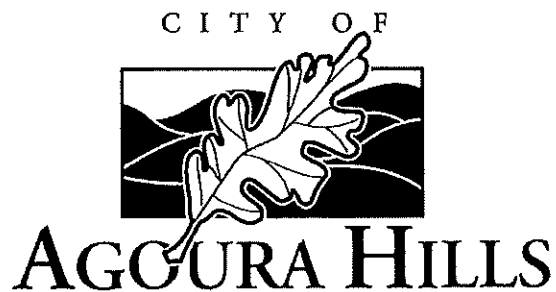


**NOTICE TO INFORMAL BIDDERS  
CITY OF AGOURA HILLS  
CONTRACT DOCUMENTS**

**FOR**

**CHUMASH PARK RESTROOM REHABILITATION  
PROJECT NIB NO. 24-04**



Prepared By:

**Kimley Horn & Associates, Inc.  
660 South Figueroa St, STE. 2050  
Los Angeles, CA 90017**

Approved by:

  
\_\_\_\_\_  
Jessica Forte, City Engineer

7/30/24  
Date

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## NOTICE INVITING INFORMAL SEALED BIDS FOR

### CHUMASH PARK RESTROOM REHABILITATION PROJECT [the "Project"] NIB NO. 24-04

**NOTICE IS HEREBY GIVEN** that the City of Agoura Hills as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, 30001 Ladyface Court, Agoura Hills, California 91301, up to the hour of 10:00 a.m. on Monday, August 12, 2024, at which time they will be publicly opened. Due to the City's continuing effort in implementing "green" policies, copies of the Plans, Specifications, and contract documents will only be available online by visiting <https://www.agourahillscity.org/departement/public-works-engineering/request-for-qualifications-proposal>

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

**The Project includes, without limitations, furnishing all necessary labor, materials, equipment, and other incidental and appurtenant Work necessary for the demolition and hauling of the existing restroom building and hazardous waste, installation of new utilities, preparation of building pad, and grading as necessary for the installation of a new prefabricated restroom building.**

**NO MANDATORY PRE-BID MEETING AND SITE VISIT IS REQUIRED.** A mandatory pre-bid meeting is not required for this project, but interested Bidders are encouraged to visit and examine the project site located at Chumash Park located at 5550 Medea Valley Drive, Agoura Hills, CA 91301. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

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

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

**BONDS.** Each Bid must be accompanied by a cash deposit, cashier's check, certified check, or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety

insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided bylaw.

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

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

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

**LIQUIDATED DAMAGES.** All Work shall be completed within 45 Working Days following the date specified in the written Notice to Proceed from the City. There will be a \$600 assessment for each Day that Work remains incomplete beyond the time specified for the completion of the Work in the Contract Documents.

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

## INSTRUCTIONS TO BIDDERS

**FORM OF BID.** Bids shall be submitted, in writing, on the proposal forms provided by the AGENCY. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

**DELIVERY OF BIDS.** Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR CHUMASH PARK RESTROOM REHABILITATION PROJECT NIB NO. 24-04– DO NOT OPEN WITH REGULAR MAIL.**" Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the NOTICE INVITING SEALED BIDS. Late proposals will be deemed non-responsive and will not be considered. Accepted Bids shall become the property of the City.

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

**WITHDRAWAL OF BID.** A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid opening hour stipulated in the NOTICE INVITING SEALED BIDS. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

**BIDDER'S SECURITY.** Each Bid shall be accompanied separately by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid (the "Bid Security"). **The Bid Security must be submitted in person in a sealed envelope bearing the Bidder's name and addressed to the City Clerk's office, City Hall, 30001 Ladyface Court, Agoura Hills, CA 91301 during City's business hours Monday through Thursday 7:00 a.m. to 5:00 p.m. and Friday 7:00 a.m. to 4:00 p.m., with the Project name and NIB# typed or clearly printed on the lower left corner of the envelope by the submission deadline for Bids as stated in the Notice Inviting Bids. The copy of the Bid Security with the Bid Package does not replace the requirement to submit the original Bid Security in a sealed envelope to City.** The time of delivery of the Bid Security shall be conclusively determined by the time-stamping clock located at the City Clerk's office. The Bid Security shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

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

**ADDENDA.** The City Engineer may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying with the City that it has received all Addenda issued, if any, and a Bidder shall have no recourse due failure to verify the issuance and receipt of Addenda. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

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

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

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

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

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

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

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

demonstrate acceptability.

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

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

**AWARD OF CONTRACT.** The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

**ADDITIVE OR DEDUCTIVE ITEMS.** In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: The lowest Bid shall be the Proposal with the lowest Bid price on the Base amount without consideration of the price on the additive item. These determination methods shall be used regardless of whether the additive item is required, which in any case shall be at the City's discretion.

**TRENCHING.** If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such a plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**LISTING SUBCONTRACTORS.** Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*).

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

**SIGNATURES.** The Bidder shall execute all documents requiring signatures and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to

the City, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

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

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

**INTERPRETATION OF CONTRACT DOCUMENTS.** Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City Engineer a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project and NIB# in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

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



## CHECKLIST FOR BIDDERS

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

- \_\_\_\_\_ Completed and Signed Bid Cover Form
- \_\_\_\_\_ Completed and Signed Bid Sheets
- \_\_\_\_\_ Completed, Signed and Notarized Questionnaire
- \_\_\_\_\_ Completed References Form
- \_\_\_\_\_ Resume of General Construction Superintendent/On-Site Construction Manager
- \_\_\_\_\_ Completed Subcontractor Designation Form
- \_\_\_\_\_ Completed and Signed Industrial Safety Record Form
- \_\_\_\_\_ Completed, Signed and Notarized Bid Bond or Other Security Form submitted to the City of Agoura Hills.
- \_\_\_\_\_ An electronic copy of the Completed, Signed and Notarized Bid Bond or Other Security Form submitted with Bid package via PlanetBids.
- \_\_\_\_\_ Signed and Notarized Noncollusion Declaration Form
- \_\_\_\_\_ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

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

**BID**

**CITY OF AGOURA HILLS**

**CHUMASH PARK RESTROOM REHABILITATION PROJECT [the "Project"] NIB NO. 24-04**

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

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

Bidder acknowledges receipt of all addenda, as follows:

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

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

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

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

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

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

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

by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number \_\_\_\_\_, Class \_\_\_\_\_, which expires on \_\_\_\_\_.

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

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

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

**CITY OF AGOURA HILLS**

**BID SHEETS FOR**

**Chumash Park Restroom Rehabilitation Project**

**NIB #: 24-04**

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

To the Honorable Mayor and Members of the City Council:

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

**GENERAL CONSTRUCTION AMOUNT (A):**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICES</b>	<b>EXTENDED AMOUNT</b>
1.	Mobilization	LS	1	\$	\$
2.	Erosion (Water Pollution) Control	LS	1	\$	\$
3.	Remove Existing Building in its Entirety	LS	1	\$	\$
4.	Remove Hazardous Materials	LS	1	\$	\$
5.	Remove Water Meter	EA	1	\$	\$
6.	Remove Irrigation Meter	EA	1	\$	\$
7.	Remove ICV	EA	2	\$	\$
8.	Remove Water Pipe	LF	80	\$	\$
9.	Remove Electrical Conduit	LF	50	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
10.	Abandon Existing Sewer Pipe	LS	1	\$	\$
11.	Install Water Meter	EA	1	\$	\$
12.	Install Water Backflow Preventer	EA	1	\$	\$
13.	Install Irrigation Meter	EA	1	\$	\$
14.	Install Sewer Cleanout	EA	2	\$	\$
15.	Install 2" Water Pipe	LF	50	\$	\$
16.	Install 4" Sewer Pipe	LF	90	\$	\$
17.	Install Electrical Meter	EA	1	\$	\$
18.	Install Electrical Hand Hole	EA	1	\$	\$
19.	Install 2-1/2" Electrical Conduit	LF	50	\$	\$
20.	Install 4" Electrical Conduit per SCE Specifications	LF	100	\$	\$
21.	Install 4" Bored Electrical Conduit	LF	120	\$	\$
22.	Adjust to Grade Sewer Cleanout	EA	1	\$	\$
23.	Adjust to Grade Water Meter	EA	1	\$	\$
24.	Site Finishing	LS	1	\$	\$
25.	Remove Existing Sign and Foundation	EA	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
26.	Remove Existing Trash Receptacle	EA	5	\$	\$
27.	Install Sign	EA	1	\$	\$
28.	Install Trash Receptacle	EA	5	\$	\$
<b>TOTAL GENERAL CONSTRUCTION AMOUNT (A):</b>					\$ _____

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

**TOTAL BID PRICE IN DIGITS:** \$ \_\_\_\_\_

**TOTAL BID PRICE IN WORDS:** \_\_\_\_\_

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

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

**INFORMATION REQUIRED OF BIDDER**

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

(1) Bidder's Name: \_\_\_\_\_

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

\_\_\_\_\_

(3) Business Address: \_\_\_\_\_

- (4) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: \_\_\_\_\_
- (6) Corporation organized under the laws of the State of: \_\_\_\_\_
- (7) California State Contractor’s License Number and Class: \_\_\_\_\_  
 Original Date Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (8) DIR Contractor Registration Number: \_\_\_\_\_
- (9) List the name and title of the person(s) who inspected the Project site for your firm:  
 \_\_\_\_\_
- (10) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): \_\_\_\_\_
- (11) Number of years’ experience the company has as a contractor in construction work: \_\_\_\_\_
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (13) List all current and prior D.B.A.’s, aliases, and fictitious business names for any principal having \_\_\_\_\_ interest \_\_\_\_\_ in \_\_\_\_\_ this Bid:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having \_\_\_\_\_ an \_\_\_\_\_ interest \_\_\_\_\_ in \_\_\_\_\_ this Bid:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:
- a. List the names, addresses and telephone numbers of contact persons for the parties (Use additional sheets as necessary.):

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b. Briefly summarize the parties' claims and defenses (Use additional sheets as necessary.):

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

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

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

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

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

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

If your answer is "yes" to any part or parts of this question, explain. (Use additional sheets as necessary.)

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

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

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

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

Notary Public

Company

Subscribed and sworn to me: \_\_\_\_\_

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

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

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

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

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

Date:

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

\_\_\_\_\_

(SEAL)

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

## REFERENCES FORM

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

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

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

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

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

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

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

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

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

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

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

Circle one: Yes    No

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

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

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

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

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

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

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

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

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

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

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

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

Circle one: Yes      No

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

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

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

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

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

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

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

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

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

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

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

Circle one: Yes      No

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

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

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

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

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

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

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

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

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

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

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

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

Circle one: Yes No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## **RESUME**

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

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

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

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

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



## INDUSTRIAL SAFETY RECORD FORM

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

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

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

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

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

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

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

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

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

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

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

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

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

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

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

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

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

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

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

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

“Principal”

“Surety”

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

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

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

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

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

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

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

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

The undersigned declares:

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

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

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

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

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

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

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

**This form must be notarized.**

## CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- \_\_\_\_\_ Two (2) executed and notarized copies of the Contract
- \_\_\_\_\_ Payment Bond in amount of the Contract
- \_\_\_\_\_ Performance Bond in amount of the Contract
- \_\_\_\_\_ Workers' Compensation Certificate
- \_\_\_\_\_ Liability insurance certificate in the amounts specified in Section 5-4.2 of the General Provisions, naming the City as a co-insured
- \_\_\_\_\_ Automobile insurance certificate in the amount specified in Section 5-4.4 of the General Provisions, naming the City as a co-insured
- \_\_\_\_\_ Copy of City business license
- \_\_\_\_\_ Additional insured endorsement – comprehensive general liability
- \_\_\_\_\_ Additional insured endorsement – automobile liability
- \_\_\_\_\_ Additional insured endorsement – excess liability

## CONTRACT

### CITY OF AGOURA HILLS CONTRACT FOR

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

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

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

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

compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

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

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

CITY OF AGOURA HILLS

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

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

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

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

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

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

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

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Agoura Hills ("Public Agency"), State of California, has awarded to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Principal")

*(Name and address of Contractor)*

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

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

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

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

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code



Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

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

“Principal”

“Surety”

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

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

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

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

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

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

(Seal)

(Seal)

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

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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Agoura Hills ("Public Agency"), has awarded to \_\_\_\_\_

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

*(Name and address of Contractor)*

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

\_\_\_\_\_

*(Project name)*

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

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

\_\_\_\_\_

*(Name and address of Surety)*

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

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

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

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

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

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

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

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

“Principal”

“Surety”

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

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

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

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

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

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

(Seal)

(Seal)

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

**WORKERS' COMPENSATION  
CERTIFICATE OF INSURANCE**

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

---

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

1. This certificate is issued to:

City of Agoura Hills  
City Hall

\_\_\_\_\_  
\_\_\_\_\_, California \_\_\_\_\_

The insureds under such policy or policies are:

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

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

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

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

**ADDITIONAL INSURED ENDORSEMENT  
COMPREHENSIVE GENERAL LIABILITY**

---

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

---

*Name and address of insurance company ("Company"):*

---

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

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

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

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

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

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

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

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

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

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Agoura Hills  
City Hall

\_\_\_\_\_  
\_\_\_\_\_, California \_\_\_\_\_

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

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

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

**ADDITIONAL INSURED ENDORSEMENT  
AUTOMOBILE LIABILITY**

---

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

---

*Name and address of insurance company ("Company"):*

---

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

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

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

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

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

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

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

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

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

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Agoura Hills  
City Hall

\_\_\_\_\_  
\_\_\_\_\_, California \_\_\_\_\_

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

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

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



**ADDITIONAL INSURED ENDORSEMENT  
EXCESS LIABILITY**

---

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

---

*Name and address of insurance company ("Company"):*

---

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to

operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
 City of Agoura Hills  
 City Hall

\_\_\_\_\_  
 \_\_\_\_\_, California \_\_\_\_\_

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

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Following Form
- Umbrella Liability
- \_\_\_\_\_

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

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

## **GENERAL PROVISIONS**

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

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

The 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

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

The number of sections and subsections in these General Provisions are compatible with the numbering in Parts 1, 4 (Sections 400 through 402), and 6 of the Standard Specifications. The Special Provisions shall be numbered as Sections 900 through 999. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

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

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions), Part 4 (Existing Improvements) and Part 6 (Temporary Traffic Control) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

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

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

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

Agency – The City of Agoura Hills.

