in these specifications.
- C. Acceptance of final payment constitutes release: The acceptance of the final payment by the Contractor shall be and shall operate as a release to the City of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the City and others relating to or arising out of this work. No payments, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the bonds for payment and for faithful performance.

#### 7.05 - Force-Account Payment

- A. Computation of Payment: When work is to be paid for on a force-account basis, the Contractor will be paid the costs of labor, materials, and equipment as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, except when agreement has been reached to pay in accordance with Paragraph 7.05.E. To the total of the costs computed as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, there will be added a markup of 20 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the equipment rental. These markups shall constitute full compensation for profit and for all overhead costs which include superintendence, bond and insurance premiums, and all other items of expense not specifically designated as cost or equipment rental in Paragraphs 7.05.B, 7.05.C and 7.05.D. The total payment made as provided above shall constitute full compensation for work performed on a force-account basis.

It is understood that labor, materials and equipment may be furnished by the Contractor or by a subcontractor or by others on behalf of the Contractor. When work paid for on a force-account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work and no additional payment therefor will be made by the City.

- B. Labor: The cost of labor used in performing the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:
1. Actual Wages. Actual wages paid to other workers, including foremen devoting their exclusive attention to the work in question. The actual wages shall include payments to, or on behalf of, workers for health and welfare, pension, vacation, and similar purposes.
  2. Labor Surcharge. To the actual wages, as defined in Paragraph 7.05.B.1 above, will be added 27 percent which percentage shall constitute full compensation for all payments imposed by state and federal laws, and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Paragraph 7.05.B.1 above and the amount paid for travel and subsistence as specified in Paragraph 7.05.B.3 following.
  3. Travel and Subsistence. The amount paid to the workers for travel and subsistence as defined in applicable collective bargaining agreements filed with the Department of Industrial Relations under the provisions of Section 1773.8 of the Labor Code.
- C. Materials: Only materials incorporated in the work will be paid for, the cost of which will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:
1. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.
  2. If materials are procured by the purchaser by any method which is not a direct purchase from a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for costs incurred in the handling of such materials will be permitted.
  3. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered on the job site, whichever price is lower.
  4. If the cost of such materials is excessive, in the opinion of the Engineer, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Paragraph 7.05.C.1 above.

5. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined as provided in Paragraph 7.05.C.4 above. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rates established as provided in Paragraph 7.05.D.1 and 7.05.D.2 below, which rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Operators of rented equipment will be paid for as provided in Paragraph 7.05.B above. All rented equipment shall, as determined by the Engineer, be in good working condition for the purpose for which it is to be used. Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.
1. Equipment on the work: For the use of any equipment normally required for the contract regardless of whether the equipment is already on the work or is to be delivered to the work and regardless of ownership and any rental or other agreement entered into by the Contractor for the use of such equipment, the Contractor will be paid as provided herein at the current local rental rates used by the State of California. (Copies of the Equipment Rental Rates used by the State will be furnished on request.) Individual pieces of equipment not listed and having a replacement value of Two Hundred Dollars (\$200) or less shall be considered to be tools or small equipment and no payment will be made for their use on the work. The hourly rates for equipment not listed under the schedules of rental rates set forth by the State of California shall be those agreed upon by the Contractor and the Engineer prior to the use of the equipment, except that in no case shall the rental rates exceed those of established distributors or equipment rental agencies. In computing the hourly rental of equipment, less than 30 minutes shall be considered 1/2 hour, except that the minimum rental time to be paid per day shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or non-working days. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force-account work being performed. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the force-account work on other than the force-account work.
  2. Equipment not on the work: For the use of equipment not required under the contract and moved in on the work and used exclusively for force- account work, the Contractor will be paid as provided herein and at the rates agreed upon by the Contractor and the Engineer, except that in no case shall the rental rates paid exceed those of established distributors or equipment rental agencies. The rental

period shall begin at the time the equipment is unloaded at the site of the force-account work and shall terminate at the end of the day on which the order to discontinue the force-account work is given to the Contractor by the Engineer, except that the minimum total rental time to be paid for shall be not less than eight hours. Except as provided in the last sentence of this paragraph, the Contractor will be paid the cost of transporting the equipment to the work and its return to its original location, provided the original location of the equipment has been agreed to in advance by the Engineer, and provided further that such costs shall not exceed the applicable minimum Public Utility Commission's established rates for transporting the equipment. Should the equipment be transported by low bed trailers, hourly rates charged by established haulers will be paid. Also, the City will pay for loading and unloading costs. Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions, provided such costs does not exceed the cost of moving the equipment to the work. Payment for transporting and loading and unloading the equipment as provided herein will not be made if the equipment is used on the work in any other way than upon the force- account work.

- E. Work Performed by Special Forces or Other Special Services: When the Engineer and the Contractor, by agreement, determine that a special service or an item of force-account work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or force-account work item may be performed by a specialist. Invoices of such services or item or force-account work on the basis of the current market prices thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein the Contractor is required to perform force-account work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of force-account work performed in such facility may, by agreement, be accepted as a specialist billing. To the specialist invoice price, less credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Paragraph 7.05.A above.
- F. Reporting and Invoicing: All force-account work shall be reported daily upon Daily Cost of Extra Work Sheets furnished by the Engineer to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force-account work done. Complete detailed invoices covering the force-account work shall be submitted for payment no later than 15 days after the completion of the work. Those not so detailed will not be processed for payment until details are furnished. The charges for work performed by the Contractor, by a subcontractor, and by an employee of a subcontractor shall be reported separately. Substantiating invoices from suppliers, vendors, and subcontractors shall be included with the Contractor's invoices. The

Contractor shall permit examination of accounts, bills, and vouchers relating to the force-account work, when requested by the Engineer.

#### 7.06 - Claims and Protests-Contract Requirements

- A. Written Protest: If work demanded of the Contractor is considered by him to be outside the requirements of the contract, or if he considers any decision of the Engineer to be unfair, he shall, upon such work being demanded or such decision being made, proceed without delay to perform the work or conform to the decision, and shall give written notice of protest to the Engineer within 48 hours. The written notice shall include the date and circumstances of the order or decision and his objections thereto. The Engineer will consider and investigate the protest and his/her decision thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his/her findings and thereafter his/her findings shall be final and conclusive. Except for such protests as are made of record in the manner specified, the Contractor waives all grounds for protest to such orders or decisions of the Engineer.
- B. Written Claim: No more than 30 days after submitting a protest in accordance with 7.07.A. above or 30 days after completing the protested work, if that is later, the Contractor shall submit to the Engineer his/her claim concerning the matter so noticed. The claim shall set forth clearly concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, the references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data may be requested in writing by the Engineer within the time specified in such request. In addition, he/she shall maintain complete and accurate daily records of the costs of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested. Any order or decisions of the Engineer as to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.
- C. Written Decision: After reviewing the written claim submitted by the Contractor and any additional information furnished by the Contractor and after considering the facts of the matter, the Engineer will give the Contractor written notice of the Engineer's final determination regarding the claim.



## Article 8 - Materials

### 8.01 - General

- A. The Contractor shall furnish all materials needed to complete the work and installations required under the terms of this contract, except those materials specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence of compliance with the specifications of such materials to be furnished and used in the work as the Engineer may require. Materials incorporated in the work and not specifically covered in the specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

### 8.02 - Quality and Workmanship

All materials must be of the specified quality and equal to approved samples, if samples have been required. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or drawings. All work performed under this Specification will be inspected by the Engineer as provided in Paragraph 8.04. All work performed within City or County street or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with this Specification, in the opinion of the Engineer shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

### 8.03 - Trade Names and "Or Approved Equal" Provision

Whenever in the specifications or in the drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal quality and utility on approval of the Engineer, provided the use of such brand or manufacture involves no additional cost to the City.

#### 8.04 - Approval of Materials

- A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Engineer for test purposes. He shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Engineer by the Contractor. Both the labels on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specification number and title, and a reference to the applicable drawings and specification paragraphs.
- C. Materials or equipment of which samples are required shall not be used on the work until approval has been given by the Engineer in writing. Approval of any sample shall be only for the characteristics of for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement.
- D. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further sample of the same brand or make of that material.

#### 8.05 - Ordering Materials

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to the Engineer, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of this Specification.

#### 8.06 - Authority of the Engineer

On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding on both parties, except in the case of gross error. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but he is not responsible for the superintendence of

construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

#### 8.07 - Inspection

- A. All materials furnished and work done under this contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. The Engineer, or his authorized agent or agents, at all times shall have access to all parts of the shop and the works where such material under his inspection is being manufactured or the work performed. Work or material that does not conform to the specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor of installation or construction is permitted or directed to do night work or to vary the period during which work is carried on each day, he shall give the Engineer due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Engineer.
- B. No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights- of-way, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

#### 8.08 - Infringement of Patents

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, his agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, material, supplies or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, material, supplies, or appliances, as may by this contract be required to be supplied and used, in that event the Contractor shall at his expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use

such invention, process, equipment, article, material, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution herein before required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him and his surety, notwithstanding final payment under this contract may have been made.

## Article 9 - Submittals

### 9.01 - General

- A. The Contractor shall submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of these plans and specifications.
- B. Specific items to be covered by the submittals shall include, as a minimum, the following:
  - 1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
  - 2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
  - 3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
  - 4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
  - 5. Samples.
  - 6. Colors.
  - 7. Substitutions.
  - 8. Manuals.
  - 9. As-built drawings.
- C. Submit a schedule of submittals.

### 9.02 - Product Handling

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this section.
- B. Submit priority of processing when appropriate.

### 9.03 - Schedule of Submittals

Contractor shall provide the City with a schedule of submittals within ten (10) working days from the date of Notice of Award.

