

REPORT TO CITY COUNCIL

DATE: JUNE 26 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: AWARD AGREEMENT FOR CONTRACTOR SERVICES FOR PAVEMENT REHABILITATION OF CHESEBRO ROAD FROM DRIVER AVENUE TO CITY LIMIT

The purpose of this report is to recommend the City Council award a contract to J & H Engineering General Contractors, Inc. to perform pavement rehabilitation on Chesebro Road from Driver Avenue to the City Limit Line adjacent to 5402 Chesebro Road. The scope of work consists of full width grinding and resurfacing with rubberized hot asphalt, removing and replacing two speed humps at the existing location, and re-striping, as needed.

On May 8, 2024, the City Council authorized Staff to seek bids for the Fiscal Year 2024-25 Pavement Rehabilitation Project: NIB 24-05 (Project). The Project's scope of work would have included resurfacing segments of the road network citywide to accommodate bikeway expansion and included segment of Chesebro Road which had deferred improvements from an earlier annual improvement project.

The Fiscal Year 2022-23 Pavement Rehabilitation Project deferred maintenance of this segment because of a project at Chesebro Canyon Park by the National Parks Service. The Chesebro Canyon Park Project required extensive trucking of materials to the park, which would have damaged the proposed improvements planned for Chesebro Road that year.

The Scope of work for Fiscal Year 2024-25 is being revised due to a delay in receipt of funding generously made available through the State Assembly, thanks to the advocacy of Assembly member Irwin. These earmark funds for implementation of the City's Bike Master plan were originally anticipated to be combined with the Annual Pavement Rehabilitation Program to efficiently construct both, in terms of scheduling and funding. The locations of these improvements were primarily identified for connectivity to our local schools and, therefore, the construction must be coordinated with summer break in order not to have significant traffic impacts on our residents. As the funding from the state did not arrive in time to construct during the 2024 summer break, staff recommends the bidding of the project be delayed until Spring 2025.

State earmark funds have been appropriated into the California State Budget, a Funds Transfer Agreement (FTA) has been approved by the City Council and will return to

Caltrans for final Execution. This funding will be included in the Fiscal Year 2024-25 budget upon receipt from the State. Staff anticipates the FTA will be executed early in Fiscal Year 2024-25, invoicing to take place thereafter, and the funds to be in placed in 2025, supporting staff's recommendation to delay construction

While delaying the other roadways is recommended, the segment of Chesebro was identified in the City's Pavement Management System (PMS) for resurfacing, has already been deferred, and can stand alone as a project. Funding for this segment is available in the current Fiscal Year 2024-25 Budget through the Road Repair and Accountability Act of 2017, known as SB-1.

As such, Staff requested a quote from J & H Engineering General Contractors, Inc. to undertake the smaller project with the available funding through the City's Municipal Code Chapter 7 Section 2704 (a)(2) "piggy backing" exception which reads as follows:

"It is to the City's advantage to combine its purchases with those of another governmental entity in order to effect economies by bidding combined requirements, and the governmental entity actually soliciting the bids employs a bidding procedure adequate to ensure competition among responsible bidders. For example, the City may award a contract to a vendor through "piggy backing," in which a competitive bid procedure has been conducted by another public agency and the City's purchase is awarded on the same general terms as the other public agency"

The City of Westlake Village is part of the Joint Powers Authority and did an open bid and awarded the bid to J & H Engineering General Contractors, Inc. for their Fiscal Year 2023-24 Annual Street Resurfacing. The bid received from J & H Engineering General Contractors, Inc. honors the unit prices offered to the City of Westlake's project.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

The Proposed Fiscal Year 2024-25 budget includes \$400,000 in the Annual Overlay Account(022-4640-630500) of Road Rehabilitation and Recovery Act Funds (SB1) which will be used to fund this project.

The recommended contract amount is \$125,232 with a 10% contingency of \$12,523.20 (10%) for unforeseen changes during construction. The total, \$137,755.20, is within the Fiscal Year 2024-25 proposed budget.