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

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

County – County of Los Angeles, California

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

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

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

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

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

Project – See Work.

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

### 1-3.3 Institutions

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

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

### 1-7.2 CONTRACT BONDS

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

Before acceptance of the Project, the Contractor shall submit warranty or maintenance bond(s) that are valid for one (1) year from date of recordation of Notice of Completion by County Recorder, in the amount of one hundred percent (100%) of the Final Contract amount. In lieu of

the warranty of maintenance bond(s), before acceptance of the Project, The Contractor may submit written evidence from the Surety that the performance bond has been extended for the appropriate duration of time and final contract amount.

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

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

### **2-2 PERMITS**

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

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

### **2-4 COOPERATION AND COLLATERAL WORK**

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

### **2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES**

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

#### **2-5.4 Haul Routes**

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

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

### **2-7 CHANGES INITIATED BY THE AGENCY**

The provision below shall supplement but not replace those provisions in Section 2-7 of the Standard Specifications.

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

## 2-7.1 General.

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

## 2-8 EXTRA WORK

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

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

### 3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

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

### 3-2 SELF-PERFORMANCE

Section 3-2 ("Self Performance") of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall perform or provide, with its own organization, Contract labor, materials and equipment amounting to at least fifty percent (50%) of the Contract Price. The Contract labor performed or provided by the Contractor shall amount to at least twenty-five percent (25%) of the total Contract labor. Contract labor shall exclude superintendence. Any "Specialty Items," which will be identified by the City in the Bid or in the Special Provisions, may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of Contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item

is subcontracted, the value of Contract labor, materials, and equipment subcontracted will be based on the Contract Unit Price or lump-sum price. When a portion of an item is subcontracted, the value of Contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or lump-sum price, determined from information submitted by the Contractor and subject to approval by the Engineer.

### 3-5 INSPECTION

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

### 3.7 CONTRACT DOCUMENTS

#### 3-7.1 General

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

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

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

With regard to Section 3-7.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.



### 3-9 SUBSURFACE DATA

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

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

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

### 3-10 SURVEYING

#### 3-10.1 General

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

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

#### 3-10.3 Line and Grade

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

### 3-11 CONTRACT INFORMATION SIGNS

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

### 3-12 WORKSITE MAINTENANCE

#### 3-12.1 General.

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

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

#### 3.12.4 Storage of Equipment and Materials.

##### 3-12.4.1 General

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

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

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

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

### 3-12.4.2 Storage in Public Streets

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

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

### 3-12.6 WATER POLLUTION CONTROL

#### 3-12.6.2 Best Management Practices (BMPs)

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

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

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

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

#### 3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Section 3-12.6.3 (Storm Water Pollution Prevention Plan (SWPPP)) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The work under this section covers full compliance with the National Pollution Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit

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

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

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

### 3-12.7 Recycling of Materials

Subsection 3-12.7 (Recycling of Materials) is hereby added to Section 3-12 of the Standard Specifications as follows:

### 3-12.7 Recycling of Materials

3-12.7.1 Recycling of Asphalt Concrete Portland Cement Concrete, Aggregate Base and Green Waste are Required. Contractor shall use a construction container from one of the approved haulers (See appendix B attached).

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

### 3-12.7.2 Contractor's Obligation

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

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

### 3-13.1 Completion.

The Contractor shall complete all Work under the Contract within forty-five (45) Working Days from the Notice to Proceed.

### 3-13.2 Acceptance.

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

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. All "as-builts";
4. The warranty/ maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 2-4 of these General Provisions; and
5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

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

### 3-13.3 Warranty

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

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

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

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

### **4-1 GENERAL**

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

### **4-4 TESTING**

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

### **4-6 TRADE NAMES**

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

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

### **5-3 LABOR**

#### **5-3.2.1 Public Work**

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

#### **5-3.2.2 Copies of Wage Rates**

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor

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

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

#### 5-3.3 Payroll Records

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

#### 5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

#### 5-3.5 Apprentices

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

#### 5-3.6 Debarment or Suspension

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

#### 5-3.7 Registration with the DIR

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

#### 5-3.8 Compliance Monitoring and Posting Job Sites

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

#### 5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

#### 5-3.10 Prevailing Wage Indemnity

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

### 5-4 INSURANCE

#### 5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be



incorporated and shall instead be replaced with the following:

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

#### 5-4.2 General Liability Insurance

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

Instead of the minimum limits listed in Section 5-4.2 of the Standard Specifications, the coverage shall provide the following minimum limits:

Insurance Coverage Requirements	Limit Requirements
Comprehensive General Liability	\$2,000,000
Products/ Completed Operations Hazard	\$2,000,000
Comprehensive Automobile Liability	\$2,000,000
Contractual General Liability	\$2,000,000

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits.

##### 5-4.2.1 Additional Insureds

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

##### 5-4.2.2 No Limitation on Indemnity

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

##### 5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from

payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

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

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

#### 5-4.2.5 Subcontractors

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

#### 5-4.3 Workers' Compensation Insurance

The worker's compensation insurance shall have a minimum of \$1,000,000 or the amount required by law, whichever is greater.

#### 5-4.4 Automobile Liability Insurance

Instead of the minimum limits listed in Section 5-4.4 of the Standard Specifications, the automobile insurance shall have a minimum limit of \$1,000,000 per claim and occurrence and \$1,000,000 in the aggregate for bodily injuries or death of one person and \$1,000,000 for property damage arising from one incident.

### 5.7 SAFETY

#### 5-7.1 Work Site Safety

##### 5-7.1.1 General

Due to the Project's location, the Contractor shall be required to secure and render safe the entire construction area at the end of each Working Day. Work areas must be well barricaded and flagged. No open excavations will be allowed on the weekends.

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

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

Section 5-7.1.3 is hereby added to Section 5-7.1 (Work Site Safety) of Part 1 of the Standard Specifications as follows:

#### 5-7.1.3 Protection of the Public

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

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

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

#### 5-7.1.4 Emergencies

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

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

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any

delay claims for work stopped by the City in order to correct an unsafe traffic condition, regardless of whether or not traffic control was set up in accordance with these Special Provisions.

## 5-7.8 Steel Plate Covers

### 5-7.8.1 General

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

All steel traffic plates shall be maintained at the end of each Working Day and placed securely over the trench with pins and ramped with temporary asphaltic concrete.

Sections 5-8 and 5-9 are hereby added to Section 5 (Legal Relations and Responsibilities) of Part 1 of the Standard Specifications as follows:

## 5-8 PUBLIC NOTICES

### 5-8.1 Notification to Property Owners and Businesses

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

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

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

### 5-8.2 Resident's Complaints

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

### 5-8.3 Project Identification Signs

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

### 5-8.4 Additional Required Notices

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

### 5-8.5 Payment

Unless otherwise specified in the Special Provisions, no separate or additional payment will be made for distribution, delivery or providing Public Notices. Payment shall be included in the Bid for the various Bid Items that require public notices.

## 5-9 INDEMNIFICATION

### 5-9.1 Contractor's Duty

To the maximum extent permitted by law, the 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 representatives), 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 the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or 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"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The 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. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the 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 Indemnitee.

### 5-9.2 Civil Code Exception

Nothing in this Section 5-9 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful

misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

### 5-9.3 Nonwaiver of Rights

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

### 5-9.4 Waiver of Right of Subrogation

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

### 5-9.5 Survival

The provisions of this Section 5-9 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 the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

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

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

#### 6-1.1 Construction Schedule

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

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

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

#### 6-1.1.1 Pre-Construction Conference

Approximately ten ((10) Days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

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

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

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

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

#### 6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined

by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

#### 6-1.2 Commencement of the Work

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

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

#### 6-1.3 Working Days And Hours

Contractor shall do all Work between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. No Work will be allowed on Saturdays, Sundays or City holidays, which are as follows:

**New Year's Day**

**Martin Luther King**

**President's Day**

**Memorial Day**

**Independence Day**

**Labor Day**

**Veteran's Day**

**Thanksgiving Day**

**Day After Thanksgiving**

**Christmas Eve**

**Christmas Day**

**New Year's Eve**

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

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

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

#### 6-2 PROSECUTION OF THE WORK

If the Contractor has fallen behind the accepted construction schedule by more than three percent (3%) of the total number of Working Days on the critical path for the project, the Contractor shall submit a recovery schedule to the Engineer that exactly indicates measures of schedule recovery including, but not limited to, revised methods of procurement, revised sequencing of work, and



any additional measures such as increasing the number of personnel, shifts, overtime operations, days of work, amount of construction equipment until such time as the Work is back on schedule. All cost required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the City.

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

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

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

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

## 6-4 DELAYS AND EXTENSIONS OF TIME

### 6-4.1 General.

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

No extension of time will be granted for delay caused by shortage of materials unless the Contractor furnishes to the Engineer documentary proof that he or she has diligently made

reasonable and timely efforts to obtain such materials from all known sources. No time extension will be granted for delays which do not affect the critical path of the construction schedule provided at the Pre-Construction Meeting.

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

#### 6-4.2 Extensions of Time

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

#### 6-4.3 Payment for Delays

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

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

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

#### 6-4.4 Written Notice and Report

Subsection 6-4.4 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

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

of the issues raised in that notice.

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

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contract for any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to the Contractor exceed the amount which would have been paid to the Contractor for the full performance of the services described in the Contract.

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

#### 6-9 LIQUIDATED DAMAGES

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

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

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

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

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

### **7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK**

#### **7-1.2 Methods of Measurement**

Thus, the Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

### **7.3 PAYMENT**

#### **7.3.1 General**

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

#### **7-3.2 Partial and Final Payment**

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

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

##### **7-3.2.2 Payments**

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

##### **7-3.2.3 Retention**

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

#### 7-3.2.4 Final Invoice and Payment

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

#### 7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

##### 7.3.2.5.1 Substitution of Securities for Performance Retention

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

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

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

#### 7-3.2.5.3 Subcontractor Entitlement to Interest

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

#### 7-3.2.5.4 Securities Eligible for Investment

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

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

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

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

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

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

### 7-3.9 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of five (5) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

### 7-4.3 Markup

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

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

### 8-1 General

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

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

## **SECTION 9. ADDITIONAL TERMS**

### 9-1 NONDISCRIMINATORY EMPLOYMENT

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

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

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

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

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

#### 9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

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

#### 9-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

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

#### 9-7 ACCESS TO PRIVATE PROPERTY

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

#### 9-9 CLAIM DISPUTE RESOLUTION

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



claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

#### 9-10 THIRD PARTY CLAIMS

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

#### 9-11 COMPLIANCE WITH LAWS

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

#### 9-12 CONTRACTOR'S REPRESENTATIONS

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

#### 9-13 CONFLICTS OF INTEREST

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

#### 9-14 APPLICABLE LAW

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

#### 9-15 TIME

Time is of the essence in these Contract Documents.

#### 9-16 INDEPENDENT CONTRACTOR

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

#### 9-17 CONSTRUCTION

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

#### 9-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

#### 9-19 TERM

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

#### 9-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of

delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

#### 9-21 SEVERABILITY

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

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

#### 400-1 GENERAL

The first sentence of the second paragraph of Section 400-1 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

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

The following paragraphs shall be added to Section 400-1 of the Standard Specifications:

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to start of that operation and approved by the Engineer.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

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

#### 400-2 PERMANENT SURVEY MARKERS

The entirety of the second paragraph of Section 400-2 (Permanent Survey Markers) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

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

existing monuments. The Contractor and the Engineer will coordinate schedules so that this work may be accomplished. The Contractor shall:

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

#### 400-3 PAYMENT

The entirety of the first paragraph of Section 400-3 (Payment) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

Unless further specified within the Special Provisions, no separate or additional payment shall be made for (1) protection of existing improvements, (2) restoration of existing improvements, and (3) preservation and/or perpetuation of existing survey monuments. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or reestablishing existing improvements shall be included in the bid.

#### 402-1.1 General

The first sentence of the first paragraph of Section 402-1.1 (General) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert NIB # issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

**UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 402-1.2 Payment

The entirety of the first paragraph of Section 402-1.2 (Payment) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

Unless further specified within the Special Provisions, no separate or additional payment shall be made for utility location by the Contractor. All costs to the Contractor for locating and protecting utilities shall be included in the bid

#### 402-1.3 Entry by Utility Owners

The following paragraph shall be added to Subsection 402-1 (Location) of the Standard Specifications:

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

#### 402-2 PROTECTION

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

#### 402-3 REMOVAL

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

#### 402-4 RELOCATION

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

#### 402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective

contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

#### 402-7 NOTIFICATION

The following Section 402-7 (Notification) shall be added to Section 402 of the Standard Specifications:

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

Agency: City of Agoura Hills  
Phone Number: (818) 597-7329  
Contact Person: Robert Cortes

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

Agency: AT&T Planning & Engineering  
Phone Number: (818) 997-5998  
Contact Person: Mr. Jody Riehl

Agency: Southern California Gas (Distribution)  
Phone Number: (818) 701-3324

Agency: Southern California Gas (Transmission)  
Phone Number: (805) 681-7928

Agency: Southern California Edison Company  
Phone Number: (805) 494-7016tha  
Contact Person: Mr. Conrado Reynado Jr.

Agency: Las Virgenes Municipal Water District  
Phone Number: (818) 880-4110  
Contact Person: Mr. Mike Hand

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

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

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

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

## **PART 6 – TEMPORARY TRAFFIC CONTROL**

### **600-1 GENERAL**

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

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

### **600-2 VEHICULAR ACCESS**

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

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

### **600-3 PEDESTRIAN ACCESS**

The first sentence of the fifth paragraph of Section 600-3 (Pedestrian Access) of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

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

#### **601-2.1 General**

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the latest edition of Caltrans Standard Specifications, and the latest edition of Caltrans Standard Plans, and must be approved by the Engineer before construction. The "latest edition" shall be



determined by the date in which the Notice Inviting Bids is first published in the newspaper. The Traffic Control Plan shall be prepared under the supervision of and signed and stamped by a registered Professional Civil Engineer or a Traffic Engineer licensed to practice in the State of California. The Traffic Control Plan shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work prior to receiving an approved Traffic Control Plan. Any delay in acquiring Traffic Control Plan approval will be at the Contractor's expense and no additional working days will be granted.