### 9.04 - Shop Drawings

- A. Scale required: Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. Type of prints required: Make all shop drawings prints in blue or black line on white background. Reproductions of City drawings are not acceptable.
- C. Size of drawings required: The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the City's standard sheet sizes as listed below:

<u>Sheet Sizes</u>
<u>Height X Width</u>
11" X 8 1/2"
11" X 17"
24" X 36"

The title block shall be located in the lower right-hand corner of each drawing and shall be clear of all line work, dimensions, details, and notes.

### 9.05 - Colors

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Engineer for his review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

### 9.06 - Manufacturers' Literature

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

### 9.07 - Substitutions

- A. Engineer's approval required:
  - 1. The contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the Engineer's approval.

2. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

B. Trade names and "or approved equal" provision: See Article 8.03.

#### 9.08 - Manuals

- A. Format: When manuals are required to be submitted covering items included in this work, prepare such manuals in approximately 8-1/2" X 11" format in durable plastic binders and with at least the following:
  1. Identification on, or readable through, the front cover stating general nature of the manual.
  2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.
  3. Complete instructions regarding operation and maintenance of all equipment involved.
  4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
  5. Copy of all guarantees and warranties issued.
  6. Copy of drawings with all data concerning changes made during construction.
- B. Extraneous data: Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

#### 9.09 - As-Built Drawings

- A. When required to be submitted covering items included in this work, the Contractor shall deliver to the City one complete set of final As-Built reproducible drawings for City records before the contract will be accepted by the City.
- B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).

- C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

#### 9.10 - Submittals Quantities

1. Submit six (6) copies of all data and drawings unless specified otherwise.
2. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Engineer.

#### 9.11 - Identification of Submittals

Completely identify each submittal and resubmittal by showing at least the following information:

1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
2. Name of project as it appears in this specification and specification number.
3. Drawing number and specification section number other than this section to which the submittal applies.
4. Whether this is an original submittal or resubmittal.
5. For samples, indicate the source of the sample.

#### 9.12 - Schedule of Submittals

- A. Submit initial schedule of submittals within ten (10) days after Notice of Award.
- B. Submit revised schedule of submittals within five (5) days after date of request from the Engineer.
- C. Engineer will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within 5 days after receipt.

#### 9.13 - Coordination of Submittals

- A. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:



1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
  2. Coordinate as required with all trades and with all public agencies involved.
  3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
  4. Clearly indicate all deviations from the contract documents.
- B. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the contract documents.

#### 9.14 - Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten (10) working days for the Engineer's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

#### 9.15 - Approval by City

- A. One copy of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "Approved," "Approved as Noted," or "Returned for Correction," Manuals, schedule of costs and as-built drawings will be returned for resubmittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.
- D. Resubmit revised drawings or data as indicated, in seven (7) copies.
- E. Approval of each submittal by the Engineer will be general only and shall not be construed as:
1. Permitting any departures from the contract requirements.

2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the Engineer.

#### 9.16 - Changes to Approved Submittals

- A. Resubmittal is required for any proposed change to an approved submittal. Changes which require resubmittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All resubmittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy."

## Article 10 - Safety

### 10.01 Protection of Persons and Property

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

### 10.02 Protection from Hazards

- A. Trench Excavation Safety Plans: Attention is directed to the provisions of Section 6705 of the Labor Code. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.
- B. Confined Spaces:
  - 1. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe. Note: Confined spaces for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors.
  - 2. No employees shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as container of toxic gases,

light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side opening or manholes when practicable.

- C. Material Safety Data Sheet: Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT", of these General Conditions.

#### 10.03- Differing Site Conditions

- A. Attention is directed to Section 7104 of the Public Contract Code.
- B. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:
  - 1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required by law to be removed to a Class I, Class II, or Class III disposal site.
  - 2. Subsurface or latent physical conditions at the site differing materially from those indicated in its contract.
  - 3. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- C. The Engineer will promptly investigate the conditions. If he finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under this contract, an equitable adjustment will be made, as determined by the Engineer.

- D. In the event of disagreement between the Contractor and the Engineer whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any completion date required by the contract, but shall proceed with all work to be performed under the contract.
- E. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this contract which pertain to the resolution of disputes and protests.

#### 10.04 - Traffic Regulation

- A. Temporary Safeguards: During the performance of the work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his judgment for the prevention of accidents; and he shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the California Manual on Traffic Control Devices (CAMUTCD).
- B. Submittals: Contractor shall submit at least 15 days prior to work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of these specifications.
- C. Quality Assurance:
  - 1. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the Engineer and all agencies having jurisdiction.
  - 2. Contractor shall immediately notify the Engineer and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

#### 10.05 - Traffic Control Devices

Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the California Manual on Traffic Control Devices (CAMUTCD).

- A. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.
- B. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the

current State of California Department of Transportation specification for reflective sheeting on highway signs.

#### 10.06 - Execution

- A. Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- B. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.
- C. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.
- D. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
- E. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

#### 10.07 - Flagging

Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

- A. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.
- B. Flaggers shall be employed full time on traffic control and shall have no other duties.

## Article 11 - Indemnity, Insurance and Bonds

### 11.01 - Indemnity Standard Specifications

The indemnity provisions shall be as follows.

#### 11.01-1 - 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.

#### 11.01-2 - Civil Code Exception

Nothing in this Section 11.01 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.

### 11.01-3 - 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.

### 11.01-4 - 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.

### 11.01-5 - Survival

The provisions of this Section 11.01 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.

### 11.02 - Minimum Scope of Insurance

Contractor shall maintain minimum insurance coverage, at least as broad as following:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. 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, the Contractor hereby 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.”

#### 11.03 - Minimum Limits of Insurance

Contractor shall maintain minimum insurance limits no less than the following:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

#### 11.04 - Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### 11.05 - Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement:
  - 1. General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor’s insurance, or as a separate owner’s policy.
  - 2. Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

- B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- E. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

#### 11.06 - Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### 11.07 - Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### 11.08 - Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 11.09 - Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## 11.10 - Endorsements and Certificate

- A. Contractor shall have its insurance carrier(s) complete and execute the following documents, together with a copy of each insurance policy required under the contract, including all endorsements thereto, which shall be delivered to Christian Horvath / Consulting Engineer within ten (10) working days following issuance of the Resolution of Award of Public Works Project:
  - 1. Form entitled: General Liability Endorsement, attached hereto as Exhibit A.
  - 2. Form entitled: Automotive Liability Endorsement, attached hereto as Exhibit B.
  - 3. Proof of Worker's Compensation Insurance (Employer's Liability), or if Contractor is self-insured for worker's compensation, a self-insuring certificate therefor from the State of California.
  - 4. Form entitled: Waiver of Subrogation Clause and Contribution, attached hereto as Exhibit C, for all coverage and policies.
  - 5. Form entitled: Certificate of Insurance, with 30 days' prior notice of cancellation required as to all coverage and policies.
- B. The contract will not be executed by the City and the Notice to Proceed issued until the aforesaid insurance documents have been received and approved by the City. City's decision as to the acceptability of all insurance documents is final. No substitution of the form of the documents or the endorsements or amendments thereto will be permitted without the prior written consent of City.

## 11.11 - Bonds

- A. Contractor shall furnish the following bonds:
  - 1. A Faithful Performance Bond in an amount equal to One Hundred percent (100%) of the contract price on City form, attached hereto as Exhibit E.
  - 2. A Payment Bond (Labor and Material) in an amount equal to One Hundred percent (100%) of the total contract price on City form, attached hereto as Exhibit F.

3. A Maintenance Bond in an amount equal to Ten percent (10%) of the total contract price on City form, attached hereto as Exhibit G.
- B. All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.
- C. The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bonds obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. §§ 9304- 9306 as an acceptable surety on federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bonds provided must not exceed the surety's bonding limitations as set forth in Circular 570. Bonds shall be in multiples of \$1,000 only; provided, however, that the amount of the bond shall otherwise be fixed at the lowest sum that will fulfill all conditions herein set forth.
- D. If during the continuance of the Contract any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten days after notice, and in default thereof the contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.
- E. No modifications or alterations made in the work to be performed under the contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.
- F. The contract will not be executed by City nor the Notice to Proceed issued until the aforesaid bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

## Article 12 - Labor Provisions

### 12.01 - Working Hours

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday. City Hall is closed every other Friday.
- B. Work on Saturdays, Sundays, or City holidays requires prior consent of Christian Horvath / Consulting Engineer and is subject to Cost of Overtime Construction Inspection.
- C. City holidays are:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day (observed the last Monday in May)  
Independence Day  
Labor Day (observed the first Monday in September)  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day

Holidays which fall on Saturday shall be observed the preceding Friday and holidays which fall on Sunday shall be observed the following Monday.

### 12.02 - Cost of Overtime Construction Inspection

- A. Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, alternating City Hall closed Fridays, or holidays the charges will be as shown in the following schedule:

Class	Charge Per Hour
Construction Inspector	\$ 170.00

Other equipment as identified in City Council Resolution, Fees for Public Works permits, inspections, reviews and services for sewer connection fees.

- B. There will be no charges for the inspection of overtime work ordered by Christian Horvath or required by the specifications.