RECOMMENDATION

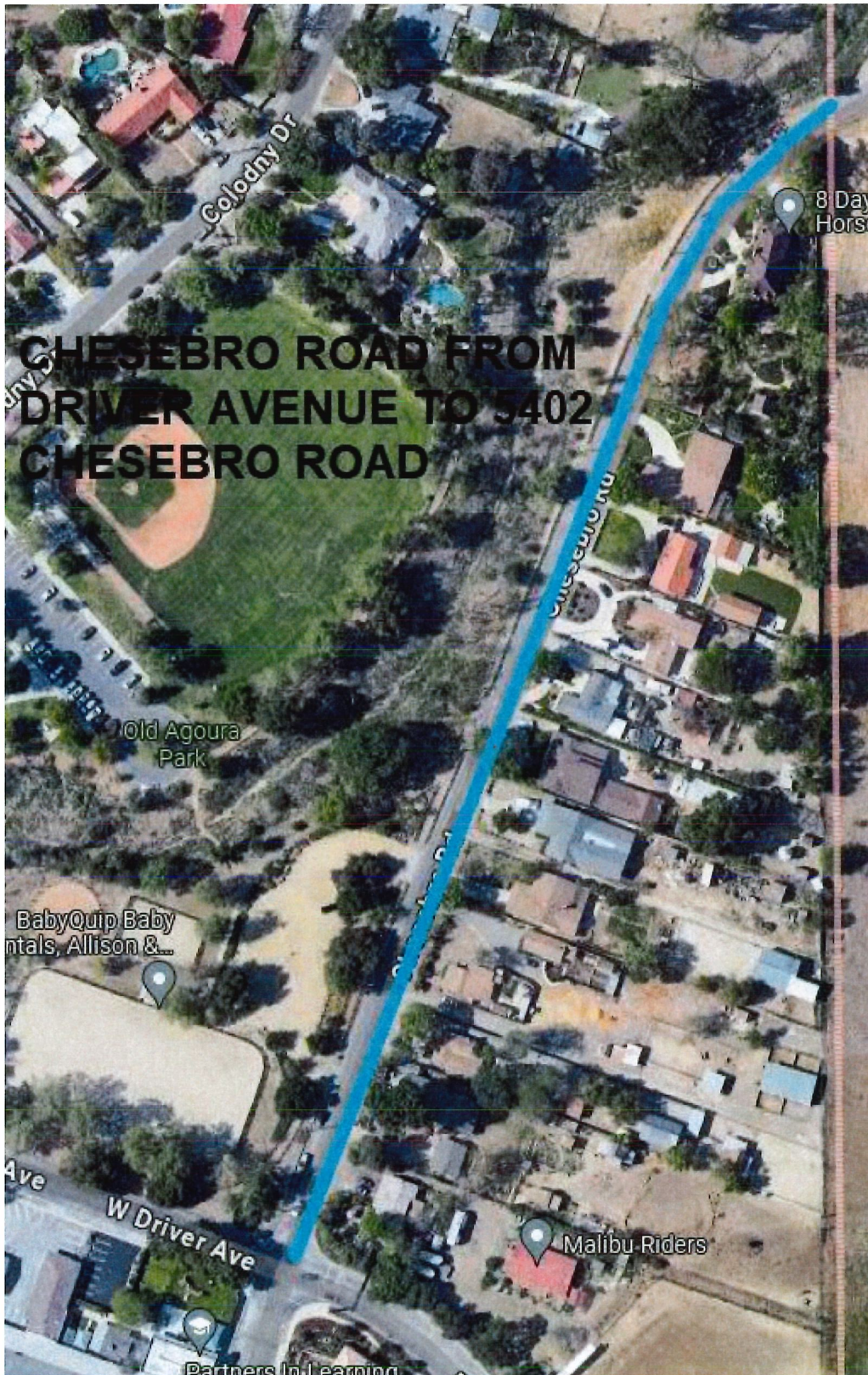
Staff respectfully recommend the City Council:

1. Award a contract, in the amount of \$125,232, to J & H Engineering General Contractors, Inc. for the resurfacing of this portion of Chesebro Road; and
2. Authorize the Mayor to sign the agreement; and

3. Authorize the City Engineer to issue Contract Change Orders within the \$12,523.20 contingency.

Attachments:

1. Map of Street Segment
2. J & H Engineering General Contractors, Inc quote
3. Agreement for Contractor Services



AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: J & H Engineering General Contractors, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Amy McMullen

CONTRACTOR'S ADDRESS: 4065 Mission Oaks Blvd. Suite B
Camarillo, CA 93012

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Robert Cortes

COMMENCEMENT DATE: July 1, 2024

TERMINATION DATE: June 30, 2025

CONSIDERATION: Contract Price
Not to Exceed: \$ 125,232.00

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND J & H ENGINEERING
GENERAL CONTRACTORS, INC.**

THIS AGREEMENT is made and effective as of July 1, 2024, between the City of Agoura Hills, a municipal corporation ("City") and J & H Engineering General Contractors, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work

done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed **One Hundred Twenty-Five Thousand Two Hundred Thirty-Two Dollars and Zero Cents (\$125,232.00)** ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of

the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

7. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractor in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. 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. All duties of Contractor under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, 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, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor

and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

14. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: J & H Engineering General Contractors, Inc.
4065 Mission Oaks Blvd, Suite B
Camarillo, CA 93012
Attention: Amy McMullen