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

Section 601-2.1.1 is hereby added to Section 601-2 (Temporary Traffic Control Plan (TCP) of Part 6 of the Standard Specifications as follows:

601-2.1.1 Street Closures, Detours, Barricades

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

1. Saturdays, Sundays and holidays listed in Section 10-10 of these General Provisions:  
12:01 AM to 11:59 PM
2. Fridays and any day preceding holidays listed in Section 10-10 of these General Provisions: 3:00 PM to 12:59 PM
3. Non-construction hours: all hours when the Contractor's employees are not physically present at the construction site actively performing construction work.

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

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

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

the Work area, showing the date and time of construction.

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

Sections 601-3.6.2. a), b) and c) are hereby added to Section 601-3 (Temporary Traffic Control (TTC) Zone Devices) of Part 6 of the Standard Specifications, as follows:

#### 601-3.6.2. a) Temporary Guide Markers

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

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

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

#### 601-3.6.2. b) Portable Delineators

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

#### 601-3.6.2. c) Fluorescent Traffic Cones

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

#### 601-5.2 Lane Widths

The first sentence of the first paragraph of Section 601-5.2 (Lane Widths) shall not be incorporated and shall instead be replaced with the following:

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

### 601-5.3 Clearances

Subsection a) of Section 601-5.3 (Clearances) shall not be incorporated and shall instead be replaced with the following:

a) Two feet (600 mm) from the face of any curb, pole, barricade, delineator, or other vertical obstructions including, but not limited to, longitudinal curbs, guardrails, or temporary traffic barriers.

## **SPECIAL PROVISIONS**

### **900 RESPONSIBILITIES OF THE CONTRACTOR**

#### **900-1 SCOPE OF WORK**

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

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

**The Project includes, without limitations, furnishing all necessary labor, materials, equipment, and other incidental and appurtenant Work necessary for the demolition and hauling of the existing restroom building, existing concrete, asphalt, dirt, roots, grass, and hazardous waste as necessary, installation of new utilities, preparation of building pad, and grading as necessary for the installation of a new prefabricated restroom building.**

#### **900-2 LOCATION OF WORK**

The Work to be constructed is within the City of Agoura Hills, California, and the location is as follows: Chumash Park, 5550 Medea Valley Dr, Agoura Hills, CA 91301.

#### **900-3 TIME OF COMPLETION AND START OF WORK**

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

#### **900-4 EMERGENCY INFORMATION**

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

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

## **900-5 PROTECTION OF SURVEY MONUMENTS**

The Contractor shall protect existing survey monuments and ties, if any exist within the work limits, during the entire project. In the event a surveyed monument lies within the project area, the Contractor shall tie out, reset, and file corner records per the LA County Surveyor's office requirements for re-establishing survey monuments.

## **900-6 SUBMITTALS**

### **A. General**

Whenever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, bonds or similar items required to be submitted to the City of the Engineer under the terms of the contract.

The Contractor shall submit two (2) copies of each submittal and allow at least ten (10) working days for review by the City.

### **B. Submittals Prior to Preconstruction Meeting**

The Contractor shall provide the following submittals prior to the preconstruction meeting:

1. Insurance, Bonds and Agreement
2. Project Schedule, work sequence, and when property and businesses owners will be affected by the proposed construction
3. Emergency Contact List
4. List of Subcontractors
5. Public Notices

### **C. Submittals Prior to Start of Construction**

The Contractor shall provide the following submittals prior to start of construction:

1. List of existing survey monuments/ties to be protected or re-set (if any)
2. Concrete Mix data
3. Truncated Domes brand and specifications.
4. AC Asphalt Mix Data
5. Name of approved hauler for recycling materials during the project's construction
6. Submittal of workplan that describes including but not limited to contractor means and method for sequencing the work. The workplan shall include:
  - a. Work Sequence
    - i. Demolition of existing structure and pavement
    - ii. Haul away of materials
    - iii. Preparation of earthwork
    - iv. Third party coordination
    - v. Trenching and installation of utilities
    - vi. Preparation of subgrade
    - vii. Coordination and installation of restroom building

- viii. Final utility connections
- ix. Restoration and reconstruction of surrounding pavement and appurtenances
- x. Testing and commissioning of restroom building
- b. List of Equipment and Labor
- c. Proposed Haul Route for Materials and Debris

D. Engineer's Review.

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

### **900-7 PROJECT MEETINGS**

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

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

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

### **900-8 COORDINATION**

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

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

- (1) Verify that subcontractors have obtained permits for inspections;

- (2) Review all subcontractor shop drawings, product data, and sample submittals for compliance with Contract Documents prior to submittal to the Engineer for general review for compliance with design intent;
- (3) Maintain onsite documentation and keep current record drawing set at Project site; and
- (4) Verify that specified cleaning is done during progress of Work and at completion of each subcontract.
- (5) Verify that all sub-contractors have the appropriate license(s) to complete the portion of their work.
- (6) Verify that all sub-contractors have a valid registration with the Department of Industrial Relations (DIR).

## **900-9 INVESTIGATION OF SITE CONDITIONS**

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work, measurements and as to the actual conditions of and at the site of the work. If, during the course of his examination, a bidder finds facts or conditions which appear to him to conflict with the contract documents, he shall submit a letter to the Engineer requesting information and an explanation before submitting his bid. If the bidder chooses not to visit the site or conduct investigations, the bidder will, nevertheless, be charged with the knowledge of conditions, which reasonable inspection and investigation would have disclosed.

The submission of a proposal by the contractor shall constitute the acknowledgment that, if awarded the contract, he has relied and is relying on his own examination of (a) the site of the work, (b) the access to the site, (c) the slope and alignment of each street in the project area, and (d) all other data, matters, and things requisite to the fulfillment of the work and on his own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Owner. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

## **900-10 SUGGESTIONS TO CONTRACTOR**

Any plan or method of work suggested by the City, Agent, or Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the City, Agent, and Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work. Contractor's workplan shall include all "long lead time" items

## **SECTION 1: MOBILIZATION**

Bid Item No. 1 – Mobilization

### GENERAL

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

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

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

### Execution

Contractor is responsible for securing a project mobilization/staging area. Contractor shall provide Engineer with plan for utilization of mobilization/staging at time of submittal of project schedule, including any additional traffic signage and fencing details, and site access and safety considerations.

### Staging Areas

Contractor is advised of the necessity to restrict his/her activities only to those staging areas and work areas shown on the Plans, or proposed by Contractor, unless otherwise authorized by Engineer. Contractor is to make arrangements for staging on adjacent private property, as required. All disturbed and damaged areas must be repaired by Contractor.

### Clearing and Grubbing

This work item is for the clearing and removal of vegetation and incidental debris (rubble, garbage, etc.) necessary for site preparation. All debris shall be disposed of properly at approved landfill or other approved facility. The work includes the removal of several small trees.

Contractor is to verify trees to be removed, and tag trees for approval by Engineer. All necessary pruning and tree removal shall be done in a professional manner. Pruning on trees that are to remain shall be done with care to avoid damage to the tree. Contractor is responsible for disposal of all trees including tree trimming.

Contractor shall inspect the site and be familiar with the requirements and growth habits of existing plant material to be trimmed or removed. Contractor shall provide and maintain all equipment necessary to properly complete the pruning or tree removal work. For reconstructed slopes, tree removal includes the root-wad. Equipment shall be safe and efficient, and all cutting blades shall be kept clean and properly sharpened to avoid spread of disease. All equipment shall be equipped with required safety devices. Engineer shall be notified 48-hours prior to tree removal.

Tree pruning shall be done using accepted practices and trees shall not be "headed" or "hedged" which alters the natural form of the tree. Where possible, remove branches at the main trunk beyond branch bark ridges. Stub cuts are not acceptable. When pruning, make sure that pruning cuts are balanced so that the stability of the tree is not jeopardized. Minimize all pruning cuts to avoid unnecessary damage to vegetation.

### Access and Maintaining Access

No area within the contract limits is available for the exclusive use of Contractor. Use of Contractor's work areas and any mobilization areas shall be at Contractor's own risk, and the



property owner shall not be held liable for any damage or loss of materials or equipment located within such areas.

Contractor shall take care to minimize pavement damage. Construction entrances and new temporary access roads and storage areas including fencing shall be constructed as necessary. New access roads, storage areas, fencing and construction entrances shall only be permitted in locations shown on the Plans, or as approved by Engineer.

#### Avoidance of Sensitive Areas

Contractor shall mark the boundaries of the designated work areas with a fixed and continuous temporary barrier consisting of silt/bio fencing or other material as approved by Engineer that will prevent disturbance by Contractor's equipment and activities outside of work areas. The temporary barrier shall remain in place for the duration of the project, to avoid creek disturbance and intrusion into private property outside of work zones, beyond the limit of work.

All banks adjacent to work areas shown on the Plans shall be protected from erosion to assure that any earthwork or site grading minimizes disturbance to the creek area. Silt fences and/or other erosion control measures shall be used at strategic points at all times to assure that the creek is not impacted by construction activities.

Contractor shall conform to the protocols established in this document to ensure the avoidance of disturbance to endangered species that may inhabit the job site. These protocols shall be observed and coordinated with Engineer with appropriate procedures submitted prior to creek work.

#### Construction Area Signs

Construction area signs shall be furnished, installed, maintained, and removed when no longer required.

Two (2) project signs with a minimum dimension of 3 ft x 4 ft x 1/2-inch plywood and bolted to two 4 in x 4 in posts shall be furnished by the City and installed by Contractor at the site. Letter and numbers shall be black on a white background. The sign information shall be as shown below:

- 1) DO NOT DISTURB
- 2) CHUMASH PARK ADA IMPROVEMENTS PROJECT
- 3) MEASURE A

The sign shall be posted adjacent to work area. All costs involved shall be considered as included in the prices paid for mobilization items of work and no additional payment will be made therefore.

Any construction area traffic control signs will be installed prior to start of construction and maintained in place for the duration of the project by Contractor. Signs shall be repaired or replaced at no cost, if damaged or stolen. Contractor shall remove the signs and posts at the completion of the project and with prior approval of Engineer.

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

### MEASUREMENT AND PAYMENT

MOBILIZATION will be measured lump sum, as determined by adherence to all items shown on the Plans, details in these Special Provisions, and direction from the City of Agoura Hills and the Engineer.

Payment for mobilization will be made at the lump sum contract price bid for MOBILIZATION, as set forth on the BID SCHEDULE. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing, maintaining, removing and disposing of the temporary barriers, erosion control features, signs, as well as constructing any necessary access road, and for avoidance of sensitive species, as shown on the Plans, as specified herein and in the Standard Specifications, as required by the permits, and as directed by the Engineer.

### **SECTION 2: EROSION (WATER POLLUTION) CONTROL**

Bid Item No. 2B- Erosion (Water Pollution) Control

#### GENERAL

The work shall consist of performing all work indicated on Sheet 4 of the Contract Document Plans. This will include implementation of the approved erosion control plan and all labor, materials, equipment, and incidentals for completing all work for monitoring, inspecting, correcting, updating and maintaining the temporary erosion control devices, temporary best management practices (BMP's), and proper disposal and for obtaining required permits and associated fees, including all labor, materials, equipment, and incidentals, and for completing all work involved in the implementation of the approved plan and meeting requirements of the City of Agoura Hills regarding storm water pollution control, in accordance with the plans and special provisions to the satisfaction of the Engineer. All BMP's shall comply with the California Stormwater Quality Association (CASQA) BMP Handbook, current edition.

For Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for the implementation of the Erosion and Sediment Control Plan in accordance with the City's Municipal Code and State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004) and any amendment to or renewal thereof.

Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and any relevant enforcement entity.

#### MEASUREMENT AND PAYMENT

Measurement and payment for EROSION CONTROL will be made as a Lump Sum (LS), as determined by adherence to all items shown on the Plans, details in these Special Provisions, and direction from the City of Agoura Hills and the Engineer.

Payment for erosion control will be made at the lump sum contract price bid for EROSION CONTROL, as set forth on the BID SCHEDULE. The contract price shall include full compensation for furnishing all labor, materials, and equipment, traffic control, tools, proper disposal, and doing all work involved in implementing the Stormwater Pollution Control work according to the Best Management Practices Handbooks, California Storm Water Quality Task Force, Sacramento, California latest edition.

### **SECTION 3: REMOVAL AND DISPOSAL OF MATERIALS**

Bid Items No. 3 to 9 and 23 to 24– Removal and Disposal of Materials

#### GENERAL

The scope of work for these bid items (Bid Items 3 to 9 and 23 to 24) shall include all labor, materials, equipment, incidentals, and for completing all work involved for removing and proper disposal of all natural and artificial objectionable materials from within the right-of-way in construction areas/roads and as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

The Contractor shall accept or confirm existing topographic information, shall review the site and make his own interpretations and conclusions with respect thereto, and shall perform an independent earthwork estimate on which to base the bid.

The Contractor shall perform demolition work in accordance with SSPWC Section 401 "Removal", 402 "Utilities", and these Special Provisions and as noted on the Construction Plans.

This includes the removal of all objectionable material and objects from within the existing right-of-way lines, and/or match lines outside the right-of-way as shown on the plans and proper disposal of said material off the job site and at a location acceptable to the Engineer.

Prior to commencing grading operations, soil containing debris, organics, pavement, or other unsuitable materials, shall be stripped from the proposed pavement areas. Demolition areas shall be cleared of soil disturbed during the demolition process. Depressions or disturbed areas left from the removal of such material shall be replaced with compacted fill.

Existing structures to remain in service shall be protected and preserved and lowered or raised to finish grade and restored to service upon completion of the work. Objectionable material shall include any excess excavation not required to make finish subgrade.

Excess material shall become the property of the Contractor.

All removals from within right-of-way and required protection of facilities are included in this item regardless of method of relocations, disposal, etc.

Miscellaneous work and materials shall be considered incidental to this bid item and no additional payment shall be made therefor.

Provide services for effective air and water pollution controls as required by City regulations.

Fill material, if used from the site, shall be native material and shall be free of deleterious, organic, and hazardous materials, unsuitable debris, and shall not contain oversize materials greater than 4- inches in maximum dimension.

The Contractor shall also protect plant life that is to remain. Benchmarks, existing structures, sidewalks, paving, and curbs not shown to be removed shall be protected from excavation equipment and vehicular traffic. Any damage to objects scheduled to remain shall be replaced by the Contractor at no additional cost to the City.

The Contractor shall clean existing AC pavement and apply crack seal and slurry seal.