### 12.03 - Compliance with State Labor Code

- A. Contractor acknowledges that this 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 Agreement is subject to (1) Chapter 1, including without limitation Labor Code Section 1771 and (2) 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 (1) and (2) as though set forth in full herein.
- B. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 12.03 A above.
- C. 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 Agreement 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 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.
- D. 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 those statutory provisions and a requirement that each subcontractor shall comply with those statutory 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 (described in Section 12.04 below). Contractor shall diligently take corrective action to halt or rectify any failure.
- E. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

- F. Pursuant to Labor Code Section 1771.4(a)(1), project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 12.04 - Wage Rates

- A. State Prevailing Wages: The Contractor shall pay its workers on this City project, in accordance with the prevailing wage rate.
1. 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 Agreement are on file at City Hall and will be made available to any interested party on request. 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 this Agreement.
  2. 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 the maximum amount allowable by law 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 this Agreement by Contractor or by any subcontractor. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
  3. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.
  4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.
  5. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of Industrial Relations, State of California.
- B. Federal Prevailing Wages: In the event this is a federally assisted construction contract, Contractor acknowledges that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Contractor

understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at [www.access.gpo.gov/davisbacon/ca.html](http://www.access.gpo.gov/davisbacon/ca.html)) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail. The City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the federal wage rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.

- C. 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, including the street address, city and county, and shall, within five working days, provide a notice of a change in location and address. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work. Upon request by Christian Horvath / Consulting Engineer, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

#### 12.05 - Employment of Apprentices

- A. 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 aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- B. In the event the Contractor or any subcontractor willfully fails to comply with the aforesaid sections, such Contractor or subcontractor shall be subject to the penalties for noncompliance in Labor Code Section 1777.7.

#### 12.06 - Character of Workmen

The Contractor shall not allow its agents or employees, its subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the work. Only



skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by Christian Horvath / Consulting Engineer, the Contractor shall discharge any person who commits trespass or in the opinion of Christian Horvath / Consulting Engineer disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Any employee being intoxicated or bringing or having intoxicating liquors on the work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers.

# Exhibits

## Exhibit A – General Liability Endorsement

### GENERAL LIABILITY ENDORSEMENT

#### POLICY INFORMATION

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_ Endorsement Effective Date \_\_\_\_\_

Named Insured \_\_\_\_\_

Address of Named Insured \_\_\_\_\_

Limit of Liability any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_

General Liability Aggregate Applies Separately to This Project/Location:

Yes \_\_\_\_\_ No \_\_\_\_\_

Deductible or Self-Insured Retention (None unless otherwise specified): \_\_\_\_\_

Coverage is equivalent to Commercial General Liability occurrence form CG 0001:

Yes \_\_\_\_\_ No \_\_\_\_\_

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#### POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Rolling Hills, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

## INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

\_\_\_\_\_  
(Name/Department)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

---

### SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
Signature - Authorized Representative / Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address/Telephone

\_\_\_\_\_  
Date

## Exhibit B – Automobile Liability Endorsement

### AUTOMOBILE LIABILITY ENDORSEMENT

#### POLICY INFORMATION

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_ Endorsement Effective Date \_\_\_\_\_

Named Insured \_\_\_\_\_

Address of Named Insured \_\_\_\_\_

Limit of Liability any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_

Deductible or Self-Insured Retention (None unless otherwise specified): \_\_\_\_\_

Coverage is equivalent to Commercial Auto form CA 0001, Code 1 (“any auto”) on endorsement CA 0025: Yes \_\_\_\_\_ No \_\_\_\_\_

#### POLICY AMENDMENTS

1. **WHO IS AN INSURED** (Section II) is amended to include as an insured the City of Rolling Hills, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

## INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

\_\_\_\_\_  
(Name/Department)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

---

## INCIDENT AND CLAIM REPORTING PROCEDURE

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
Signature - Authorized Representative / Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address/Telephone

\_\_\_\_\_  
Date

## Exhibit C – Waiver of Subrogation and Contribution

### WAIVER OF SUBROGATION AND CONTRIBUTION

The contractor and the insurer, jointly and severally, on behalf of themselves, and all parties claiming under or through them, hereby waive all rights of subrogation and contribution against the City of Rolling Hills and its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "City"), 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 connection with the performance of the work under the designated contract by the contractor, its subcontractors, and the respective officers, agents and employees thereof, regardless of any prior, concurrent, or subsequent active or passive negligence by city.

Designated Contract: **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. Project No. -2023-04.**

Name of Contractor: \_\_\_\_\_

Name of Insurer: \_\_\_\_\_

Policy No(s): \_\_\_\_\_

#### CONTRACTOR

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

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

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

#### INSURER

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

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

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

## Exhibit D – Deductible Sample Letter

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Phone No. of Contractor)

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

City of Rolling Hills  
2 Portuguese Bend Road  
Rolling Hills, CA. 90274

**Subject: City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV  
WALTERIA SUB. Project No. -2023-04.**

Dear Sir/Madam:

(Contractor's Name) hereby assumes sole responsibility for any and all deductibles on all its Policies, and shall cover any and all claims that might arise out of working by/for (Contractor's Name) on the above subject project, that said deductibles might not cover.

\_\_\_\_\_  
Authorized Representative

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

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



## Exhibit E – Performance Bond

### Performance Bond

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

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Rolling Hills, California ("City"), has awarded to

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\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

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

**NOW, THEREFORE**, we, the undersigned Principal, and

---

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

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of 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, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold

harmless the City, its officers, agents, and others as therein provided, 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 City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**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.

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

**"Principal"**

**"Surety"**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

(Seal)

**CITY OF ROLLING HILLS**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Christian Horvath, Risk Manager

By: \_\_\_\_\_  
Patrick Donegan, City 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.

## Exhibit F – Payment Bond

### Payment Bond

(Labor and Material)

**Bond No. :** \_\_\_\_\_ **KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Rolling Hills, California ("City"), has awarded to

\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

**WHEREAS**, Principal is required under the terms of the Contract and the California Civil Code secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law

**NOW, THEREFORE**, we, the undersigned Principal, and

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

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of 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, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor

performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**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.

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

**"Principal"**

**"Surety"**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

(Seal)

**CITY OF ROLLING HILLS**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Christian Horvath, Risk Manager

By: \_\_\_\_\_  
Patrick Donegan, City 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.

## Exhibit G – Maintenance Bond

### Maintenance Bond

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**Bond No. :** \_\_\_\_\_ **KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Rolling Hills, California ("City"), has awarded to

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(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

**City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.  
Project No. -2023-04.**

**WHEREAS**, the Principal is required to furnish a bond in connection with said contract guaranteeing the maintenance thereof.

**NOW, THEREFORE**, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than ten percent (10%) of the total contract price, be paid to the City, its successors and assigns, for which payment will 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 bound Principal fails to make at its expense, in order to restore the work to full compliance with the requirements of the above-mentioned contract or any modifications or amendments thereto, any and all repairs and replacements made necessary by defects in materials or poor workmanship that become evident within one (1) year after the date of final payment to the Contractor, or if the Contractor fails to hold the City harmless from claims of any kind arising from damage due to said defects in materials or poor workmanship, then the Surety or sureties shall pay to the City and the City shall be entitled to retain and use the full amount of the Maintenance Bond set forth above, or any portion thereof sufficient to permit City or any contractors or subcontractors selected by the City to do the work in order to restore it to full compliance with the requirements of the contract or any modifications or amendments thereto, and sufficient to hold the City harmless from claims arising from defects in materials or poor workmanship; otherwise, the above obligations shall be void. If suit is brought to enforce the terms of this Maintenance Bond, the prevailing party shall be entitled to receive from the other party costs of suit, including reasonable attorneys' fees.

**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.

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

**"Principal"**

**"Surety"**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

(Seal)

**CITY OF ROLLING HILLS**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

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

Christian Horvath, Risk Manager

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

Patrick Donegan, City 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.



## Exhibit H - Notice of Award of a Public Works Contract

### CITY OF ROLLING HILLS

### NOTICE OF AWARD OF PUBLIC WORKS CONTRACT

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name, Address and Phone No. of Contractor)

**NOTICE IS HEREBY GIVEN** that the aforesaid contractor is the successful bidder for the **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.**

**Project No. -2023-04**, as more particularly described in the plans and specifications therefore, and incorporated herein by reference, and is awarded the contract for the projects. Prior to signature of the Mayor to the contract, all applicable insurance certificates and bonds shall be provided to the City. **The aforesaid contractor acknowledges that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.**

**CITY OF ROLLING HILLS**

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

Christian Horvath / Project Manager

## Exhibit I - Agreement

### CONTRACT AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between [INSERT CONTRACTOR NAME] (hereinafter referred to as "CONTRACTOR") and the City of Rolling Hills, California, a municipal corporation (hereinafter referred to as "CITY").

#### R E C I T A L S

- A. Pursuant to the Notice Inviting Sealed Bids for [INSERT NAME OF PROJECT] (Project”), bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On [INSERT DATE], City’s City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the [INSERT NUMBER], **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. Project No. - 2023-04** in the City of Rolling Hills.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

- 1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, [INSERT PROJECT DESCRIPTION] in the City of Rolling Hills. The work shall be performed in accordance with the Plans and Specifications dated [INSERT DATE], (the “Specifications”) on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal and in accordance with the instructions of the City.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of all the documents and exhibits in the Request for Bid and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement shall govern. Collectively, these

contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal [INSERT VALUE] as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within [INSERT VALUE] working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum of be \$500.00/day for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 (“Prevailing Wage Laws”), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and

harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of

California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA

requirements and requirements for verification of employees' legal right to work in the United States

CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
14. CONTRACTOR'S LIABILITY: The City of Rolling Hills and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work,

operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

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, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of



this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, 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 worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
  - a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
    - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
    - ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
    - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
    - iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
    - v. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
    - vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

- vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
  - ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
- d. Builder's Risk (Course of Construction) Insurance.
  - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
  - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures,

processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.