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

17. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

J & H Engineering General Contractors, Inc.
4065 Mission Oaks Blvd, Suite B
Camarillo, CA 93012
Attention: Amy McMullen
805-987-8414

By: _____
DocuSigned by:
Amy McMullen
D9A88468AD0141F...

Name: Amy McMullen

Title: President

By: _____
DocuSigned by:
Sandra Janotta
8DA3C56DD264497...

Name: Sandra Janotta

Title: Secretary

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

All work shall be performed per City of Westlake Village Fiscal Year 2023-2024 NIB specifications except as noted in this exhibit for work items 3 and 4.

1. Mobilize equipment and personnel as needed to adequately complete the scope of work included in this service per NIB.
2. Submit traffic control plans prepared by a licensed traffic engineer in the state of California for review and approval of the City Traffic Engineer. Implement traffic control during construction operations per the approved Traffic Plans.
3. Install striping, pavement markings, and markers per striping plan included with this exhibit.
4. Remove & replace two speed humps at the same location per the specifications included in this Exhibit A.
5. Perform full width grind of the top 2 inch of Asphalt Concrete on Chesebro Road from north side Driver Avenue to 5402 Chesebro Road (City Limit Line). Limits will be marked in the field by City Staff and in the presence of the Contractor.
6. Construct 2 inch thick Rubberized Hot-Mix Asphalt overlay.
7. Adjust sewer manholes.

911. SPEED HUMP CONSTRUCTION (BID ITEM NO. 4)

911-1 SCOPE OF WORK

Work under this section shall generally consist of removing and re-constructing two (2) speed 911-2 SPEED HUMP LOCATIONS

The Contractor shall mark and construct the humps at the existing locations. The following locations are provided as a general reference only, and must be verified by the Contractor and approved by the Engineer:

Chesebro Rd

Location 1: Front of 5324 Chesebro Rd.

Location 2: Front of 5374 Chesebro Rd.

911-3 REMOVALS

The Contractor shall remove existing pavement along each side of each hump by cold planing as shown in the speed hump detail on the plans. For transverse cold planing operations, the cold planer shall be operated at perpendicular angles to the centerline of the road. At the outside edge of transverse cold planes, there shall be a vertical lip of the same depth as the final lift of asphalt (0.1 foot minimum). A temporary asphalt concrete cold mix ramp will be required at all transverse joints (minimum of two feet long). This ramp must be constantly maintained by the Contractor and completely removed prior to final paving.

The surface of the pavement after planning shall be uniformly rough grooved or ridged. The Contractor shall remove all planed asphalt concrete material from the project site immediately after planning operations. It will be the Contractor's responsibility to secure an acceptable disposal site and pay any applicable disposal site fees. In the event pavement is in any way damaged as a result of the cold planning operation, the Contractor shall, at his own expense, repair the damaged areas to the satisfaction of the Engineer. The work area shall be swept (mechanically or by hand) and kept clean during all phases of the work.

913-3 ASPHALT CONCRETE

The first lift of asphalt concrete shall be laid within the first or second day following cold planning of each hump. The second lift shall be laid the same day or the following day. Tack coat material shall be No Track Tack as specified in the special provisions section 904. Asphalt concrete shall be class C2 PG 64-10 and shall comply with Section 203-6 of the Standard Specifications.

911-4 MARKINGS

Markings shall be painted on each hump as shown in the speed hump detail on the plans. Paint shall be applied in two coats as described in the "Striping, Pavement Markings, Pavement Markers, and Traffic Signs" section of these special provisions.