Contractor shall uniformly grade all areas to a smooth surface, free from irregular surface changes. The Contractor shall comply with compaction requirements and grade to the cross sections, lines, and elevations indicated on the Plans.

If during the progress of Work tests indicate that compacted materials do not meet specified requirements, the Contractor will remove defective work, replace, and retest at no additional cost to the Owner.

Newly graded areas are to be protected from traffic and erosion. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, the Contractor shall scarify the surface, re-shape, and compact to required density prior to further construction at no additional cost to the City.

Materials shall be in accordance with SSPWC Section 300-2 "Unclassified Excavation", Section 300-4 "Unclassified Fill", Section 300-5 "Borrow Excavation", Section 301 "Subgrade Preparation, Treated Materials, and Placement of Base Materials", and Section 306 "Open Trench Conduit Construction" of the Standard Specifications and these Special Provisions and as noted on the Construction Plans.

Tree roots encountered in the excavation, grading, and compaction shall be cut and removed. Tree roots over 2" in diameter encountered shall be brought to the attention of the Engineer prior to cutting and removal. Existing improvements to remain shall be protected in place. Any damage to facilities that are to remain in place shall be replaced at the Contractor's expense. Contractor shall be responsible for health and wellbeing of any tree pruned during construction.

Waste materials generated by the grading operation shall be considered the property of the Contractor and shall be properly disposed of at the Contractor's expense.

Perform saw cutting operations to neat, straight lines to the limits designated on the Plans. Where shown on the Plans, sawcut edges shall be made with smooth radius cuts. Saw cutting operations shall comply with Section 401 "Removal" of the SSPWC.

All existing pavement or hardscape that is to be joined by new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid damage to the existing improvement to be protected in-place. Any damage done by the Contractor and/or his equipment shall be repaired or replaced as called out in SSPWC Section 400 "Protection and Restoration" at the Contractor's expense.

The Contractor shall conduct demolition operations and debris removal and proper disposal to ensure minimum interference with roads, streets, sidewalks, bike paths, and other adjacent occupied or used facilities.

The Contractor shall ensure that all existing utilities remain in service and shall protect them against damage during demolition operations. The Contractor shall provide barricades, coverings, or other types of protection to prevent damage to existing improvements indicated to remain in place. Reinforcing or other steel may be encountered in portions of concrete to be removed. No additional compensation shall be allowed for the removal of concrete containing reinforcing or other steel.

#### HAZARDOUS MATERIAL REMOVAL

The Contractor shall perform the removal of hazardous substances in accordance with California Code of Regulations Titles 8, 22, and 23. The Contractor must be knowledgeable of proper handling and emergency procedures for Hazardous Waste as demonstrated by submitting a current training certificate to the City for acceptance which indicates completion of training required under CCR Title 22, Division 4.5, Chapter 15, Section 66265.16. The Contractor must provide certifications and licenses for Hazardous Substance Removal as required in the California Business and Professions Code. The Contractor must submit the Contaminated Substances and Hazardous Substances Disposal Plan (Disposal Plan) to LACMTA for review and acceptance within thirty (30) Calendar Days of NTP. The plan must describe procedures for identifying, segregating, sampling, analyzing, measuring, transporting, and disposing of Contaminated Substances and Hazardous Substances, and/or Waste generated during Work. The Contractor must submit disposal copies of all bills of lading and Non-hazardous and Hazardous Waste Manifests documenting Project waste transport and disposal within twenty-four (24) hours of receipt by treatment or disposal facility. The Contractor must obtain all required authorizations, perform all required notifications, and perform/implement Work associated with Contaminated Substances and/or Hazardous Substances in accordance with other local Government Entity having jurisdiction (e.g., SCAQMD, local municipal codes, Caltrans, County Department of Public Health [CDPH], Oversight Agency, etc.). The Contractor must ensure that its employees are not occupationally exposed to lead or other hazards during the construction activities, including demolition, excavation, and grading. Excavation and disposal of Contaminated Substances and Hazardous Substances must comply with all applicable rules and regulations. The Contractor is solely responsible for becoming familiar with all requirements of this Section and of the requirements of all Government Entities. The Contractor is solely responsible for all fines that are realized as a direct result of the Contractor's failure to perform in accordance with this Contract and Government Entities. The Contractor will bear all costs, both direct and indirect, that are a result of the Contractor's failure to conform to these requirements. The Contractor shall refer to Appendix D for the Hazardous Materials Report for additional information.

#### MEASUREMENT AND PAYMENT

The Contractor shall be responsible for all labor, materials, tools, equipment and incidentals to perform all excavation, fill areas, export, site grading to subgrade and finish grade elevations including subgrade preparation and compaction, proper disposal of waste material, and

transportation, excavation safety and to protect adjacent structures, coordination with utility companies for utility work (by others) and protection of utilities from damage as shown on the plans, as specified in the SSPWC and these special provisions, and as directed by the Engineer and shall be considered as included in all contract price bid items and no additional compensation shall be allowed therefore.

Measurement and payment for REMOVE BUILDING IN ITS ENTIRETY will be made as a Lump Sum (LS) item. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE BUILDING IN ITS ENTIRETY as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE HAZARDOUS MATERIAL will be made as a Lump Sum (LS) item. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE HAZARDOUS MATERIALS as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE TRASH RECEPTACLE, shall be based on the bid price for Each (EA) item. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE TRASH RECEPTACLE as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE SIGN AND FOUNDATION, shall be based on the bid price for Each (EA) item. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE SIGN AND FOUNDATION as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE WATER METER shall be based on the bid price of Each (EA) item. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE WATER METER as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE IRRIGATION METER shall be based on the bid price of Each (EA) item. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE IRRIGATION METER as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE ICV shall be based on the bid price of Each (EA) item. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE ICV as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE WATER PIPE, shall be based on the bid price of Linear Feet (LF). Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work

involved to accomplish REMOVE WATER PIPE as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

Measurement and payment for REMOVE ELECTRICAL CONDUIT, shall be based on the bid price of Linear Feet (LF). Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish REMOVE ELECTRICAL CONDUIT as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

#### **SECTION 4: ABANDONMENT OF EXISTING SEWER PIPE**

Bid Item No. 10 – Abandon Sewer Pipe

##### GENERAL

The Contractor shall abandon existing utilities conforming to Section 306-3.3 of the Standard Specifications for Public Works Construction (SSPWC Greenbook), latest edition. When a sanitary sewer or storm drain is to be abandoned within specified limits, all piping, and appurtenances within said limits shall also be abandoned. Sewer lines shall be capped and securely sealed with slurry per SPPWC or approved equivalent. Water lines shall be cut and capped per SPPWC or approved equivalent.

##### MEASUREMENT AND PAYMENT

Measurement and payment for ABANDON SEWER PIPE, shall be based on the bid price of Lump Sum (LS). Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, proper disposal, and incidentals and for doing all the work involved to accomplish ABANDON SEWER PIPE as shown on the Plans, as specified in the SSPWC, and these Special Provisions, and as directed by the Engineer.

#### **SECTION 5: UTILITIES**

Bid Items NO. 11 TO 21 – Installing Utilities

##### GENERAL

Utility material shall be as the following for water and sewer utilities. Contractor shall coordinate with the Public Restroom Company (PRC) for the installation of utilities and the prefab restroom building. Coordination shall include third-party utilities for the installation of meters and other third-party appurtenances. Contractor shall ensure all utilities are established and functioning prior to close of construction.

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
  - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness, unless otherwise indicated.
    - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
    - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
  - 2. AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- F. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- G. Solvent Cements for Joining Plastic Piping:
  - 1. ABS Piping: ASTM D 2235.
  - 2. CPVC Piping: ASTM F 493.
  - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
  - 4. PVC to ABS Piping Transition: ASTM D 3138.
- H. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.
- I. Transition Fittings, General: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
- J. Transition Couplings NPS 1-1/2 (DN 40) and Smaller:
  - 1. Underground Piping: Manufactured piping coupling or specified piping system fitting.
  - 2. Aboveground Piping: Specified piping system fitting.
- K. AWWA Transition Couplings NPS 2 (DN 50) and Larger:
  - 1. Description: AWWA C219, metal sleeve-type coupling for underground pressure piping.
- L. Plastic-to-Metal Transition Fittings:
  - 1. Description: CPVC and PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint [or threaded] end.
- M. Plastic-to-Metal Transition Unions:
  - 1. Description: MSS SP-107, CPVC and PVC four-part union. Include brass or stainless-steel threaded end, solvent-cement-joint or threaded plastic end, rubber O-ring, and union nut.
- N. Flexible Transition Couplings for Underground Nonpressure Drainage Piping:
  - 1. Description: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.



- O. Dielectric Fittings, General: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.
- P. Dielectric Unions:
  - 1. Description: Factory fabricated, union, NPS 2 (DN 50) and smaller.
    - a. Pressure Rating: [150 psig (1035 kPa) minimum] [250 psig (1725 kPa)] at 180 deg F (82 deg C).
    - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded ferrous.
- Q. Dielectric Flanges:
  - 1. Description: Factory-fabricated, bolted, companion-flange assembly, NPS 2-1/2 to NPS 4 (DN 65 to DN 100) and larger.
    - a. Pressure Rating: [150 psig (1035 kPa) minimum] [175 psig (1200 kPa) minimum] [300 psig (2070 kPa)].
    - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- R. Dielectric-Flange Kits:
  - 1. Description: Nonconducting materials for field assembly of companion flanges, NPS 2-1/2 (DN 65) and larger.
    - a. Pressure Rating: [150 psig (1035 kPa) minimum]
    - b. Gasket: Neoprene or phenolic.
    - c. Bolt Sleeves: Phenolic or polyethylene.
    - d. Washers: Phenolic with steel backing washers.
- S. Dielectric Couplings:
  - 1. Description: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, NPS 3 (DN 80) and smaller.
    - a. Pressure Rating: 300 psig (2070 kPa) at 225 deg F (107 deg C).
    - b. End Connections: Threaded.
- T. Dielectric Nipples:
  - 1. Description: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining.
    - a. Pressure Rating: [300 psig (2070 kPa) at 225 deg F (107 deg C)].
    - b. End Connections: Threaded or grooved.
- U. Molded PVC Sleeves: Permanent, with nailing flange for attaching to wooden forms.
- V. PVC Pipe Sleeves: ASTM D 1785, Schedule 40.
- W. Molded PE Sleeves: Reusable, PE, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

- X. General: Products specified are for applications referenced in other utilities Sections. If more than single type is specified for listed applications, selection is Installer's option.
- Y. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or stamped.
  - 1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
  - 2. Location: Accessible and visible.
- Z. Snap-on Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid, snap-on type. Include color-coding according to ASME A13.1, unless otherwise indicated.
- AA. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive-vinyl type with permanent adhesive.
- BB. Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): Full-band pipe markers, extending 360 degrees around pipe at each location.
- CC. Pipes with OD, Including Insulation, 6 Inches (150 mm) and Larger: Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.
- DD. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.
  - 1. Arrows: Either integrally with piping system service lettering to accommodate both directions of flow, or as separate unit on each pipe marker to indicate direction of flow.
- EE. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least 3 mils (0.08 mm) thick.
  - 1. Width: 1-1/2 inches (40 mm) on pipes with OD, including insulation, less than 6 inches (150 mm); 2-1/2 inches (65 mm) for larger pipes.
  - 2. Color: Comply with ASME A13.1, unless otherwise indicated.
- FF. Valve Tags: Stamped or engraved with 1/4-inch (6.4-mm) letters for piping system abbreviation and 1/2-inch (13-mm) sequenced numbers. Include 5/32-inch (4-mm) hole for fastener.
  - 1. Material: 0.032-inch- (0.8-mm-) thick, polished brass.
  - 2. Material: 0.0375-inch- (1-mm-) thick stainless steel.
  - 3. Material: 3/32-inch- (2.4-mm-) thick plastic laminate with 2 black surfaces and a white inner layer.
  - 4. Material: Valve manufacturer's standard solid plastic.
  - 5. Size: 1-1/2 inches (40 mm) in diameter, unless otherwise indicated.
  - 6. Shape: As indicated for each piping system.
- GG. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.

HH. Engraved Plastic-Laminate Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.

1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification.
2. Thickness: 1/16 inch (1.6 mm), unless otherwise indicated.
3. Thickness: 1/16 inch (1.6 mm), for units up to 20 sq. in. (130 sq. cm) or 8 inches (200 mm) in length, and 1/8 inch (3 mm) for larger units.
4. Fasteners: Self-tapping, stainless-steel screws or contact-type permanent adhesive.

II. Plastic Equipment Markers: Manufacturer's standard laminated plastic, in the following color codes:

1. Green: Cooling equipment and components.
2. Yellow: Heating equipment and components.
3. Brown: Energy reclamation equipment and components.
4. Blue: Equipment and components that do not meet criteria above.
5. Hazardous Equipment: Use colors and designs recommended by ASME A13.1.
6. Terminology: Match schedules as closely as possible. Include the following:
  - a. Name and plan number.
  - b. Equipment service.
  - c. Design capacity.
  - d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.
7. Size: 2-1/2 by 4 inches (65 by 100 mm) for control devices, dampers, and valves; 4-1/2 by 6 inches (115 by 150 mm) for equipment.

JJ. Plasticized Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with mat finish suitable for writing.

1. Size: 3-1/4 by 5-5/8 inches (83 by 143 mm).
2. Fasteners: Brass grommets and wire.
3. Nomenclature: Large-size primary caption such as DANGER, CAUTION, or DO NOT OPERATE.

Lettering and Graphics: Coordinate names, abbreviations, and other designations used in piped utility identification with corresponding designations indicated. Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of piped utility systems and equipment.

4. Multiple Systems: Identify individual system number and service if multiple systems of same name are indicated.

Contractor shall perform utility installation per the following:

- KK. Install piping according to the following requirements and utilities Sections specifying piping systems.
- LL. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.
- MM. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- NN. Install piping to permit valve servicing.
- OO. Install piping at indicated slopes.
- PP. Install piping free of sags and bends.
- QQ. Install fittings for changes in direction and branch connections.
- RR. Select system components with pressure rating equal to or greater than system operating pressure.
- SS. Verify final equipment locations for roughing-in.
- TT. All horizontal directional drilled (hdd) conduits shall adhere to SCE underground structures standards (ugs) standard cd 125.