- e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:
  - i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
  - iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
  - v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
- f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
- g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
  - j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
20. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession.
- Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any

authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

23. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
24. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF ROLLING HILLS  
2 Portuguese Bend Rd.  
Rolling Hills, CA 90274

Attention: \_\_\_\_\_ Christian Horvath

CONTRACTOR:

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

Attention: \_\_\_\_\_

27. DISPUTES: Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims: For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation: The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications  
Drawings  
Clarifications (Requests for Information)  
Schedules  
Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.



Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

28. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
29. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
30. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency 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. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
31. NO THIRD-PARTY BENEFICIARY: This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
32. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.

33. FORCE MAJEURE: If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.
34. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE: Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
35. ACCEPTANCE OF FACSIMILE SIGNATURES: The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
36. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California  
CONTRACTOR'S License No. \_\_\_\_\_

CONTRACTOR

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

\_\_\_\_\_  
Date By: \_\_\_\_\_  
TITLE

CITY OF ROLLING HILLS, CALIFORNIA

\_\_\_\_\_  
Date By: \_\_\_\_\_  
PATRICK WILSON, MAYOR

ATTEST:

\_\_\_\_\_  
Date By: \_\_\_\_\_  
CHRISTIAN HORVATH, CITY CLERK

CONTRACTOR'S Business Phone \_\_\_\_\_

Emergency Phone at which CONTRACTOR can be reached at any time: ( ) \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
PATRICK DONEGAN, CITY ATTORNEY

\_\_\_\_\_  
Date

**AGREEMENT OF INDEMNIFICATION  
AND HOLD HARMLESS AND WAIVER OF SUBROGATION AND CONTRIBUTION**

In general, the work located at No. 92 Crest Road, comprises without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary for the construction of the undergrounding of electrical and communication existing lines in compliance with Southern California Edison plans and specifications as prepared for the City of Rolling Hills per **"2QS-RULE 20C INSTALL UG STATELER 16KV WALTERIA SUB Project No. -2023-04"**, exception therefrom any cabling installation, electrical connections or removal of power poles.

Contract/Agreement/License/Permit No. or description: \_\_\_\_\_

\_\_\_\_\_  
Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. 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. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which 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 an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, 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, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name \_\_\_\_\_

Name \_\_\_\_\_

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

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

## Exhibit J - Notice to Proceed

### CITY OF ROLLING HILLS

### NOTICE TO PROCEED

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name, Address and Phone No. of Contractor)

**NOTICE IS HEREBY GIVEN** that the aforesaid contractor is hereby authorized to proceed with the **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. Project No. -2023-04**, as more particularly described in the plans and specifications therefore, and incorporated herein by reference, starting \_\_\_\_\_.

Unless otherwise provided, the contract time shall commence on said \_\_\_\_\_, and work shall be diligently prosecuted to completion within the time provided in Article 3.

**CITY OF ROLLING HILLS**

By: \_\_\_\_\_  
Christian Horvath / Project Manager

Exhibit K – Contractor’s Waiver & Affidavit

## Contractor's Waiver and Affidavit

---

(Individual)

STATE OF CALIFORNIA       )  
  ) SS  
COUNTY OF LOS ANGELES )

---

First being duly sworn, deposes and says:

That he/she, as general contractor on \_\_\_\_\_, entered into a written contract with the City of Rolling Hills, as owner, for the construction of the **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. Project No. -2023-04**, in the City of Rolling Hills, County of Los Angeles, State of California.

That said improvement was fully completed on \_\_\_\_\_.

That all bills for labor and/or material furnished in connection with the construction of said buildings and work of improvements have been fully paid;

That said affiant further certifies and declares that he/she will testify or depose before any competent tribunal, officer, or person, in any case now pending or hereafter instituted, to the truth of the foregoing statements and each of them.

---

Contractor or Contractor's Authorized Agent

**SUBSCRIBED AND SWORN TO BEFORE ME**

ON \_\_\_\_\_

---

Notary Public in and for the County of  
Los Angeles, State of California

Place Notary Seal Above



## Exhibit L - Notice of Acceptance

### CITY OF ROLLING HILLS

### NOTICE OF ACCEPTANCE

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name, Address and Phone No. of Contractor)

**NOTICE IS HEREBY GIVEN** that the aforesaid contractor has satisfactorily completed the **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB.**

**Project No. -2023-04**, in accordance with the project plans, specifications, and authorized changes, and that at its regular meeting held on \_\_\_\_\_, 20\_\_\_\_, Rolling Hills City Council formally accepted said project as satisfactorily completed.

The release of retention will be 35 days from the date of the Notice of Acceptance.

**CITY OF ROLLING HILLS**

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

Christian Horvath / Project Manager

## Exhibit M - Notice of Completion

**RECORDING REQUESTED BY:**

CITY OF ROLLING HILLS  
2 PORTUGUESE BEND ROAD  
ROLLING HILLS, CA 90274

**WHEN RECORDED MAIL TO:**

CITY OF ROLLING HILLS  
2 PORTUGUESE BEND ROAD  
ROLLING HILLS, CA 90274

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### CITY OF ROLLING HILLS

### NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN:**

1. The City of Rolling Hills is the Owner of that certain public improvement known as the **City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. Project No. -2023-04.**
2. Owner's address is: 2 Portuguese Bend Road, Rolling Hills, California 90274.
3. Work was completed on the said public improvement and was accepted by the City on.
4. The Contractor on said job was \_\_\_\_\_ of \_\_\_\_\_, California per contract dated \_\_\_\_\_. Kindly refer to \_\_\_\_\_ on all matters relating to said contract.
5. The property on which said work of improvement was completed is in the City of Rolling Hills, County of Los Angeles, State of California and is described as the **City Hall ADA Improvements City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB. Project No. -2023-04**, located at 2 Portuguese Bend Road, Rolling Hills, California 90277.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
David Ready, City Manager

### VERIFICATION

The undersigned says: I am the City Manager of the City of Rolling Hills, California, the Declarant of the foregoing Notice of Completion, that said City being the owner of the aforesaid interest or estate in the property described in the foregoing notice; that I have read the same and know the contents thereof, and the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

# Technical Specifications

City of Rolling Hills, 2QS-RULE 20C INSTALL UG STATLER 16KV WALTERIA SUB

Project No.- 2023-04.

**THE CONTRACT DRAWINGS SUPERSEDE THESE SPECIFICATIONS. THESE SPECIFICATIONS ARE PROVIDED FOR GENERAL QUALITY OF WORK. REFER TO THE CONTRACT DRAWINGS FOR SPECIFIC MATERIALS, DEVICES, PRODUCTS AND SIZES.**

## **1. GENERAL**

This project will include work and materials for the undergrounding of electrical and communications conduits and appurtenant structures as designed on SCE plans and specifications as shown on “2QS-RULE 20C INSTALL UG STATELER 16KV WALTERIA SUB” dated 8/3/2022. This project will construct approximately of survey, pavement demolition, trenching, utility conduit, SCE vault and boxes, trench back fill, pavement/base replacement.

## **2. COMPACTION TESTING & SOILS TEST REPORT**

The Contractor will provide all necessary soils compaction testing and soils test report for this contract, including work that has to be redone at no expense to the City.

The Contractor's requests for compaction testing shall be coordinated with the project inspector a minimum of 2 working days prior to the time required for such work.

The Contractor, at his expense, shall excavate the trenches to be tested.

Compaction tests on the subgrade which meet the specified requirements will be reported to the project inspector. All compaction tests which do not meet the specified compaction requirements will be at the Contractor's expense, with no compensation therefor, and will be considered as included in payment for other bid items, and no separate payment will be made therefore.

### **3. FURNISH AND APPLY WATER**

Furnishing and applying water shall be considered as included in the unit prices paid for the various bid items requiring water, and no additional compensation will be allowed therefor.

Should the Contractor require water for construction operations, such as for compaction and dust control, he shall apply for a water meter from, and follow the requirements of California Water Service Company.

### **4. MATERIAL TESTING**

The Contractor will provide all necessary material sampling and testing for this contract.

The Contractor's requests for testing shall be made to the Project Inspector or their authorized representative a minimum of 2 working days prior to the time required for such work.

The Contractor, at his expense, shall provide access to materials and locations for all of the sampling and testing.

All Tests will be at the Contractor's expense, with no compensation therefor, and will be considered as included in payments for other bid items, and no separate payment will be made therefore.

### **5. CRUSHED MISCELLANEOUS BASE/CLASS 2 AGGREGATE BASE**

Except as specifically noted, no separate payment shall be made for crushed miscellaneous base (CMB) or Class 2 aggregate base. Either CMB or Class 2 aggregate base is acceptable material for base. Base shall be placed at locations as needed and as directed by the Engineer or his authorized representative. CMB shall be fine grade (3/4"-). Base shall be compacted to 95% relative compaction per the SPPWC Standard Specifications requirements. All CMB and Class 2 aggregate base will be considered as included in payments for other bid items, and no separate payment will be made therefore.

### **6. CLEARING AND GRUBBING**

In addition to the items specified in the SPPWC Standard Specifications, the following items shall be considered included in clearing and grubbing.

Removal items shall include, but not be limited to, the following existing improvements.

- A. Existing pavement removals
- B. Parkway improvements
- C. Miscellaneous drainage structures

- D. Irrigation
- E. Inlets, Catch Basins and Laterals
- F. Trees and Shrubbery
- G. Miscellaneous improvements which interfere with the construction. Construction items shall include the following miscellaneous items for this project.

Protection items shall include, but not be limited to, utility and service connections, irrigation lines, improvements and landscaping on adjoining properties, parkway trees, curb and gutter, and driveways.