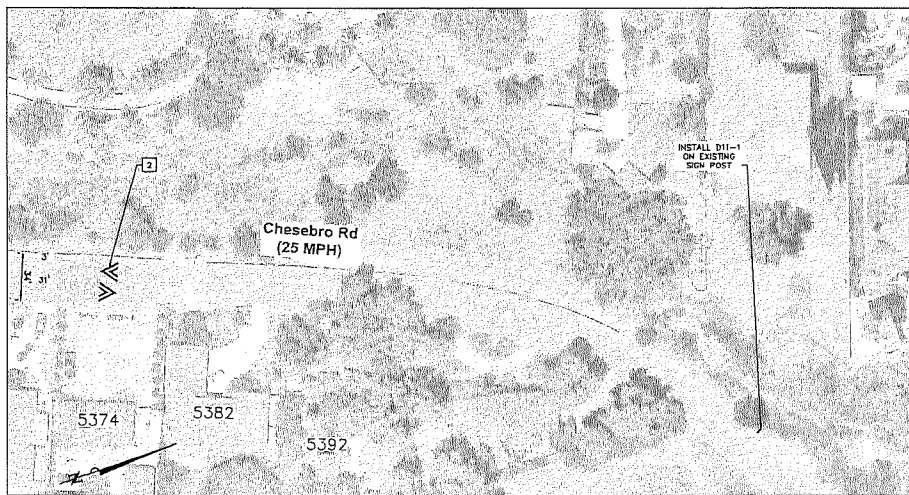
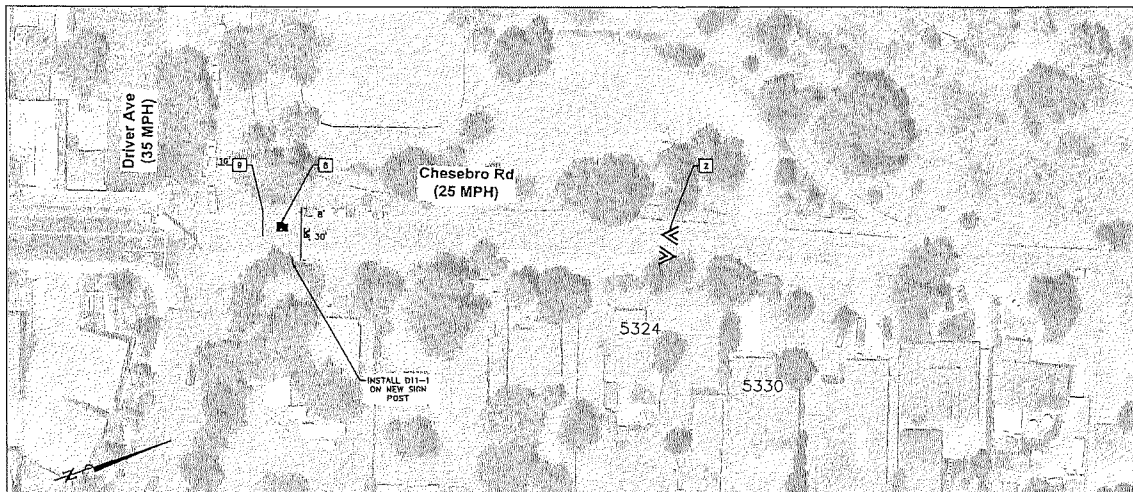
911-5 ORDER OF WORK

It shall be the Contractor's sole responsibility to determine the order of work, subject to the approval of the Engineer. The following work order for construction of the humps is offered as a suggestion:

1. Cold mill, clean area, and install temporary asphalt concrete cold mix ramps per spec herein.
2. Set up traffic control to close half the street.
3. Lay tar paper on the curb and in the gutter so that 5.5" of the gutter adjacent to the curb is covered.
4. Inventory materials to make sure all materials and equipment are at the site prior to spraying tack coat. This should include tack coat material, two 6"x6" boards, 2"x10" template boards, tar paper, paving iron, and asphalt roller.
5. Spray a heavy tack coat on the concrete area of the gutter that is to be covered with the hump. Appropriate areas of asphalt paving should receive a coating of tack coat too. However, it is particularly important that the appropriate concrete areas of the gutter receive complete coverage so the new asphalt concrete bonds to the gutter. The tack coat should be applied carefully, so the portion of the gutter under the tar paper is kept clean while the portion to be covered with the new asphalt speed hump receive full coverage.
6. Remove the tar paper.
7. Place a 6"x6" smooth cut board (actual dimensions will be about 5.5"x5.5") against the curb.
8. Lay first lift of asphalt and roll it. Asphalt should extend to the board in the gutter. Leave board in place.
9. Set up traffic control for second side of street and repeat process with a second board.
10. Spray complete coverage tack coat in area where second lift of asphalt will join existing paving.
11. Lay second lift of asphalt and roll it.
12. Immediately after rolling, remove boards and compact edges of hump with an asphalt iron.
13. Demonstrate to City inspector that hump profile complies with spec.
14. Paint first coat of striping on hump on second side of street.
15. Repeat traffic control, second lift, and first coat of striping for first side of the street.
16. Paint second coat of striping on entire hump per spec herein.