#### MEASUREMENT AND PAYMENT

Measurement and payment for BID ITEMS 11 TO 19 shall be made at the contract unit price bid per Linear Feet (LF) or Each (EA) item depending on utility type and shall include all labor, materials, equipment, removal and disposal of excess materials, water and all incidentals required to complete the item to the satisfaction of the City Engineer.

### **SECTION 6: ADJUST TO GRADE UTILITY STRUCTURES**

Bid Items NO. 22 TO 23 – Adjust to Grade Utility Structures

#### GENERAL

The Contractor shall adjust boxes, lids and covers to grade. The work shall include protection, removal or lowering during demolition and preparation, setting the structure to grade, and forming pavement or other constructed work around the structure. The work may include replacement with a new structure or cover to be provided by others. The finished adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated with the appropriate utility agency. If a lid or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency.

#### MEASUREMENT AND PAYMENT

Measurement and payment for BID ITEMS 20 TO 21 shall be made on the price bid for Each (EA) item, and shall include full compensation for all labor, materials, tools, equipment and other incidentals necessary to adjust the meter and cleanout covers to grade to the satisfaction of the City Engineer.

## **SECTION 7: SITE FINISHING**

Bid Items NO. 24 – Site Finishing

### GENERAL

Work site maintenance shall conform to Section 7-8 of the Standard Specifications. Contractor shall maintain throughout all phases of construction the site clean and upon final inspection and acceptance of work.

During the progress of the work, the contractor shall keep the premises occupied by him in a neat, orderly and sanitary condition. Contractor shall properly dispose of refuse as often as directed, or as may be necessary so that at no time shall there be any accumulation of rubbish, excavated material or equipment that will interfere with convenience or operation of materials so as to provide the minimum obstruction to traffic at all times.

### MEASUREMENT AND PAYMENT

Measurement and payment will be made at the unit price bid per lump sum (LS) and shall include full compensation for all labor, materials, and equipment, traffic control, tools, proper disposal, and doing all work involved in implementing the site clean.

## **SECTION 8: INSTALL SIGN**

Bid Item No. 27 – Install Sign

### GENERAL

Contractor shall coordinate with City for final location and type. Contractor shall coordinate with manufacturer for all necessary components and installation requirements.

### MEASUREMENT AND PAYMENT

Measurement and payment for INSTALL SIGN shall be made on the price bid for Each (EA) item, and shall include full compensation for all labor, materials, tools, equipment and other incidentals necessary to the satisfaction of the City Engineer.

## **SECTION 9: INSTALL TRASH RECEPTACLE**

Bid Item No. 28 – Install Trash Receptacle

### GENERAL

Contractor shall coordinate with City for final location and type. Contractor shall coordinate with manufacturer for all necessary components and installation requirements.

### MEASUREMENT AND PAYMENT

Measurement and payment for INSTALL TRASH RECEPTACLE shall be made on the price bid for Each (EA) item, and shall include full compensation for all labor, materials, tools, equipment and other incidentals necessary to the satisfaction of the City Engineer.

**CITY OF AGOURA HILLS**

APPENDICES

APPENDIX A

CONSTRUCTION PLANS

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LIST OF CITY-APPROVED HAULERS

APPENDIX C

HAZARDOUS MATERIALS

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**CONSTRUCTION PLANS**

**APPENDIX B**

**LIST OF CITY-APPROVED HAULERS**



# APPENDIX B

## City of Agoura Hills Permitted Waste Haulers 2024

### Residential Franchises

#### Waste Management (WM)

195 W. Los Angeles Ave.  
Simi Valley, CA 93065  
Michael Smith/Marilyn Gallagher  
805-955-4342 Fax 805-955-4363

### Commercial/Roll-Off/Rent-a-Bin Collectors

<p><b>Americas Bin Company - RO Only</b> 8832 Bradley Ave. Sun Valley, CA 91352 Jameice Lopez 818-641-1300/Fax 818-900-2324</p> <p><b>American Reclamation *</b> 4560 Doran St. Los Angeles, CA 90039 Kyle Bogosian (888) 999-9330</p> <p><b>Athens Services - RO/C&amp;D Only</b> PO Box 90006 City of Industry, CA 91746 Gary Clifford 888-336-6100</p> <p><b>Cordova Construction - RO/C&amp;D Only</b> 12506 Montague St. Pacoima, CA 91746 Jasmine Tate 818-896-0504</p> <p><b>EJ Harrisons &amp; Sons Inc. RO/C&amp;D Only</b> 5275 Colt St Ventura, CA 93003 Daniel Harrison 805-647-1414; Fax 805-659-9656 customerservice@ejharrison.com</p> <p><b>Interior Removal Specialist – RO/C&amp;D Only</b> 8990 Atlantic Ave South Gate, CA 90280 Carlos Herrera/Stephanie Garcia/Richard Ludt 323-357-6900/Fax 323-357-9400</p> <p><b>J&amp;L Hauling and Disposal Inc. – RO/C&amp;D Only</b> P.O. Box 3035 Chatsworth, CA 91313 Noe Lopez 818-470-9356</p>	<p><b>J&amp;L Hauling and Disposal Inc. – RO/C&amp;D Only</b> P.O. Box 3035 Chatsworth, CA 91313 Noe Lopez 818-470-9356</p> <p><b>Metropolis Disposal Inc – RO/C&amp;D Only</b> 7740 Burnet Ave Van Nuys, CA 91405 Tina Eiseman 818-901-2020 Fax 818-778-1895</p> <p><b>Rock &amp; Roll Off - C&amp;D Only</b> PO Box 144 Agoura Hills, CA 91376 Raquel Sperling 310-344-6604</p> <p><b>Take 2 Services Inc *</b> PO Box 6234 Thousand Oaks, CA 91359 Karen Sandvig 844-888-2532; 818-622-8774</p> <p><b>Universal Waste System Inc. *</b> P.O. Box 3038 Whittier, CA 90605 Michelle Newsham/Mark Blackburn 562-205-4970 Fax 562-205-9237</p> <p><b>Waste Management (WM) *</b> 195 W. Los Angeles Ave. Simi Valley, CA 93065 Denise Kane 805-522-9400; Fax 805-522-9279</p> <p><b>365 Disposal &amp; Recycling RO Only</b> 11153 Tuxford Street Sun, Valley, CA 91352, 818-356-1732</p>
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**Legend:** \* These commercial collectors can provide business organics (food waste) collection. SB 1383 requires businesses have an organic waste recycling collection program.

**RO/C&D Only – Temporary Roll Off & Construction and Demolition Only**

**NOTE:** Roll-off & Rent-a-Bins providers are permitted to provide services in the residential area. However, regular residential trash, recycling and green waste services are NOT permitted. ONLY project type activity.

Check if Agent for Applicant

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

*I certify that I understand I must utilize use of a collector from this list for my temporary construction project roll-off and temporary bin needs. Use of other haulers is not permitted.*

**APPENDIX C**

**HAZARDOUS MATERIALS**

# APPENDIX C



700 South Victory Boulevard  
 Burbank, CA 91502  
 Tel: (714) 937-0750  
 Fax: (714) 937-0755  
 www.envirocheck.com  
 (800) 665-7586



NVLAP Lab Code: 600162-0

Inspection Date: 12/18/2023      Report Date: 12/22/2023

## Pre-Demolition Asbestos Survey

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

Job Location: 5550 Medea Valley Drive  
 Agoura Hills, CA 91301

### 1.0 Introduction/ Laboratory Summary:

This report presents the analytical results of the Pre-Demolition Asbestos Survey performed on the subject property listed above by Envirocheck, Inc. Efforts were made by the inspector to locate, identify and sample and/or presume all suspect materials during the inspection, if additional suspect asbestos materials are uncovered and/or discovered during the demolition activity, suspend all activities, secure, stabilize the area until the suspect materials are tested. Unless noted, this survey excludes sampling of the concrete slab/foundation, ceramic tile systems and masonry products.

*Please read entire report prior to initiating any action.*

The sampled materials that exceeded the EPA definition of Asbestos Containing Material (ACM) of >1% and/or the Cal-OSHA definition of Asbestos Containing Construction Material (ACCM) of >0.1% and/or found as Trace for asbestos content were:

- Roof Penetration Mastic

### Positive Results:

#	Location	Material	Notes	Total % Asbestos	Types of Asbestos Present	Friable	Condition	Sq. Ft.*
22	Exterior Roof	Roof Penetration Mastic	N/A	8%	8% Chrysotile	No	Good	~3
23	Exterior Roof	Roof Penetration Mastic	N/A	8%	8% Chrysotile	No	Good	~3
24	Exterior Roof	Roof Penetration Mastic	N/A	8%	8% Chrysotile	No	Good	~3

\*Square footage is the estimated quantity of the homogeneous material. \*\*Various sample locations combined for composite purposes. \*\*\*Not covered by NVLAP accreditation.

**Homogeneous Area(s) and Homogeneous Material(s) Surveyed and are presumed by Michael Powers, CAC# 11-4750 to be asbestos containing materials:**

(See Notice 1 below)

Homogeneous Area	Homogeneous Material	Friable	Condition	Sq. Ft.
Exterior	Roof Penetration Mastic	No	Good	3

### Negative Results:

#	Location	Material	Notes
1	Men's Restroom	Brick	N/A
2	Men's Restroom	Mortar	N/A
3	Women's Restroom	Brick	N/A
4	Women's Restroom	Mortar	N/A

5	Maintenance Closet	Brick	N/A
6	Maintenance Closet	Mortar	N/A
7	Men's Restroom	Concrete Block	N/A
8	Men's Restroom	Mortar	N/A
9	Women's Restroom	Concrete Block	N/A
10	Women's Restroom	Mortar	N/A
11	Maintenance Closet	Concrete Block	N/A
12	Maintenance Closet	Mortar	N/A
13	Exterior	Concrete	N/A
14	Exterior	Concrete	N/A
15	Exterior	Concrete	N/A
16	Men's Restroom	Leveling Compound	N/A
17	Women's Restroom	Leveling Compound	N/A
18	Maintenance Closet	Leveling Compound	N/A
19	Exterior	Caulking	N/A
20	Exterior	Caulking	N/A
21	Exterior	Caulking	N/A

## 2.0 Background, Sampling Protocol, and Test Methods

Testing by: Miguel Garcia, CSST# 19-6560

Engaged by Representative: City of Agoura Hills

Survey by: Michael Powers, CAC# 11-4750

Purpose of inspection:

Purpose of inspection was to test certain building materials that will be impacted due to planned demolition.

Structure: Public Park Restrooms

Exterior: Concrete Block, Brick

Roof: Metal

Occupied?: Yes

Exterior Condition: Good

Roof Condition: Good

Year Built: 1970's

Exterior Debris Pile(s): No

No. of Stories: 1

Debris Pile Location(s): N/A

Approx. SQ FT: 448

Debris Pile Size: N/A

Foundation: Slab

Debris Pile Contents: N/A

Air Handling: N/A

- Envirocheck personnel identified all accessible and recognizable types of suspect ACM and PACM that were anticipated to be impacted by the demolition. Suspect materials which were not anticipated to be impacted were not sampled.
- The inspector performed an inspection for suspect asbestos containing materials listed above following the provisions of 40 CFR Part 763.86.
- The inspector is Cal/OSHA certified and conformed to procedures outlined in the EPA Building Inspector Course.
- Modified AHERA (Asbestos Hazard Emergency Response Act) sampling methods and protocols were used.
- The samples were submitted to Envirocheck's in-house laboratory, located at 700 South Victory Boulevard, Burbank, CA 91502, (800) 665-7586.
- Envirocheck, Inc. NVLAP Lab Code: 600162-0.
- Each asbestos sample collected was analyzed utilizing the methods specified in EPA – Appendix E to Subpart E of 40 CFR Part 763: "Interim Method of the Determination of Asbestos in Bulk Insulation Samples" and EPA/600/R-93/116: "Method for the Determination of Asbestos in Bulk Building Materials", by a NVLAP-accredited laboratory.
- When Non-Friable Asbestos Containing Material (ACM) has suffered Damage and/or Disturbance, the Debris that is the result of the damage and/or disturbed ACM will be considered to be Friable ACM and shall be disposed of as Asbestos Containing Waste Material (ACWM).
- Asbestos testing and inspection was performed by Miguel Garcia, CSST# 19-6560, of Envirocheck, on 12/18/2023, under the direction of Michael Powers, CAC# 11-4750.

### 3.0 Applicable Actions:

- Periodic surveillance for materials found in Good Condition
- As applicable, materials found to be in Good Condition can be left and managed in place under a proper Operations and Maintenance (O & M) Plan
- Repair or removal for materials found in Damaged Condition
- Removal for materials found in Significant Damage
- Removal prior to demolition activities that may cause disturbance
- Prior to any demolition or planned disturbance of any ACM, the contractor should be furnished with a copy of this survey report

Notice 1: According to AHERA, 40 CFR, 763.87 (c)(1),(2) - (1) A homogeneous area is considered not to be Asbestos Containing Material (ACM) only when all required samples collected from a homogeneous area indicate levels below regulated limits and (2) a homogeneous area is considered ACM when at least one of the required samples collected indicates levels above regulated limits. According to AHERA, 40 CFR, 763.83 - A homogeneous area means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

**Notice 2:** Cal-OSHA (DOSH) defines asbestos containing construction materials (ACCM) as manufactured materials containing asbestos in amounts greater than 0.1% by weight. Cal-OSHA requires that contractors be registered with DOSH when disturbing ACCM. Note that if "any level" of asbestos is detected, Cal-OSHA still requires applicable worker protections, training, communication, notification and engineering controls in accordance with CCR Title 8 Section 1529, even if it is determined to be less than or equal to 0.1% asbestos by weight, however the contractor would not be required to be "registered" with DOSH if the level is at or below 0.1% asbestos by weight. The EPA defines asbestos containing materials (ACM) as materials containing asbestos in amounts greater than 1%. Polarized Light Microscopy (PLM) analysis has a limit of quantification of <1%. PLM samples determined to contain levels of less than or equal to 1% can be presumed to contain levels greater than 1% or can be submitted for 400 point count for a more accurate result (Limited to a qualified <1%). In order to determine if materials are less than or equal to 0.1%, the 1000 point count method and/or Transmission Electron Microscopy (TEM) method will be needed to determine levels with quantification limits of a minimum of 0.1% in accordance with EPA/600/R-93/116. The 400 point counting method assists in determining proper waste handling and appropriate jurisdiction of regulatory agencies (such as: EPA, NESHAP, APCD, AQMD) and cannot be used to determine DOSH registration requirements (where a combination of 1000 point counting and/or TEM analysis will be required as per EPA 600/93-R/116 Method). Request for additional types of analysis must be made by the client and additional analytical costs will apply.