1. Parkway tree roots that extend into the excavated area shall be trimmed back the minimum possible to install the items to be constructed.
2. Existing natural ground, AC, and PCC surfaces adjacent to the construction areas shall be re-graded, as directed by the Engineer, and removed and replaced as necessary to maintain a smooth transition between existing and proposed improvements that have elevation differences.
3. Additional removal and replacements shall include, but not be limited to, signs and posts, as the result of the Contractor's construction operations and/or as necessary to conform to City construction standards shall be considered as miscellaneous clearing and grubbing and no additional compensation will be allowed.
4. All costs to protect-in-place or relocate as necessary to construct improvements shall be included in the lump sum cost of clearing and grubbing. Sprinkler systems to be relocated shall not be out of service for more than three consecutive days. Materials and installation shall conform to SPPWC Section 308-5. No additional or separate payment will be made for sprinkler modifications or relocations.
5. Coordination with all Utility company work related to the project including below grade removals, adjustments, etc., shall be included in the lump sum price for clearing and grubbing, except for the project construction work for the trenching and conduit installation as shown on the SCE Rule 20C project plans.
6. Relocation work to be done "by others" such as gas meters etc., which require certain improvements to be performed by the Contractor prior to relocation shall be coordinated by the Contractor with the respective owners providing them with a reasonable window of time to perform the relocations. No additional compensation shall be allowed for the above work and payment shall be included in the bid item provided for clearing and grubbing.
7. Additional removal and replacements as the result of the Contractor's construction operations and/or are necessary to conform to City construction standards shall be considered as miscellaneous clearing and grubbing and no additional compensation shall be allowed.

8. The Contractor shall secure the work area at all times with temporary chain link fencing as shown on the plans or as directed in the field to isolate the work area from vehicular and/or pedestrian traffic normally passing along the proposed trench alignments.

#### Removal and Disposal of Materials

Saw cutting of edges of bituminous pavement or P.C.C. improvements to be joined is required prior to final paving, restorations and repairs, unless directed otherwise by the Engineer. The Contractor shall be responsible to dispose of any excess materials.

#### Payment: Clearing and Grubbing

Full compensation for clearing and grubbing shall be full compensation for all clearing, removals, relocations, protection and/or salvaging of items not covered by separate bid items necessary for construction of the project, and for placing and removing temporary chain link fencing, associated removals required to construct undergrounding project in accordance with the standard plans and specifications. The cost of saw cutting joints shall be included in the bid price for the associated item.

Payment: Payment for clearing and grubbing shall be included in the price bid for other items of work, and no additional compensation will be allowed therefor.

### **7. ADJUST UTILITY ACCESS COVER TO GRADE**

Utility access covers shall be adjusted to grade as needed during construction to provide a smooth even pavement surface. Damaged utility boxes shall be replaced in kind. The Contractor shall contact the appropriate utility agency to obtain replacement utility boxes and covers at no cost. In addition, the Contractor shall protect in place, repair, or replace curb drains as needed during construction.

Payment No separate payment shall be made for utility or curb drain adjustment, and such work shall be considered incidental and covered in the cost of the various bid items.

### **8. ADJUST MANHOLE FRAME AND COVER TO GRADE**

Manholes shall be adjusted (lowered or raised) to grade in accordance with Section 302-5.8, "Manholes," of the S P P W C Standard Specifications and the requirement of City of Rolling Hills as directed by the engineer.

Adjustment of manhole frame and covers may be accomplished by using adjustment rings. The surface to be built upon shall be cleaned of all loose material prior to placing any mortar.

Manholes shall be raised or lowered to grade within 4 days if paved over manhole. Asphalt patching shall be completed within 3 days of raising manhole.

Contractor shall coordinate the adjustment of any Manholes with the proper utility company. Coordination work shall be considered incidental and no additional compensation will be allowed.

Payment: Payment shall be made at the unit bid price per Each in accordance with Section 301-1.7, "Payment," of the SPPWC Standard Specifications. Payment for all removals, excavation, materials, equipment and labor required to adjust the manhole frame and cover to grade shall be included in the unit bid price.

## **9. PORTLAND CEMENT CONCRETE CONSTRUCTION**

The removal of existing and installation of PCC improvements shall be replaced in same locations shall be constructed in the as directed by the Engineer, and shall comply with Subsection 303-5 of the SPPWC Standard Specifications. Concrete class shall be Class 520-C-2500 or equivalent for 4" walkways, and 560-C-3250, Type 5, sulfate resistant or equivalent for all other work.

The City of Rolling Hills is located on a peninsula, approximately 30 miles south of Downtown Los Angeles away from direct freeway access. Transportation times between the plant and the site can sometimes be an issue.

Per the SSPWC, section 201-1.4.3, the contractor shall make the best concerted effort to deliver and place the concrete within 90 minutes from mixing at the batch plant. Should this time criteria be significantly exceeded, it will be up to the discretion of the Engineer to determine if the concrete is sufficiently workable, without adding excess water, to continue with the work. Any concrete accepted and placed after 90 minutes from batch plant mixing will be used at the Contractors risk and maintained under the contractor's warranty against defects, per the contract documents. The Contractor may use a plasticizer to extend the workable life of the concrete upon approval of the Engineer.

The Contractor shall saw cut and remove existing PCC improvements as necessary for construction; Prepare the subgrade; place base; and construct PCC to replace improvements as needed. New concrete improvements shall match existing finish and pattern as directed.

**Concrete shall be placed within 3 days of existing material removals.** All subgrade and/or adjacent fill to match finished surface where new concrete is to be placed, shall be compacted to a relative compaction of at least 95%. Contractor shall coordinate with utility companies for utility adjustments needed when constructing the work.

The Contractor shall install steel plates over driveways to maintain access at all times when there is open excavation. Payment for provision, installation, maintenance, and removal of steel plates shall be included in the bid item.

Payment: Payment for removal and construction of PCC improvements will be at contract unit price per linear foot and shall include full compensation for all labor and materials to construct improvement replacement and to furnish and place Portland cement concrete including equipment and incidentals required to complete the work.

Payment for hand work in areas with sensitive landscaping or private property will be at the contract unit price per each location and shall include full compensation for additional labor and equipment necessary to remove and construct PCC improvements associated with sensitive landscaping, by hand. Locations requiring handwork will be identified with the City Inspector and approved prior to start of construction.

**10. SAWCUT, EXCAVATION, REMOVAL AND REPLACEMENT ASPHALT CONCRETE FOR ASPHALT CONCRETE PAVEMENT REPAIRS (ALSO SEE SECTION 14 HEREOF)**

Description - This work shall consist of removal of AC pavement at conduit and SCE structures trench locations and replacement to match existing pavement section, and disposing of existing pavement, aggregate base, cement treated base, and native material; the preparation of subgrade and furnishing, spreading, placing, and compacting of materials for Asphalt Concrete repairs. This work shall include applying paint binder (tack coat) to all vertical and horizontal surfaces to be joined by new pavement, and a sand/emulsion seal for all joints after paving.

All cracks and joints containing vegetation shall be sprayed by a licensed applicator, with an approved herbicide, and removed prior to paving, as directed by the Engineer. Herbicide work shall be incidental and no additional payment will be allowed.

Minimal filling of cracks and spalls wider than 1" wide will be included as incidental to this work. The work shall consist of preparing cracks and spalls wider than 1" with paint binder (tack coat) per this section, filling with Asphalt Concrete, Type III-F, and compacting with vibratory plate. Payment shall be included in the various bid items, and no additional compensation will be allowed.

Rolling Hills Community Association trench backfill and pavement repairs 1A & 2A.

**Materials**

Asphalt Concrete

All AC excavated areas shall be filled with Asphalt Concrete, to match existing pavement section, Type III-C2, 1/2" maximum aggregate conforming to the provisions of Section 400 of the SPPWC Standard Specifications to match existing. Placement of AC shall be done in multiple lifts. The Contractor shall submit the batch plant mix design (including stability test results) to the Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work.

Asphalt Binder

The Asphalt Binder and tack coat shall be PG 64-10 and shall conform to section 92 "Asphalts" of the State Standard Specifications and as determined by the Engineer.



The Contractor shall prevent the formation of carbonized particles caused by overheating Asphalt during manufacturing or construction.

#### Aggregate

The provisions of Section 400-4.2.2 “Aggregate”, of the SPPPWC Standard Specifications shall have the following additional requirement:

At least 75 percent, by weight, of the material retained on the No. 4 sieve shall have at least one fractured face as determined by California Test Method No. 205.

Construction – Areas to be sawcut and removed shall be marked in the field with paint by the Engineer. Cutting shall be accomplished by the use of a power-driven saw. The depth of cut shall be deep enough to provide a clean, straight break without loosening, cracking or damaging adjoining asphalt or concrete.

Contractor shall sawcut pavement around all areas to be removed prior to the start of any excavation. All excavated materials shall be immediately removed from the site and recycled or disposed of at the Contractor's expense at a legal dumpsite.

Streets shall not be washed to the extent that debris may enter storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During removal and replacement, grinding and paving operations all catch basin inlets shall be covered with a fabric which will allow passage of water but will not allow debris to enter storm drain. During saw cutting operations all excess water and mud shall be removed from surface by wet vacuum method. Material may be shoveled or broomed onto adjacent subgrade or dirt area provided it cannot get into storm drain.

Construction shall conform to applicable provisions of Sections 302 and 400 of the SPPWC Standard Specifications and this technical specification. Full depth asphalt concrete pavement repairs shall be constructed in equal lifts to the total overall after compaction thickness per the Plans or as ordered by the City Engineer.

Measurement and Payment: Payment for AC pavement repair shall be included in the contract bid price for removal and construction of AC pavement and base in conduit trench areas to match existing pavement section per Square foot (SF), which shall include full compensation for removals, furnishing all labor, materials, paint binder (tack coat), tools, equipment and incidentals and for doing all of the work involved in constructing asphalt concrete pavement complete in place as shown on the plans and specified in these technical specifications, and no additional compensation will be allowed.