911-6 MEASUREMENT AND PAYMENT

Measure and Payment for SPEED HUMPS shall be per each unit bid price and shall include full compensation for all labor, materials, and equipment necessary to complete the work, except for traffic signing, for which there will be separate payment as defined in these special provisions.



LEGEND

- PROPOSED STRIPING
- PROPOSED PAVEMENT MARKINGS

GENERAL NOTES

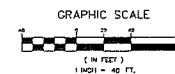
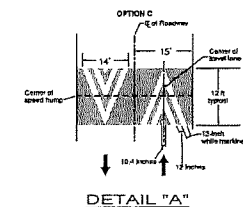
1. ALL STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
2. ALL EXISTING SIGN POSTS WITH PROPOSED SIGNS SHALL MAINTAIN 2" FROM BOTTOM OF SIGN TO TOP OF CURB FOR CA MUTCD SECTION 9A.16.
3. ALL WORK SHALL BE ACCORDING TO THE 2002 EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS AND THE LATEST EDITION OF THE CALIFORNIA HANDBOOK OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD). ALL SIGNING AND STRIPING SHALL BE NEW INSTALLATIONS EXCEPT AS OTHERWISE NOTED.

(THIS SHEET ONLY)

CONSTRUCTION NOTES

- 1** INSTALL SPEED HUMP PAVEMENT MARKING PER CALTRANS FIGURE 3B-29 OPTION C. SEE DETAIL "A", THIS SHEET.
- 2** INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. PLAN A24D.
- 3** INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.

SIGN LEGEND



REV	SYMBOL	DESCRIPTION OF CHANGE	RCE	DATE

PREPARED BY:
Kimley»Horn
 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.
 285 South Figueroa Street, Suite 2050, Los Angeles, CA 90017
 Tel (213) 261-4040

Laura Formasi P.E. 03148 DATE



REVIEWED BY:

CHARMINE YAMBAO DATE
 SENIOR CIVIL ENGINEER

APPROVED BY:

JESSICA FORTE RCE DATE
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER



CHESEBRO RD BETWEEN DRIVER AVE AND NORTH END CITY LIMIT

TRAFFIC STRIPING PLAN SS-11

DESIGNED BY: CA DRAWN BY: CB CHECKED BY: LF PWA JOB NUMBER: 099083010

SHEET 11 OF 11

911. SPEED HUMP CONSTRUCTION (BID ITEM NO. 4)

911-1 SCOPE OF WORK

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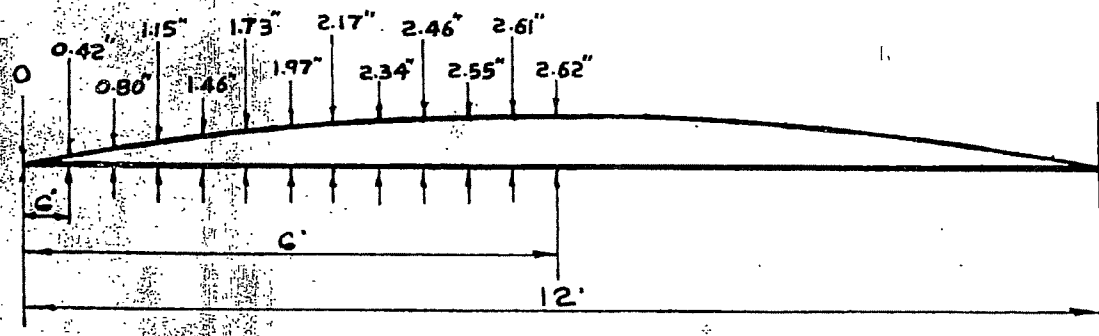
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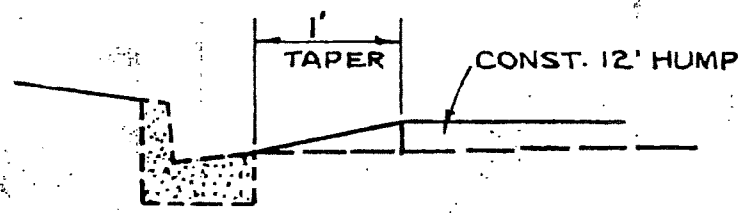
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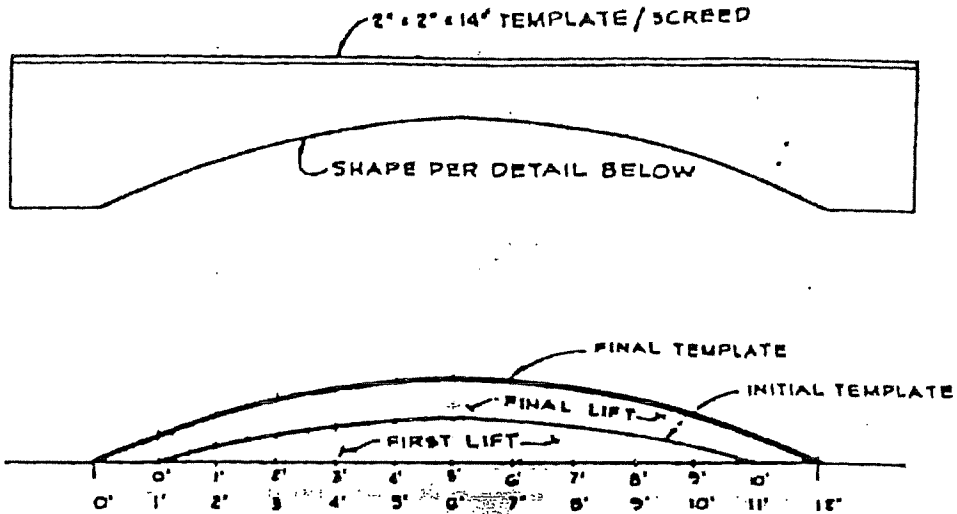
SECTION A-A
NOT TO SCALE