Notice 3: Asbestos NESHAP Requirement to Perform Point Counting (May 8, 1991) – This applies to all regulated asbestos containing materials (RACM) as defined in 40 CFR Section 61.141.

- "First, a sample in which no asbestos is detected by polarized light microscopy (PLM) does not have to be pointed counted. However, a minimum of three slide mounts should be prepared and examined in their entirety by PLM to determine if asbestos is present. This process should be carefully documented by the laboratory."
- "Second, if the analyst detects asbestos in the sample and estimates the amount by visual estimation to be less than 10%, the owner or operator of the building may (1) elect to assume the amount be greater than 1% and treat the material as asbestos-containing material or (2) require verification of the amount by point counting." If no election is made, then the materials shall be presumed to be ACM.
- "Third, if a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used."
- It is the responsibility of the building owner, operator, and/or owner representative to determine the desired course of action and communicate the information to the relevant parties and request the laboratory to perform additional point count analysis as applicable. Point count laboratory analysis is not part of the standard procedure of PLM analysis and is considered an additional service.

**Note: Interpretations of the regulatory language regarding wall system (i.e., drywall, gypsum board, wallboard, plaster and stucco) multi-layer composite sampling vary; therefore, it is important to be familiar with the local NESHAP (South Coast AQMD) enforcement and local OSHA enforcement agencies' individual interpretations of the standards to avoid citation and fines.**

### 3.1 Removal Procedure

#### Applies when asbestos material is greater than 1%

In the United States, building materials containing more than one percent (1%) asbestos by weight are considered by the Environmental Protection Agency (EPA) to be asbestos containing materials (ACM). All asbestos containing materials (ACM) and Class II asbestos-containing materials shall be removed from a facility prior to any demolition activity, or materials to be impacted by renovation activities as promulgated by National Emissions Standards for Hazardous Air Pollutants (NESHAP). A State Licensed Asbestos Abatement Contractor must perform all work relating to the disturbance of the asbestos containing materials and must follow Cal-OSHA, NESHAP regulations and local (South Coast AQMD) rules and/or regulations as well as other applicable local regulations. Furthermore, ACM greater than 1% asbestos by weight that is removed shall be disposed of as asbestos containing hazardous waste.

**The following South Coast AQMD procedure(s) shall be used when removing or stripping ACM that is greater than 1%. This procedure recommendation is noted as a courtesy only and the ultimate procedure will be determined by the current site conditions and the selected removal technique(s) or other pertinent information. This procedure is subject to change.**

#### Procedure 3 - Adequate Wetting

Refer to the most current version of Rule 1403 for procedure descriptions. (<http://www.aqmd.gov/docs/default-source/rule-book/reg-xiv/rule-1403.pdf>, as of 10/5/2007)

#### 4.0 Asbestos-Related Terms

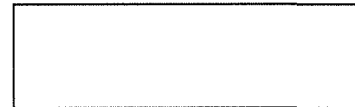
**AHERA** – Asbestos Hazard Emergency Response Act (Regulates school facilities)  
**ASHARA** – Asbestos School Hazard Reauthorization Act (Includes public and commercial buildings under AHERA regulation)  
**ACM** – Asbestos Containing Materials (Materials containing greater than one (1) percent by weight)  
**ACCM** – Asbestos Containing Construction Materials (CAL-OSHA’s term for materials containing greater than one tenth of one (0.1) percent by weight)  
**PACM** – Presumed Asbestos Containing Materials (Materials considered asbestos containing without laboratory analysis)  
**CAC** – Certified Asbestos Consultant (State of California certified individual allowed to perform all aspects of asbestos related inspection, management, planning, and design work and to direct CSST(s) and review and execute asbestos reports under state law)  
**CSST** – Certified Site Surveillance Technician (Allowed to perform all aspects of asbestos related inspection, management, and work under the direction of a CAC)  
**CAL-OSHA a.k.a. (DOSH)** Division of Occupational Safety and Health (California governing body regulating worker protection)  
**OSHA** – Occupational Health and Safety Administration  
**NIOSH** – National Institute of Occupational Safety and Health  
**EPA** – Environmental Protection Agency (Regulates environment and waste stream)  
**DOT** – Department of Transportation  
**NESHAP** – National Emissions Standards for Hazardous Air Pollutants  
**AQMD** – Air Quality Management District (Local division of NESHAP)  
**NVLAP** – National Voluntary Laboratory Accreditation Program  
**AIHA** – American Industrial Hygiene Association  
**CFR** – Code of Federal Regulations  
**CCR** – California Code of Regulations  
**PLM** – Polarized Light Microscopy (also known as “Bulk” sample)  
**PCM** – Phase Contrast Microscopy  
**TEM** – Transmission Electron Microscopy  
**APCD** – Air Pollution Control District (Local division of NESHAP)

#### 4.1 Laboratory Report Terms

**ND** – None Detected  
**A** – Area Sample (Air monitoring)  
**AA** – Area After (Clearance type sample)  
**P** – Personal Sample (Employee monitoring type sample)  
**EX** – Excursion (Employee monitoring type of sample during peak activities)  
**BK** – Blank (Used for quality assurance)  
**Trace** – Asbestos was detected in the PLM analysis, but not in the point count.  
**Negative** – No asbestos detected, however it doesn't mean that there isn't any asbestos.

#### 4.2 Laboratory Accreditation

NIST/NVLAP  
National Institute of Standards and Technology  
National Voluntary Laboratory Accreditation Program  
NVLAP Lab Code: 600162-0



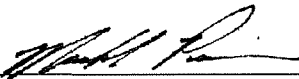
For a detailed explanation of our accreditations and quality assurance program, contact Envirocheck.

## 5.0 Limitations

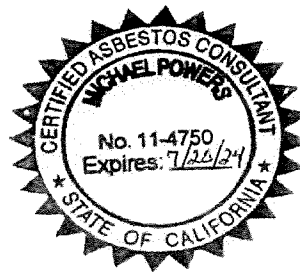
The findings set forth in this report are strictly limited to the time, date and scope of the investigation. The results presented in this report are based on the analytical testing performed by the certified laboratory. The results from the sampled locations are representative of the entire homogeneous material/areas and not just the locations sampled. According to AHERA, 40 CFR, 763.87 (c)(1),(2) - A homogeneous area is considered not to be Asbestos Containing Material (ACM) only when all required samples collected from a homogeneous area indicate levels below regulated limits and a homogeneous area is considered ACM when at least one of the required samples collected indicates levels above regulated limits. This report does not guarantee that all inaccessible, hidden, or indistinguishable materials will be identified or sampled. Samples were limited to the materials and locations listed on the chain of custody. Materials/areas that were not sampled shall be presumed to be asbestos containing until proven otherwise by appropriate sampling procedures. Square footages are estimates only and should not be used for bidding purposes.

## 6.0 Certified Asbestos Consultant Signature

Any individual performing services as an asbestos consultant or site surveillance technician as referenced and defined in section 1529(b) of Title 8 of the California Code of Regulations must be certified by the State of California, Division of Occupational Safety and Health (DOSH). Asbestos consultant shall maintain copies of AHERA training certificates for management planner, abatement project designer, abatement contractor and supervisor, and all subsequent annual refresher courses. The complete abatement project designer course certificate is only required for certifications provided after July 1, 1994. Site surveillance technician applicants shall maintain copies of AHERA training completion certificates for inspector, and abatement contractor and supervisor, and all subsequent annual refresher courses. Certificates for abatement worker and abatement project designer may be utilized in lieu of the abatement contractor and supervisor certificate. Specific qualifications are required pursuant to section 1529(o) of Title 8 of the California Code of Regulations for certification. The educational qualifications, (diploma, official transcript, or other proof), and qualifying work experience as specified in Business and Professions Code sections 7184 and 7185 have been met by the individual(s) performing asbestos related consulting activities or activities. Qualifying work experience includes technical work associated with asbestos consulting activities. Written site surveillance technician references attesting to the applicant's qualifying work experience which are certified under the penalty of perjury as required.



Michael Powers, CAC# 11-4750  
mike@envirocheck.com







700 South Victory Boulevard  
 Burbank, CA 91502  
 Tel: (714) 937-0750  
 Fax: (714) 937-0755  
 www.envirocheck.com  
 (800) 665-7586



Asbestos Laboratory Report, Page 1 of 3

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

Job Location: 5550 Medea Valley Drive  
 Agoura Hills, CA 91301

	4123120725	4123120726	4123120727	4123120728	4123120729	4123120730	4123120731	4123120732	4123120733	4123120734
Sample #	1	2	3	4	5	6	7	8	9	10
Asbestos	No	No	No	No	No	No	No	No	No	No
Total	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.

1° Type  
 2° Type  
 3° Type

Location	Men's Restroom	Men's Restroom	Women's Restroom	Women's Restroom	Maintenance Closet	Maintenance Closet	Men's Restroom	Men's Restroom	Women's Restroom	Women's Restroom
Material	Brick	Mortar	Brick	Mortar	Brick	Mortar	Concrete Block	Mortar	Concrete Block	Mortar

Notes										
Color	Brown	Gray	Brown	Gray	Brown	Gray	Gray	Gray	Gray	Gray
Homogeneous	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Components:

Non-fibrous Material	x	x	x	x	x	x	x	x	x	x
Paint	x	x	x	x	x	x	x	x	x	x
Tar										
Cellulose	<1%	<1%	<1%	<1%	<1%	<1%	<1%	<1%	<1%	<1%
Fiberglass										
Synthetic Fibers										
Other 1										
Other 2										

Comments/Method	None	None	None	None	None	None	None	None	None	None
Departures										

Received: 12/19/2023

Analyzed: 12/21/2023

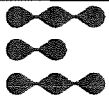
Report Date: 12/21/2023

Analyst: *Jesus Cambero*  
 Jesus Cambero

Admin QC: DR  
 Lab QC: EE

Samples were analyzed in accordance with EPA - Appendix E to Subpart E of 40 CFR Part 763: "Interim Method of the Determination of Asbestos in Bulk Insulation Samples" and EPA/600/R-93/116: "Test Method for the Determination of Asbestos in Bulk Building Materials". The limit of detection for asbestos is <1%, and the limit of quantification is 1.0% or greater. The State of California defines an asbestos-containing construction material as having more than 0.1% asbestos. All samples are disposed of after 30 days unless the customer requests otherwise. This report shall not be reproduced except in full, without the written approval of the laboratory. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government. Test results apply to the sample as received. Asbestos percentage obtained through calibrated visual estimate. Components of inhomogeneous samples not analyzed separately unless listed as a sub-sample.

\*\*Various sample locations combined for composite purposes. \*\*\*Not covered by NVLAP accreditation. Standard Deviation is ± 2.0% for mean concentrations of 2-10% asbestos and ± 3.0% for mean concentrations of >10% asbestos (1 Standard Deviation).



**ENVIRO  
CHECK**

700 South Victory Boulevard  
Burbank, CA 91502  
Tel: (714) 937-0750  
Fax: (714) 937-0755  
www.envirocheck.com  
(800) 665-7586



NVLAP Lab Code: 600162-0

Asbestos Laboratory Report, Page 2 of 3

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

Job Location: 5550 Medea Valley Drive  
Agoura Hills, CA 91301

	4123120735	4123120736	4123120737	4123120738	4123120739	4123120740	4123120741	4123120742	4123120743	4123120744
Sample #	11	12	13	14	15	16	17	18	19	20
Asbestos	No	No	No	No	No	No	No	No	No	No
Total	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.

1° Type

2° Type

3° Type

Location	Maintenance Closet	Maintenance Closet	Exterior	Exterior	Exterior	Men's Restroom	Women's Restroom	Maintenance Closet	Exterior	Exterior
Material	Concrete Block	Mortar	Concrete	Concrete	Concrete	Leveling Compound	Leveling Compound	Leveling Compound	Caulking	Caulking

Notes

Color	Gray	Gray	Gray	Gray	Gray	Gray	Gray	Yellow	Gray	Gray
Homogeneous	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

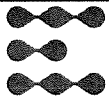
Components:

Non-fibrous Material	x	x	x	x	x	x	x	x	x	x
Paint	x	x								
Tar										
Cellulose	<1%	<1%	<1%	<1%	<1%	<1%	<1%	<1%		
Fiberglass										
Synthetic Fibers										
Other 1										
Other 2										

Comments/Method	None	None	None	None	None	None	None	None	None	None
Departures										

Samples were analyzed in accordance with EPA - Appendix E to Subpart E of 40 CFR Part 763: "Interim Method of the Determination of Asbestos in Bulk Insulation Samples" and EPA/600/R-93/116: "Test Method for the Determination of Asbestos in Bulk Building Materials". The limit of detection for asbestos is <1%, and the limit of quantification is 1.0% or greater. The State of California defines an asbestos-containing construction material as having more than 0.1% asbestos. All samples are disposed of after 30 days unless the customer requests otherwise. This report shall not be reproduced except in full, without the written approval of the laboratory. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government. Test results apply to the sample as received. Asbestos percentage obtained through calibrated visual estimate. Components of inhomogeneous samples not analyzed separately unless listed as a sub-sample.

\*\*Various sample locations combined for composite purposes. \*\*\*Not covered by NVLAP accreditation. Standard Deviation is ± 2.0% for mean concentrations of 2-10% asbestos and ± 3.0% for mean concentrations of >10% asbestos (1 Standard Deviation).