## **11. UNCLASSIFIED EXCAVATION**

## Surplus Material

It shall be the Contractor's responsibility to remove and dispose of all excess material resulting from excavation operations, including the removal of excavated material of any character that is not suitable for use in fill or backfill. Any excess material not needed for the project shall be removed from the project by the Contractor and disposed of in compliance with all local, state and federal regulations.

### Payment: Unclassified Excavation

Full compensation for excavation for utility conduit pipe and appurtenances and other improvements shall be included in the bid prices for the respective pay items for which excavation is required. Payment shall include removal and disposal of all required excavation, removal of unsuitable material, removal of existing base material or other excavation necessary to establish the finished sub-grade and slope elevations shown on the plans. Payment for placement of any fill will be included in the payment for the respective items of work and no additional compensation will be allowed.

## **12. SUBGRADE PREPARATION**

### General:

The last sentence of the first paragraph of Subsection 301-1.2 of the SPPWC Standard Specifications is deleted and replaced by the following:

When unsuitable material due to excessive moisture content is found below the processing depth for sub-grade specified herein, the Contractor shall make a reasonable effort as directed by the Director of Public Works, to dry the material in order to obtain compaction as specified in SPPWC Subsection 301-1.3, Relative Compaction. Such reasonable effort may include periodic cultivating and scarifying or allowing the material to dry naturally or a combination of the above, for a period of time not to exceed 2 weeks. After this time period, or earlier if so, determined by the Director of Public Works, the unsuitable material shall be treated in accordance with SPPWC Subsection 300-2.2, Unsuitable Material. The Contractor will be allowed non-working days for such work in accordance with Section 6.03, FGR "Time of Completion". An extension of time for such work will be granted in accordance with Subsection 6.03 of the general conditions.

The last sentence of the first paragraph of Subsection 301-1.3 of the S P P W C Standard Specifications is deleted and replaced by the following:

When base is to be placed on the subgrade material, the top 6 inches (150mm) of such sub-grade material shall be compacted to a relative compaction of 95 percent.

Payment: Payment for preparation of sub-grade will be considered as included in the item of work for which the sub-grade is prepared, and no additional payment will be made therefor.

### **13. SCE STRUCTURES & CONDUIT SLURRY BACKFILL**

#### General

Concrete slurry backfill, as required, slurry shall be constructed in conformity with the SCE plans and specifications. Slurry backfill for use in work constructed under this section shall conform to the requirements of Section 201-1 of the SPPWC Standard Specification.

#### Measurement and Payment – slurry backfill

Full compensation for SCE slurry backfill will be made in conformance with the terms of the Contract and will be based on unit prices or lump sum amounts as set forth in the bidding schedule.

### **14. UNDERGROUND CONDUIT CONSTRUCTION**

#### **ROLLING HILLS COMMUNITY ASSOCIATION (RHCA) TRENCH BACKFILL AND PAVEMENT REPAIRS**

#### **Rolling Hills Community Association TRENCH BACKFILL AND PAVEMENT REPAIRS**

#### NOTES

#### BELOW GROUND

1A. SEE STANDARD PLAN

2A. FOR TRENCHES LONGER THAN 200' OR LARGER THAN 1,000 SQUARE FEET, A LICENSED SOILS ENGINEER SHALL BE PRESENT TO MONITOR THE NATIVE OR IMPORTED BACKFILL OPERATION AND TEST FOR COMPACTION AT 100' OR 200 SQUARE FOOT MAXIMUM INTERVALS.

3A. IN AREAS NOT IN EXISTING ROADWAY, BACKFILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 90%

4A. EXCAVATED MATERIAL NOT APPROVED FOR USE IN TRENCH BACKFILL SHALL BE REMOVED FROM JOB SITE UNLESS OTHERWISE USED IN THE WORK.

5A. WHERE WET, UNSTABLE OR RUNNING SOIL IS ENCOUNTERED, SOLID SHEATHING IS REQUIRED FOR ALL VERTICAL TRENCH WALLS.

6A. ALL SHORING SHALL BE DESIGNED BY A CIVIL ENGINEER IN ACCORDANCE

WITH SOIL REPORT. VISIBLE SURFACE:

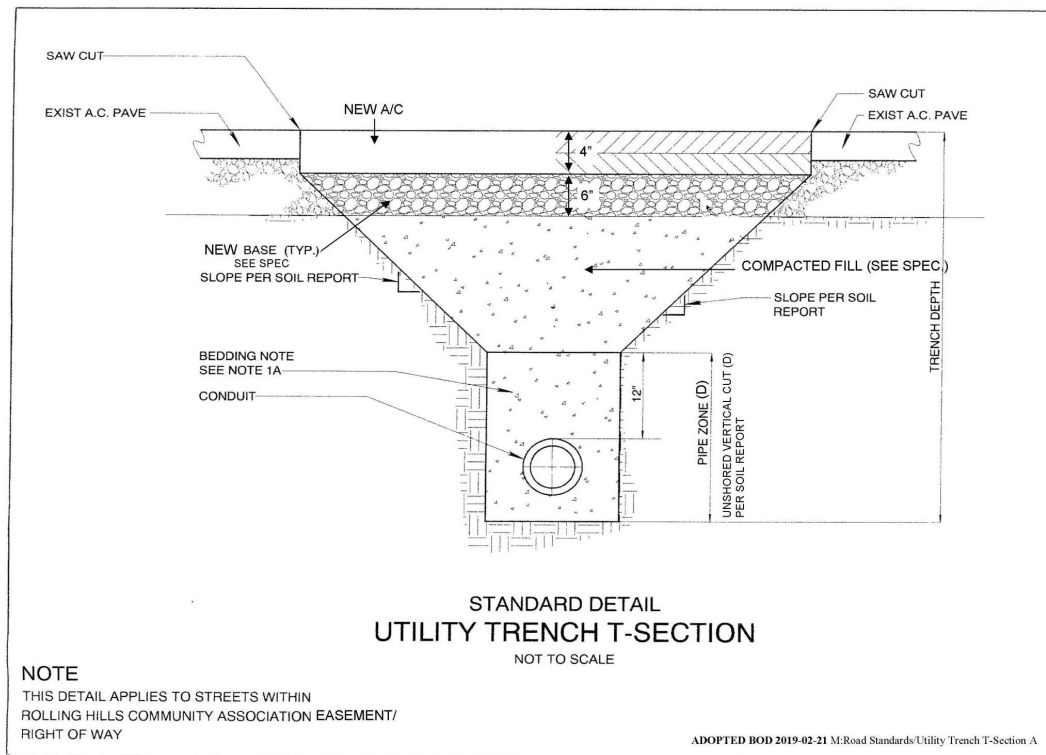
1B. CRACKS SHALL BE SEALED AND A TYPE 2 SLURRY SEAL COATING WITH 2% LATEX SHALL

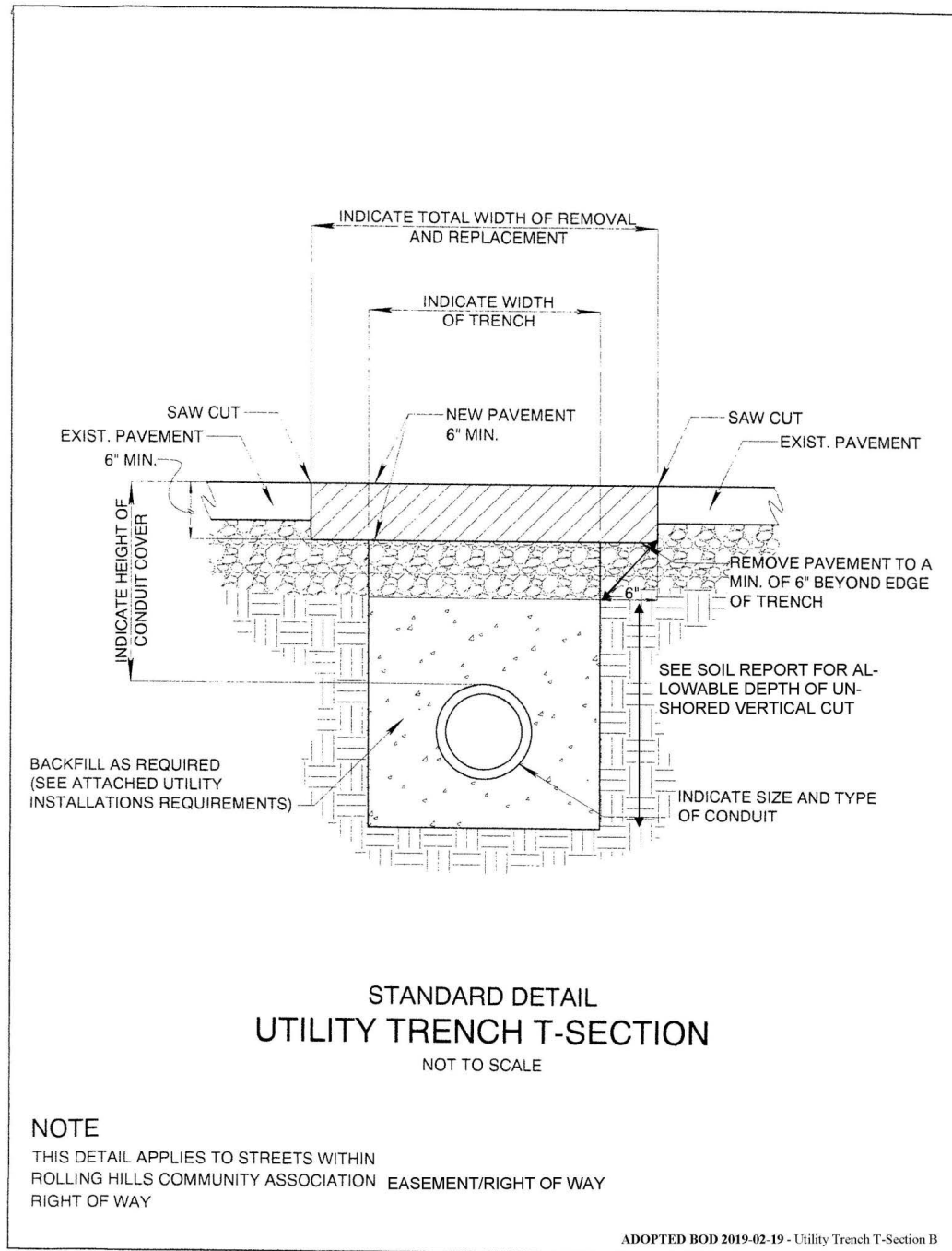
BE APPLIED FROM LANE LINE TO LANE LINE FOR LONGITUDINAL TRENCHES GREATER THAN 200' IN LENGTH FOR ANY LANE AFFECTED.