SECTION B-B
NOT TO SCALE

PLANS PREPARED BY:
WILLDAN ASSOCIATES
12900 CROSSROADS PARKWAY SOUTH, SUITE 200
INDUSTRY, CA 91746-3499
(916) 895-0551

EXHIBIT C



HUMP DETAIL
NOT TO SCALE

NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE TEMPLATES

CONSTRUCTION DETAILS FOR HUMP

1. 12' x 25/8" (nominal size) asphalt Humps should be used.
2. ± 1/8" inch tolerance should be maintained.
3. Using two templates, the asphalt should be hand laid in two lifts and hot rolled over a tack coat.
4. The Humps should be installed across the entire roadway to the lip of the gutter with the last one foot tapered flush with the pavement to minimize gutter running and to preserve gutter flows.

EXHIBIT D

EXHIBIT B
PAYMENT RATES AND SCHEDULE

EXHIBIT B



ENGINEERING

GENERAL CONTRACTORS, INC.

City of Agoura Hills
 30001 Ladyface Court
 Agoura Hills, CA 91301

May 31, 2024

Attn: Robert Cortes, Engineering Aide II
 Subject: Chesebro Road Paving

QUOTATION #2968

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$ 5,500.00	\$ 5,500.00
2	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
3	Striping, Pavement Markings, and Markers	1	LS	\$ 3,500.00	\$ 3,500.00
4	Remove/Replace speed humps	2	EA	\$ 4,200.00	\$ 8,400.00
5	Cold Mill Full Width, 2" Depth	36000	SF	\$ 0.57	\$ 20,520.00
6	Rubberized Hot-Mix Asphalt	432	TN	\$ 153.50	\$ 66,312.00
7	Adjust Sewer Manhole Cover	3	EA	\$ 2,000.00	\$ 6,000.00
TOTAL BID					\$ 125,232.00

Inclusions: Provide all labor, equipment, and materials to complete project in full. Prevailing wage rates, regular working hours M-F 7am-5pm. All work described herein this proposal to be completed in a substantial and workman like manner according to standard practices for the sum of unit prices shown.

Exclusions: Permits, bonds, engineering, inspection fees, application fees, soils and/or compaction tests, de-watering, haul off excess and/or hazardous materials

Prices are firm for acceptance 30 days from the date of quotation and start of work within 60 days from quotation date after which time quotation is subject to review and/or revision.

ACCEPTANCE

J & H ENGINEERING is hereby authorized to furnish all labor, equipment and materials required to complete the work as described herein and by signing this document we agree to pay the amount stated in said proposal according to the terms & conditions indicated within. Furthermore, it is hereby agreed that the above stipulated payment terms are acceptable. Acceptance of this proposal constitutes agreement to include this proposal in any and all subcontract agreements.

Name: _____ Date: _____

Accepted By: _____ Print name: _____