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NVLAP Lab Code: 600162-0

Asbestos Laboratory Report, Page 3 of 3

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

Job Location: 5550 Medea Valley Drive  
Agoura Hills, CA 91301

	4123120745	4123120746	4123120747	4123120748
Sample #	21	22	23	24
Asbestos	No	Yes	Yes	Yes
Total	N.D.	8%	8%	8%
1° Type		8%	8%	8%
2° Type		Chrysotile	Chrysotile	Chrysotile
3° Type				
Location	Exterior	Exterior Roof	Exterior Roof	Exterior Roof
Material	Caulking	Roof Penetration Mastic	Roof Penetration Mastic	Roof Penetration Mastic
Notes				
Color	Gray	Black	Black	Black
Homogeneous	Yes	Yes	Yes	Yes
Components:				
Non-fibrous Material	x	x	x	x
Paint				
Tar		x	x	x
Cellulose		2%	2%	2%
Fiberglass				
Synthetic Fibers				
Other 1				
Other 2				
Comments/Method Departures	None	None	None	None

Samples were analyzed in accordance with EPA - Appendix E to Subpart E of 40 CFR Part 763: "Interim Method of the Determination of Asbestos in Bulk Insulation Samples" and EPA/600/R-93/116: "Test Method for the Determination of Asbestos in Bulk Building Materials". The limit of detection for asbestos is <1%, and the limit of quantification is 1.0% or greater. The State of California defines an asbestos-containing construction material as having more than 0.1% asbestos. All samples are disposed of after 30 days unless the customer requests otherwise. This report shall not be reproduced except in full, without the written approval of the laboratory. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government. Test results apply to the sample as received. Asbestos percentage obtained through calibrated visual estimate. Components of inhomogeneous samples not analyzed separately unless listed as a sub-sample.  
 \*\*Various sample locations combined for composite purposes. \*\*\*Not covered by NVLAP accreditation. Standard Deviation is ± 2.0% for mean concentrations of 2-10% asbestos and ± 3.0% for mean concentrations of >10% asbestos (1 Standard Deviation).



# ENVIRO CHECK

700 South Victory Boulevard  
 Burbank, CA 91502  
 Tel: 800.681.7586 Fax: 714.937.8755 envirocheck.com

Client: City of Alhambra HHS - COP

Contact Name: Tamara Ferriter

Address:

City, State, Zip:

Phone:

Email:

## Chain of Custody - Asbestos & Lead

Date Sampled: 12-18-2023

Sampled By: MG

Claim/P.O. #: \_\_\_\_\_

Project Name: 5350 Weber Valley Dr.

Contact: \_\_\_\_\_

Job Address: 5350 Weber Valley Dr.

City, State, Zip: Alhambra HHS, CA 91801

Inspection:  Residential  Commercial

Type of Leak:  Fire  Water  Renovation

Possible PFC-57  YES (Consult with CACI)  NO

ID	Lab ID	Location	Material	Friable	Condition	~ Sq/FT
1	H11510715	Ment R/R	Grass	YES NO	G D SD	72S
2	744	↓	Asphalt	YES NO	G D SD	
3	744	↓	Grass	YES NO	G D SD	
4	748	↓	Asphalt	YES NO	G D SD	
5	748	↓	Grass	YES NO	G D SD	
6	740	↓	Asphalt	YES NO	G D SD	
7	741	↓	Grass	YES NO	G D SD	350
8	742	↓	Asphalt	YES NO	G D SD	
9	753	↓	Grass	YES NO	G D SD	
10	754	↓	Asphalt	YES NO	G D SD	
11	746	↓	Grass	YES NO	G D SD	
12	746	↓	Asphalt	YES NO	G D SD	
13	737	↓	Grass	YES NO	G D SD	840
14	734	↓	Asphalt	YES NO	G D SD	
15	740	↓	Grass	YES NO	G D SD	490
16	741	↓	Asphalt	YES NO	G D SD	
17	742	↓	Grass	YES NO	G D SD	
18	743	↓	Asphalt	YES NO	G D SD	
19	744	↓	Grass	YES NO	G D SD	
20	744	↓	Asphalt	YES NO	G D SD	

SF Job#: F111537

Turnaround Time (T.A.T.)

Same Day  Next Day

2 Days  3-5 Days

6-10 Days  Other: \_\_\_\_\_

### Procedure Requested

Asbestos Bulk

N71/AP-accredited:

\* EPA - Appendix E to Subpart E of 40 CFR Part 763; Interim Method of the Determination of Asbestos in Bulk

\* EPA/600/R-83/110; Method for the Determination of Asbestos in Bulk Building Materials

NOT N71/AP-accredited: Not building materials, e.g. soil, denim, dust, wool, paint, etc.

Asbestos by PCM NIOSH 7400

Asbestos by TEM Method: \_\_\_\_\_

Lead

Air  Soil  Paint  Dust

Waste Profile  Chip  Wipe

(Circle applicable) TTLC / STLC / TOLP

Please provide 1/2 lb of sample for complete waste profile

Rotameter Calibration

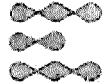
Other: \_\_\_\_\_

### Relinquish Definition Key

I = In Person

L = Laboratory Secured Drop Box

S = Ship



# ENVIRO CHECK

700 South Victory Boulevard  
Burbank, CA 91562  
Tel: 809.888.7586 Fax: 714.537.8755 envirocheck.com

## Chain of Custody - Asbestos & Lead

Date Sampled: 12-12-2023  
Sampled By: MG  
Claim/P.O. #:

Client: CITY OF AGOURA HILLS - COD Project Name: 5550 MEDVA VALLEY DR.  
Contact Name: JOHN TREICHLER Contact:  
Address: Job Address: 5550 MEDVA VALLEY DR.  
City, State, Zip: AGOURA HILLS, CA 91301  
Phone: Inspection:  Residential  Commercial  
Email: Type of Loss:  Fire  Water  Reno/Demo  
Possible PRO-57  YES (Consult with CAC)  NO

ID	Lab ID	Location	Material	Frangible	Condition	~Sq/FT
21	41183120745	EXTERIOR	C	YES NO	G D SD	5
22	746	ROOF	RPM	YES NO	G D SD	3
23	747	↓	↓	YES NO	G D SD	↓
24	749	↓	↓	YES NO	G D SD	↓
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	
				YES NO	G D SD	

SF Job#: F1145FR

Turnaround Time (T.A.T.)

Same Day  Next Day  
 2 Days  3-5 Days  
 6-10 Days  Other: \_\_\_\_\_

### Procedure Requested

**Asbestos Bulk**

NVLAP-accredited:  
• EPA - Appendix E to Subpart E of 40 CFR Part 763: Interim Method of the Determination of Asbestos in Bulk Insulation Samples  
• EPA/600/R-83/116: Method for the Determination of Asbestos in Bulk Building Materials

NOT NVLAP-accredited:  
Not building materials, e.g. soil, debris, dust wipe, paint, etc.

Asbestos by PCM  
NIOSH 7400

Asbestos by TEM  
Method: \_\_\_\_\_

**Lead**

Air  Soil  Paint  Dust  
 Chip  Wipe

Waste Profile  
(Circle applicable) TTLC / STLC / TCLP

Please provide 1/2 lb of sample for complete waste profile

Rotameter Calibration

Other: \_\_\_\_\_

**Relinquish Definition Key**

I = In Person  
L = Laboratory Secured Drop Box  
S = Ship

Samples Relinquished By				Samples Received By				
Date	Time	(Print)	(Sign)	Relinquish Type (Circle)	Date	Time	(Print)	(Sign)
12-11-23	0800	MIGUEL GARCIA		DL S	12/14/23	8:05am	Carolina Martinez	
				I L S				
				I L S				

### Field Datasheet

Client: CITY OF AGOURA HILLS - COO Job Site: 5550 MEDA VALLEY DR. DATE: 12-18-2023  
AGOURA HILLS, CA 91301 TIME: 0700  
 Inspector: MGM

Purpose of Inspec. Fire Water Reno/Demo Clearance Contam. Assess Other \_\_\_\_\_ Occupied? Yes No  
 Structure: SFH Apt. Condo Commercial School Day Care Church Other \_\_\_\_\_ Children: Yes No Unknown

Year Built: 1970s Approx. SQ. FT.: 448 No. of Stories: 1 Foundation: Raised Slab

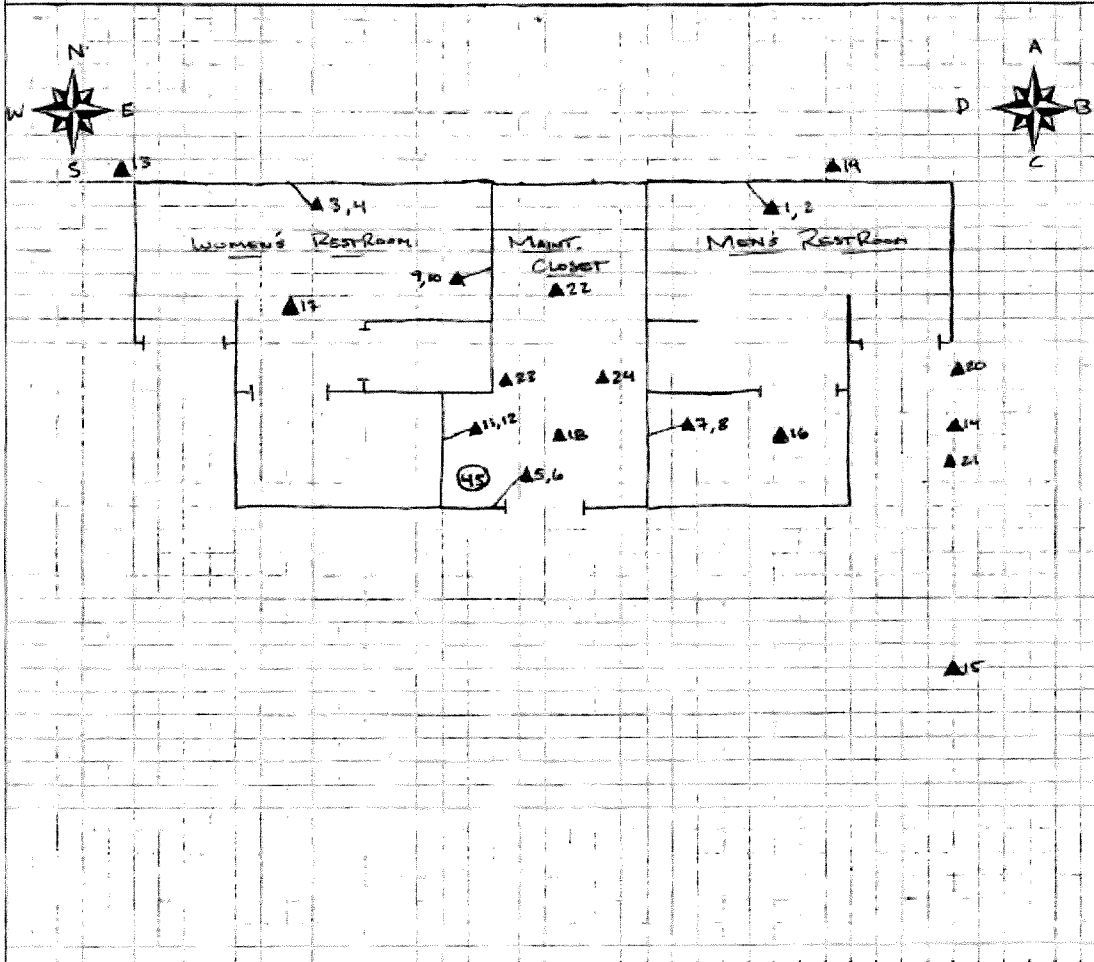
EXT: G-D SD Type: STC Metal Concrete Tilt-up Concrete Block Brick Siding Wood/Transite Other: \_\_\_\_\_

ROOF: G-D SD Type: Comp. Shingle Tile RRM Wood Shake Rock-Tar Transite Shingle Other: METAL

Exterior Debris Pile(s): Yes No (No Yes or Damage Submit Notes) Air Handling: HVAC Wall/Floor Frnce Wndw AC Other: N/A

XRF: Heuristics, Vicks, or NITON Cal Readings 1.0 1.1 1.0 End Cal Readings 0.9 1.2 1.0 AL 0.7

Diagram Legend :  $\Delta$  = Asbestos Bulk Samples  $\circ$  = Positive Lead Reading  $\square$  = Other



DEPARTMENT OF INDUSTRIAL RELATIONS

**Division of Occupational Safety and Health-Asbestos Certification**

1750 Howe Avenue, Suite 460

Sacramento, CA 95825

(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> [actu@dir.ca.gov](mailto:actu@dir.ca.gov)

906066560T

448

450.2

Envirocheck

Miguel Garcia

2211 West Oranewood Avenue

Orange CA 92868

July 31, 2023

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/ mailing information within 15 days of the change.

Sincerely,

Kevin Graulich  
Principal Safety Engineer

Attachment: Certification Card

cc: File



Renewal - Card Attached

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Occupational Safety and Health-Asbestos Certification  
1750 Howe Avenue, Suite 460  
Sacramento, CA 95825  
(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> [actu@dir.ca.gov](mailto:actu@dir.ca.gov)



104224750C

352

Envirocheck, Inc  
Michael P Powers  
2211 W Orangewood Avenue  
Orange CA 92868

May 17, 2023

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

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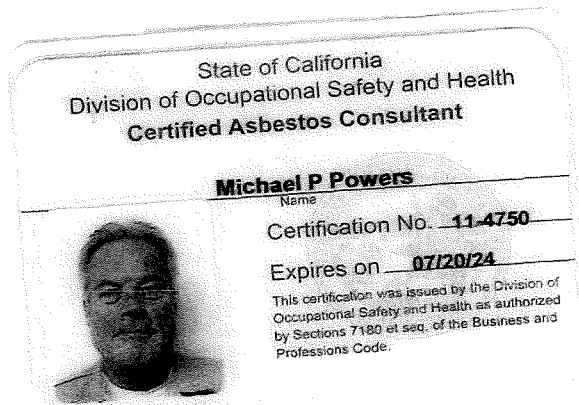
Please contact our office at the above address or email w any changes in your contact/mailling information within 15 days of the change.

Sincerely,

Kevin Graulich  
Principal Safety Engineer

Attachment: Certification Card

cc: File



Renewal - Card Attached





700 South Victory Boulevard  
Burbank, CA 91502  
Tel: (714) 937-0750  
Fax: (714) 937-0755  
www.envirocheck.com  
(800) 665-7586

## LIMITED LEAD-BASED PAINT SURVEY

Inspection Date: 12/18/2023

Report Date: 12/22/2023

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

Location: 5550 Medea Valley Drive  
Agoura Hills, CA 91301

### **1.0 Introduction**

A limited lead-based paint (LBP) inspection was conducted by Envirocheck, Inc. at the subject property located listed above. The purpose and objective of the inspection was a pre renovation survey on the selected surfaces and/or materials determined by the client as listed on the laboratory report. The scope of this limited lead-based paint (LBP) inspection included the collection of XRF readings of the selected accessible painted components on the above listed subject property as described above.