#### METHODOLOGY

- 1C. AT THE END OF EACH WORK DAY, ANY TRENCH IN AN ARTERIAL ROAD SHALL BE COVERED BY NON- SKID STEEL PLATES OR BE PAVED WITH TEMPORARY OR PERMANENT PAVEMENT FLUSH WITH ADJACENT PAVEMENT SURFACES. SECURED IN PLACE, RAMPED WITH A.C. AND NOT USED FOR MORE THAN 48 CONSECUTIVE HOURS ON THE SAME SEGMENT OR TRENCH. "PLATE AHEAD" SIGN 9S0 SHALL BE PROPERLY INSTALLED WHEN PLATES ARE IN USE. OTHER CITY STREETS MAY HAVE LESSER REQUIREMENTS AND WILL BE CONSIDERED ON A CASE-BY-CASE BASIS.
- 2C. ALL TRAFFIC LANES SHALL BE CLEANED AND RESTORED FOR USE IMMEDIATELY UPON PLACEMENT OF TEMPORARY A.C. PAVEMENT, TRENCH PLATES AND/OR FINAL A.C. PAVEMENT.
- 3C. ALL TRAFFIC STRIPING AND/OR MARKING(S) REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AS DIRECTED.
- 4C. TRAFFIC CONTROL SHALL BE PER CONTRACTORS "CONSTRUCTION TRAFFIC CONTROL PROCEDURES ON CITY STREETS" AS SUBMITTED TO AND APPROVED BY THE RHCA.
- 5C. A COLLECTION DEVICE SHALL BE USED TO COLLECT SEDIMENTS GENERATED DURING SAWCUTTING OPERATION.
- 6C. ALL PAVEMENT REMOVALS SHALL USE STRAIGHT LIGHT SAWCUTS A MINIMUM OF 1.5" DEEP.

M: Road Standards/Trench Backfill and Pavement Repair Specifications –  
Updated 2019-02-21





Trench Excavation: General

Excess Material - It shall be Contractor's responsibility to remove and dispose of all excess material resulting from earthwork operations, including excavation material of any character that is not suitable for use in fill or backfill. Unless otherwise approved by the Engineer, such material shall be removed from the work site immediately after completion of work causing the surplus material.

The Contractor shall make his own arrangements for a disposal site, but in no instance shall any material be wasted or dumped in any area until permission of the owner of the property has been secured in writing, and a copy of the permit has been furnished to the Engineer. The cost of disposal of excess or waste material shall be borne by the Contractor.

The Contractor shall provide and maintain, at the construction site, ample means and devices with which to remove and properly dispose of all water entering the excavation.

Diversion of surface water from the excavation site shall be the responsibility of the Contractor, and no separate compensation will be allowed for the removal of surface water from the excavation site.

#### Maximum and Minimum Trench Width:

Banks of open cut trenches shall be kept as nearly vertical as possible and, where necessary in order to maintain the banks vertical, the trench shall be properly sheeted and braced. For trenches exceeding a depth of four (4) feet, the sides of the trench shall be cut back at a slope of 1:1 or properly supported with an adequate trench shoring system. Trenches shall not be less than twelve (12") inches or more than twenty (20") inches wider than the outside diameter of the pipe to be laid therein, measured at the tips of the pipe, and shall be excavated true to line so that a clear space, not less than six (6") inches or more than ten (10") inches in width is provided on each side of the pipe in place.

In the event shoring is required, the width of the trench may be increased a maximum of twelve (12") inches to accommodate the sheeting. Bell holes, if applicable, shall be excavated to ensure pipe barrel resting for its entire length upon the bottom of the trench on undisturbed soil, thoroughly compacted backfill, or gravel bedding.

#### Installation of Pipe: Bedding

Bedding should be installed to the specifications detailed in SPPWC Standard Specifications for Public Works Construction.

The material excavated from the storm drain trench may be suitable as backfill, upon approval by the Engineer.

Where the pipe is to be laid per SCE plans, the Contractor shall take special care to compact the subgrade and prepare the trench zone for slurry backfill to within one foot of the finished surface.

A minimum six (6") inch thick layer of sand shall be placed under the pipe and extend to at least twelve (12") inches above the top of the pipes. The sand material shall have a sand equivalent of 35 or greater.

The trench bottom shall be graded to provide a smooth, straight, firm and stable foundation at every point throughout the length of the pipe. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the joint from all load and to ensure continuous bearing along the pipe barrel. The recess shall also be large enough to prevent foreign material from entering the pipe.

If any trench, through the neglect of the Contractor, is excavated below the grade required by the Plans and these specifications, it shall be refilled to grade with additional bedding. The excess excavation and the additional bedding shall be at the Contractors expense.

It is possible that soft, spongy, or unstable material will be encountered at pipeline grade and that this material will not support the pipe or other indicated construction properly. The Contractor shall remove said unsatisfactory material to an over-depth and width as ordered by the Engineer. The Contractor shall be paid on a cost per cubic yard basis as provided in the Standard Specifications. Said cost shall include the cost for specific bedding material as required by the Engineer to replace the over-excavated material.

Should over-excavation of soft, spongy, or unstable trench bottom material be the result of the Contractor's failure to remove groundwater in a timely and continuous manner or failure to divert surface water flow away from the excavation site, the Contractor shall be required to over-excavate and re-establish the trench bottom line and grade at his own cost per this technical specification.

#### Backfill and Densification: General

Backfill shall be placed as specified in Subsection 306-1.3.2 or 306-1.3.3 of the SPPWC Standard Specifications, and compaction requirements shall be in accordance with the following:

The remaining portion of the trench from the top of the bedding material to the subgrade shall be backfilled, compacted, and/or consolidated by approved methods to obtain relative density of ninety five percent (95%).

The entire trench backfill and all transverse trench operations on streets shall be backfilled with a sand-cement slurry mix comprised of 100 lb. of cement per cubic yard to sand in compliance with SCE plan specifications. Sand shall conform to "Grading E" of Section 201-1.3.2 of the SPPWC Standard Specifications.

In backfilling under streets, there shall be no flooding of the trench within the upper four (4') feet.

#### Basis for Payment for Open Trench Installation

The price per foot for pipe in place, in addition to those items as noted in the Standard Specifications shall include: groundwater and surface water control, excavation, shoring,



bracing of utility lines as required, any pipe removal, bedding and backfill material, placement and compaction, sand slurry mix, imported backfill material as may be required, removal of excess excavated material and/or native material unsuitable for backfill, subgrade material, preparation and compaction, temporary resurfacing materials, miscellaneous concrete except as otherwise shown on the plans, and all other items as specified in these technical specifications and Section 306-1.6 of the SPPWC Standard Specifications.

Payment for PVC electrical conduit pipe shall include all work and materials as described above necessary to install this facility, complete in place, to the limits shown on the plans.

#### **15. BEST MANAGEMENT PRACTICES**

Best Management Practices/ NPDES Compliance shall be as specified in the CASCA stormwater best management handbook, and shall be paid per lump sum under bid item Stormwater Best Management Practices, and no additional compensation shall be allowed.

#### **16. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

General: Except as may otherwise be provided in specific instances, nothing in the Contract shall be construed as vesting in the Contractor any property right in any material, article or structure existing at the time of award of Contract within the area in which the work is to be done; or in any material or article subsequently furnished for the work by the Contractor after having been accounted for on an approved estimate supporting the Contractor's demand for payment as provided in general conditions. In the latter event any such material, article, structure or work shall become the property of the agency after being so accounted for.

The Contractor shall maintain all existing signs including, but not limited to directional, warning, advisory, regulatory, bus stop, and street markers, in an erect and functional position and condition all times during the construction period in temporary locations as designated by the Director of Public Works. Any of these facilities which are damaged or lost shall be replaced by the Contractor at no cost to the Agency.

Contractor shall restore curb markers, curb and roof drains, landscaping, irrigation, natural and artificial turf, reflective raised markers, etc. interfering with construction.

Contractor shall submit video documentation with a log of existing damages prior to commencing with work. Should a resident claim existing improvements were damaged by construction, and Contractor did not confirm status per above, Contractor shall restore existing improvements at no cost to the City.

When an interfering portion of a privately owned sprinkler system is removed, heads and other salvable material shall be carefully removed and stored. Any of the materials not wanted by the owner shall be removed from the site by the Contractor. Removal, repair, or capping shall be as directed by the Director of Public Works. Protection and restoration of existing improvements shall be considered part of the various items of work and no separate compensation will be allowed therefor.

Contractor shall protect under-sidewalk yard drain pipes during construction and replace pipes which are in subpar condition.

Contractor shall protect existing concrete adjacent to proposed improvement area. Damage to existing concrete shall be removed and replaced to existing score line at Contractor's expense.

Contractor shall confirm operational status of all affected irrigation with inspector and resident prior to commencing work. Should resident claim their system was damaged by construction, and Contractor did not confirm status per above, Contractor shall restore system to operation at his own cost.

All spray paint and markings used for locating utility lines, identifying work locations, or any other purpose, shall be completely removed by power-washing. Any residual discoloration left from temporary A.C. cold mix shall also be removed by power-washing. All NPDES guidelines shall be followed when power-washing, including vacuuming of water (or other method approved by the Director of Public Works or his authorized representative) to prevent it from entering any storm drain. Payment for this work shall be included in the cost of the bid items for the general work.

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense.

The Contractor shall perform all private lawn, hardscape, and parkway restorations including restoration of irrigation systems and existing drains, driveway, and curb repairs, not included in the Project Quantities, within fourteen (14) calendar days after the adjacent improvements have been constructed. Contractor may not proceed with removals if restoration slows to more than fourteen (14) calendar days. If the repairs have not been completed within 14 calendar days, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 14-day period that the restoration has not been completed (as determined by the City's inspector).

## **17. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK**

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

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

## **18. APPURTENANT WORK**

All items in the Bid Schedule are for construction completed in place, including all incidentals, appurtenant work and materials necessary for the satisfactory completion of the work. Full payment shall be considered as the bid prices for the items of work, and no additional compensation will be made therefor.

## **19. INSPECTION BY CITY AND SOUTHERN CALIFORNIA EDISON (SCE)**

The City and SCE shall inspect the quality and completeness of the Contractor's work and report deficiencies to the Contractor.

## **20. CLEAN UP**

During all phases of construction, the Contractor shall maintain a clean work site, the Contractor shall be responsible for the immediate removal and disposal of all concrete, asphalt concrete, tree roots, and any other debris resulting from the work performed. Full compensation shall be considered as included in the prices for the various contract items.

## **21. CONSTRUCTION WATER**

The Contractor shall make his own provisions for water necessary for construction, drilling, backfill consolidation and cleanup.

**Note:** The Contractor shall not use any private property water paid for by the property owner. The Contractor shall obtain and pay for all costs incurred for any necessary water meter permits. No extra compensation shall be allowed for the permit and/or water meter.

For a permit contact:

California Water Service 5837 Crest Road Rancho Palos Verdes, CA 90275  
(310) 377-5525

## **22. STORAGE SITES**

The Contractor will be allowed to store materials and equipment in city designated areas or at the work site during the course of construction. The Contractor is required to obtain permission for such storage from the RHCA.

The allowable materials to be stored by the Contractor are: Vehicles, equipment, pipes, wooden forms and tools. All storage materials must be first approved by the RHCA. The Contractor will not be allowed to store broken concrete, asphalt concrete or any debris.

If the site becomes unacceptable to the City for any reason, after notice by the City, the Contractor shall correct the problem immediately. In the event that the City requests relocation of the materials from the approved site prior to the end of the construction period, the Contractor shall not receive any additional compensation. The Contractor shall maintain and clean the storage area on a daily basis.

The Contractor shall repair at no cost to the City, any damage to the approved storage site resulting from the Contractor's vehicle traffic or items being stored.

Upon failure on the part of the Contractor to comply with any of these storage specifications, the City shall have authority to cause defective work to be corrected and deduct the cost of said corrections from any monies due or to become due to the Contractor.

The Contractor shall hold the City harmless in the event of damage, vandalism or injury to the Contractor's equipment, materials, etc., resulting from the use of this site.

### **23. SITE RESTORATION AND ADJACENT PROTECTION**

The Contractor shall be responsible for protection and preservation of existing vegetation and improvements including necessary removal and storage of such improvements and subsequent replacement to obtain to the fullest extent possible, the undisturbed condition.

The Contractor shall restore or replace, any property damaged or affected by its work, equipment or employees to the original undisturbed condition.

The Contractor shall thoroughly clean all areas affected by the contractor and the subcontractors including areas and improvements affected by their equipment and employees, upon completion of the work.

Payment: Full compensation for complying with the work contained in this section shall be included in the bid unit price for various bid items and no additional compensation will be allowed therefore.

### **24. PHOTOGRAPHIC SURVEY OF ALL EXISTING CONDITIONS**

The Contractor is encouraged to undertake an extensive photographic survey of all existing improvements that could possibly be affected by the construction activities. This survey will include, but is not limited to landscaping, streets, plants, and visible utilities.

In the event of a claim, the onus will be on the Contractor to be able to clearly demonstrate that the photographic survey shows that it is a pre-existing condition of the improvement(s). Should the Contractor not be able to disprove a claim from the public, the Contractor will be responsible to reinstate the improvement into an acceptable condition.

## **25. MOBILIZATION**

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, construction trailer, portable toilets and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, City business license and financing prior to beginning work on the various contract items on the project site.

The Contractor shall provide a detailed project schedule, both electronically and in hard copy form. Schedule updates shall be provided monthly with each progress payment, and in accordance with these specification requirements and as directed by the Engineer. The Contractor's project manager, superintendent and foreman are required to attend the pre-construction meeting and weekly progress meetings.

The Contractor shall have on the work site at all times, as its agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from City's and SCE's Construction Representative.

The Contractor is responsible for securing an adequate storage site for equipment and materials (see separate items that detail these requirements elsewhere in these technical specifications).

The cost of providing bonds, insurance, financing, moving equipment to the job site and preparing an approved work schedule shall be per bid item Mobilization and will be at the contract unit price per lump sum for the various items of work, and no additional compensation will be allowed therefor.

**PAYMENT:** Payment for mobilization shall be made at the unit bid price per lump sum. Payment for mobilization including equipment, materials, and labor shall be included in the bid lump sum price.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, the costs to set up/maintain/vacate the staging area, the costs to set up/maintain/vacate the field office and toilet facilities and all other related work as required for all non-working days during the course of construction.

Mobilization shall also include all related "De-mobilization" costs, including the removal of any remaining USA utility markings or other construction paint markings.

## **26. PROJECT MONUMENT SURVEYS AND CONSTRUCTION STAKING**

### **Permanent Survey Markers**

The Contractor shall not disturb permanent survey monuments or benchmarks without the consent of the Engineer. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor will employ a licensed land surveyor to establish the location of the monument before it is disturbed. The Contractor will have the monument replaced by a licensed land surveyor no later than thirty (30) days after construction at the site of the replacement is completed.

### **Payment for Construction Staking**

Payment for work performed to control the construction activities shall be included in the actual bid items requiring the survey work, and no additional payment will be made. Extension of unit prices for extra work shall include full compensation for attendant survey work, and no additional payment will be made therefor.

### **Lines and Grades**

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

Payment - Except as otherwise provided in the Standard Specifications or elsewhere in these Technical Provisions, full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

## **27. TRAFFIC STRIPING**

### **General**

This work shall consist of installing pavement striping and legends as required to replace any removals due to construction activity.

All work shall conform to the Caltrans Standard Specification and Standard Plans, latest edition, and the California Manual on Uniform Traffic Control Devices (CAMUTCD).

## **Materials**

Stripes and pavement legends shall be reflective. Paint for cat tracts and dribble lines shall be furnished by the Contractor. Traffic paint shall be applied at the rate of one gallon for every 98 square feet. The dry paint film thickness shall be 8 to 10 mils.

## **Construction**

All the thermoplastic and paint pavement striping and legends shall conform to the size, dimensions and layouts as designated in the California Manual on Uniform Traffic Control Devices (CAMUTCD).

The Contractor shall “cat tract” all striping, marker and legend layouts for the approval of the Engineer, prior to placement of any striping. Two coats shall be required on all painted stripes and pavement legends, with a minimum 72 hours between coats.

All lines shall be clean and sharp as to dimensions. Ragged ends of segments, fogginess along the sides or objectionable dribbling along the unpainted portions of the stripe shall be painted out with black paint to the satisfaction of the Engineer.

The Contractor shall take all reasonable precautions to protect the paint during drying time and shall be required to paint out all objectionable tracking.

No work shall be done when weather conditions restrict visibility to less than one mile or causes the pavement to be damp, or when designated by the Engineer.

Paint and application methods shall comply with the current Rule 1113 of the South Coast Air Quality Management District.

### Paint Removals

Paint removals shall be performed by wet sandblasting technique, meeting the latest requirements and restrictions of the State Pollution Control Agency. The Contractor shall be responsible for the immediate removal of sandblasting materials by vacuum or mechanical street sweeping devices.

All striping that is to be removed must be removed by wet sandblasting method. No “Blacking Out” or temporary covering will be allowed.

Alternate methods of paint removal require prior approval of the Engineer. Obliteration of traffic striping with black paint shall be done only with prior approval of the Engineer and shall be only a temporary measure, requiring later removal as specified. Where blast cleaning is used for the removal of painted traffic stripes and pavement markings and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation, or by other methods approved by the Engineer.

## **Payment**

Payment for traffic striping, legends and markers shall be per the contract LUMP SUM price bid for signing and striping and shall include full compensation for furnishing all labor, materials (including glass beads and paint), tools, equipment, stencils and incidentals; and for doing the work involved including but not limited to installation of pavement markings, cat tracking, placement of temporary striping, painting traffic stipes, and no additional compensation will be allowed therefore.

## **28. CONTRACT UNIT PRICES**

Delete SSPWC Section 3-2.2.1 through 3-2.2.3 of Standard Specifications. The City reserves the right to adjust unit quantities and scope of work as necessary to meet project and budgetary requirements.

Dated

David Ready, Interim City Manager