### **2.0 Sampling Methodology**

Appropriate calibration readings were obtained during the course of the inspection pursuant to the Performance Characteristic Sheet (PCS) provided by the manufacturer of the XRF Spectrum Analyzer device. The inspection was conducted by Miguel Garcia (Sampling Technician, CDPH No. LRC-00002276) [Niton XLP-305A, Serial No. 96583], under the direction of Michael Powers, a State of California Department of Public Health Certified Inspector/Risk Assessor No. LRC-00002583.

### **3.0 Overview of Historical Data**

No historical data or surveys were supplied as of the time of this inspection.

### **4.0 Conclusions**

- Lead was detected in amounts at or above the Los Angeles County action level of 0.7 mg/cm<sup>2</sup>, specifically defined as 'Dangerous levels of lead-bearing substance'; therefore all like materials/components/areas that resulted in levels above 0.7 mg/cm<sup>2</sup> are subject to Los Angeles County Rules and Regulations including, but not limited to Title 11.28 of the LA County Health and Safety Code.
- Lead was detected in amounts at or above the EPA, HUD, and CDPH level of 1.0 mg/cm<sup>2</sup>; therefore all like materials/components/areas that resulted in levels above 1.0 mg/cm<sup>2</sup> shall be considered 'Lead-Based-Paint' and are subject to Federal, State and Local regulations including, but not limited to EPA, EPA's Renovate Repair and Paint Rule (RRP), CDPH, Title 17, Title 'X', OSHA, Cal-OSHA, and et al. Employers must comply with OSHA's Lead in Construction standard (29 CFR 1926.62) involving paints having any level of lead, involving assessment measures and any applicable protections of that standard. Furthermore, all information contained within must be disclosed to tenants and prospective purchasers in accordance with federal law (24 CFR part 35 or 40 CFR part 745).

### **5.0 XRF Results**

\*\* See Appendix A

## **6.0 References**

EPA 40 CFR Part 745 [EPA-HQ-OPPT-2005-0049; FRL-8355-7] RIN 2070-AC83 Lead; Renovation, Repair, and Painting Program; "Title X" "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing," U.S. Department of Housing and Urban Development, 1997 Revision; Title 17, California Code of Regulations (CCR), Division 1, Chapter 8 "Accreditation, Certification and Work Practices in Lead-Related Construction," Final Version: Filed January 8, 1999; Title 8, California Code of Regulations (CCR), Construction Safety Orders (Cal-OSHA) Section 1532.1, Lead in Construction; Title 22, California Code of Regulations (CCR), Chapter 12, Standards Applicable to Generators of Hazardous Waste; Federal Standards 29 (CFR) Code of Federal Regulations, Part 1926, Subpart D-1926.62, Lead; Federal Standards 40 (CFR) Code of Federal Regulations, Part 745.

## 7.0 Limitations

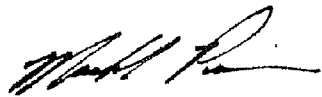
The findings set forth in this assessment are strictly limited to the time, date and scope of the evaluation and to the condition of the subject property as found at the time of the inspection. Future conditions may differ from those described herein and this report is not intended for use in future evaluations of the conditions of the subject structure being evaluated. Changes in the applicable standards may occur as a result of legislation or by other means, in which case the current evaluation may be rendered inadequate. The results and conclusions of this investigation are based on analytical testing, field observations, and in part but not limited to "Title X" -

"Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing," U.S. Department of Housing and Urban Development, 1997 Revision; Title 17, California Code of Regulations (CCR), Division 1, Chapter 8 "Accreditation, Certification and Work Practices in Lead-Related Construction," Final Version: Filed January 8, 1999; Title 8, California Code of Regulations (CCR), Construction Safety Orders (Cal-OSHA) Section 1532.1, Lead in Construction; Title 22, California Code of Regulations (CCR), Chapter 12, Standards Applicable to Generators of Hazardous Waste; Federal Standards 29 (CFR) Code of Federal Regulations, Part 1926, Subpart D-1926.62, Lead; Federal Standards 40 (CFR) Code of Federal Regulations, Part 745; and Federal Standards 24 (CFR) Code of Federal Regulations, Part 35, EPA 40 CFR Part 745 [EPA-HQ-OPPT-2005-0049; FRL-8355-7] RIN 2070-AC83 Lead; Renovation, Repair, and Painting Program and not on any procedures beyond the scope of the agreed upon work. Even so, local, county, or other, more stringent regulations may apply; the appropriate local and/or regional agencies should be consulted prior to initiating any action. Instructions including, but not limited to, procedures, conclusions, recommendations, and specifications, offered to the client, (person(s), or entity) who may utilize this report, are only opinions made in an effort to assist the client with their decision making process. Variations in the composition of materials that appear similar may occasionally occur; therefore analytical results arising from the same testing procedures may vary by sample site location. Envirocheck, Inc. cannot guarantee the assessment of materials and/or substrate that are hidden, inaccessible, and/or indistinguishable.

Certain information contained in this report may have been rightfully provided to Envirocheck, Inc., and its assigns, by the Client or other outside sources. Envirocheck, Inc., and its assigns, do not make any warranties or representations, whether expressed or implied, regarding the accuracy of such information, and shall not be held accountable or responsible in the event that any such inaccuracies are present.

## 8.0 Signatures

Report prepared by:  
Envirocheck, Inc.



**Michael Powers**  
State of California, CDPH Certified Inspector/Risk  
Assessor # LRC-00002583

## Appendix A

NOTE: "Pos" or "Positive" means that the XRF result is at or above the action level.

NOTE: A "Neg" or "Negative" result does not indicate a zero level of lead present in the sample, a "Neg" result means that the XRF result is below the action level of EPA, HUD, and CDPH as it related to lead based paint.

NO	COMPONENT	SUBSTRATE	SIDE	CONDITION	ROOM TYPE	RESULTS	PbC
	Calibrate						1.00
	Calibrate						1.10
	Calibrate						1.00
1	Wall	Brick	A	Intact	Men's Restroom	Negative	0.00
2	Wall	Brick	B	Intact	Men's Restroom	Negative	0.00
3	Wall	Brick	C	Intact	Men's Restroom	Negative	0.00
4	Wall	Con. Block	D	Intact	Men's Restroom	Negative	0.00
5	Wall	Trim	A	Intact	Men's Restroom	Negative	0.00
6	Rafter	Wood	A	Intact	Men's Restroom	Negative	0.00
7	Beam	Wood	A	Intact	Men's Restroom	Negative	0.00
8	Ceiling	Wood	A	Intact	Men's Restroom	Negative	0.00
9	Floor	Concrete	A	Intact	Men's Restroom	Negative	0.00
10	Wndw. Bars	Metal	A	Intact	Men's Restroom	Negative	0.00
11	Door	Metal	C	Intact	Men's Restroom	Negative	0.00
12	Dr. Jamb	Metal	C	Intact	Men's Restroom	Negative	0.00
13	Door	Metal	C	Intact	Men's Restroom	Negative	0.00
14	Dr. Jamb	Metal	C	Intact	Men's Restroom	Negative	0.00
15	Wall	Brick	A	Intact	Women's Restroom	Negative	0.00
16	Wall	Con. Block	B	Intact	Women's Restroom	Negative	0.00
17	Wall	Brick	C	Intact	Women's Restroom	Negative	0.00
18	Wall	Brick	D	Intact	Women's Restroom	Negative	0.00
19	Wall	Trim	A	Intact	Women's Restroom	Negative	0.00
20	Rafter	Wood	A	Intact	Women's Restroom	Negative	0.00
21	Beam	Wood	A	Intact	Women's Restroom	Negative	0.00
22	Ceiling	Wood	A	Intact	Women's Restroom	Negative	0.00
23	Floor	Concrete	A	Intact	Women's Restroom	Negative	0.00
24	Wndw. Bars	Metal	A	Intact	Women's Restroom	Negative	0.00
25	Door	Metal	C	Intact	Women's Restroom	Negative	0.00
26	Dr. Jamb	Metal	C	Intact	Women's Restroom	Negative	0.00
27	Door	Metal	C	Intact	Women's Restroom	Negative	0.00
28	Dr. Jamb	Metal	C	Intact	Women's Restroom	Negative	0.00
29	Door	Metal	C	Intact	Women's Restroom	Negative	0.00
30	Dr. Jamb	Metal	C	Intact	Women's Restroom	Negative	0.00
31	Wall	Brick	A	Intact	Maint. Closet	Negative	0.00
32	Wall	Con. Block	B	Intact	Maint. Closet	Negative	0.00
33	Wall	Brick	C	Intact	Maint. Closet	Negative	0.00
34	Wall	Con. Block	D	Intact	Maint. Closet	Negative	0.00
35	Wall	Wood	B	Intact	Maint. Closet	Negative	0.00
36	Wall	Wood	D	Intact	Maint. Closet	Negative	0.00
37	Wall	Trim	A	Intact	Maint. Closet	Negative	0.00
38	Rafter	Wood	A	Intact	Maint. Closet	Negative	0.00
39	Beam	Wood	A	Intact	Maint. Closet	Negative	0.00

40	Ceiling	Wood	A	Intact	Maint. Closet	Negative	0.00
41	Floor	Concrete	A	Intact	Maint. Closet	Negative	0.00
42	Wndw. Bars	Metal	A	Intact	Maint. Closet	Negative	0.00
43	Door	Metal	C	Intact	Maint. Closet	Negative	0.00
44	Dr. Jamb	Metal	C	Intact	Maint. Closet	Negative	0.00
<b>45</b>	<b>Mop Sink</b>	<b>Ceramic</b>	<b>C</b>	<b>Intact</b>	<b>Maint. Closet</b>	<b>Positive</b>	<b>8.10</b>
46	Wall	Brick	A	Intact	Exterior	Negative	0.00
47	Wall	Brick	B	Intact	Exterior	Negative	0.00
48	Wall	Brick	C	Intact	Exterior	Negative	0.00
49	Wall	Brick	D	Intact	Exterior	Negative	0.00
50	Door	Metal	C	Intact	Exterior	Negative	0.00
51	Dr. Jamb	Metal	C	Intact	Exterior	Negative	0.00
52	Door	Metal	C	Intact	Exterior	Negative	0.00
53	Dr. Jamb	Metal	C	Intact	Exterior	Negative	0.00
54	Tile Sign	Ceramic	C	Intact	Exterior	Negative	0.00
55	Tile Sign	Ceramic	B	Intact	Exterior	Negative	0.00
56	Fascia	Wood	A	Intact	Exterior	Negative	0.00
57	Eaves	Wood	A	Intact	Exterior	Negative	0.00
58	Elec. box	Metal	A	Intact	Exterior	Negative	0.00
59	Wndw. Bars	Metal	A	Intact	Exterior	Negative	0.00
	Calibrate						0.90
	Calibrate						1.20
	Calibrate						1.00

**LEAD HAZARD EVALUATION REPORT****Section 1 — Date of Lead Hazard Evaluation:** 12/18/2023**Section 2 — Type of Lead Hazard Evaluation (Check one box only)**
 Lead Inspection   
 Risk Assessment   
 Clearance Inspection   
 Other (specify): Limited Lead Inspection
**Section 3 — Structure Where Lead Hazard Evaluation Was Conducted**

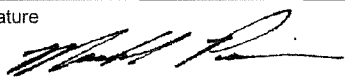
Address [number, street, apartment (if applicable)] 5550 Medea Valley Drive		City Agoura Hills	County Los Angeles	Zip Code 91301
Construction date (year) of structure  1970's	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input checked="" type="checkbox"/> Other: Public Restrooms		Children living in structure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know	

**Section 4 — Owner of Structure (if business/agency, list contact person)**

Name City of Agoura Hills		Telephone number John "JT" Treichler (818) 597-7309		
Address [number, street, apartment (if applicable)] 5550 Medea Valley Drive		City Agoura Hills	State CA	

**Section 5 — Results of Lead Hazard Evaluation (check all that apply)**
 No lead-based paint detected   
 Intact lead-based paint   
 Deteriorated lead-based paint detected

 No lead hazards detected   
 Lead-contaminated dust found   
 Lead-contaminated soil found   
 Other:
**Section 6 — Individual Conducting Lead Hazard Evaluation**

Name Michael Powers		Telephone number (714) 937-0750		
Address [number, street, apartment (if applicable)] 2211 W Orangewood Ave		City Orange	State CA	Zip Code 92868
CDPH certification number LRC-00002583	Signature 		Date 12/22/23	

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Miguel Garcia (LRC-00002276)

**Section 7 — Attachments**

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone

First copy and attachments retained by inspector

Third copy only (no attachments) mailed or faxed to:

Second copy and attachments retained by owner

California Department of Public Health  
Childhood Lead Poisoning Prevention Branch Reports  
850 Marina Bay Parkway, Building P, Third Floor  
Richmond, CA 94804-6403  
Fax: (510) 620-5656

# Appendix B

## Field Datasheet

Client: City of Agoura Hills - COO Job Site: 5550 MEDSA VALLEY DR. DATE: 12-18-23  
AGOURA HILLS, CA 91301 TIME: 0700  
 Inspector: MLG

Purpose of Inspect. Fire Water Reno. (Demo) Clearance Contam. Assess Other \_\_\_\_\_ Occupied? (Yes) No  
 Structure: SFH Apt. Condo (Commercial) School Day Care Church Other \_\_\_\_\_ Children: Yes No (Unknown)

Year Built: 1970's Approx. SQ. FT.: 448 No. of Stories: 1 Foundation: Raised (Slab)

EXT: (G) D SD Type: STC Metal Concrete Tilt-up (Concrete Block) Brick Sliding Wood/Transite Other: \_\_\_\_\_

ROOF: (G) D SD Type: Comp. Shingle Tile RRM Wood Shake Rock-Tar Transite Shingle Other: (METAL)

Exterior Debris Pile(s): Yes No (No Yes or Damage Submit Notes) Air Handling: HYAC Wall/Floor Frnce Wndw AC Other: (N/A)

XRF: Heuresis, Viken, or NITON Cal Readings 1.0 1.1 1.0 End Cal Readings 0.9 1.2 1.0 A/L 0.7

Diagram Legend:  $\Delta$  = Asbestos Bulk Samples  $\circ$  = Positive Lead Reading  $\square$  = Other

