

**CITY OF LAGUNA NIGUEL
SPECIFICATIONS AND DOCUMENTS**

**FOR
LAGUNA NIGUEL
BUS SHELTER REPLACEMENT PROJECT
CC 24-08**



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DATE: September 18, 2025

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NOTICE INVITING BIDS
BUS SHELTER REPLACEMENT PROJECT
CASH CONTRACT NO. 24-08

NOTICE IS HEREBY GIVEN that the City of Laguna Niguel ("City") invites and will receive sealed bids ("Bids") up to but not later than 2:00 p.m. on October 16, 2025, through the City's online bid management system ("PlanetBids") for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for Bus Shelter Replacement Project, CC 24-08 (the "Project"). After said time, Bids will be publicly posted on PlanetBids. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the bid opening date.

The Bus Shelter Replacement Project involves the installation of new shelters at 32 existing bus stop locations throughout the City of Laguna Niguel. The new shelter design reflects the City's updated branding. The Scope of Work includes, but is not limited to, remove and replace concrete sidewalk panels, protection of utilities, sign relocations, manufacturing and providing designated bus shelters including the amenities of bench, trash receptacle, lighting, and custom-branded elements that reinforce the City's identity all in accordance with the Plans, Specifications and Contract Documents. Of the 32 stops, five are designated as bid alternates (Alternative 1) and may be included based on budget.

Bids must be submitted on the City's Bid Forms. A Bidder ("Bidder") may obtain a copy of the Contract Documents from PlanetBids at <https://vendors.planetbids.com/portal/44601/bo/bo-detail/133626>. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective Bidder to download and print all Contract Documents for review and to verify the completeness of Contract Documents before submitting a Bid. Any addenda will be posted on PlanetBids. It is the responsibility of each prospective Bidder to check PlanetBids on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Contract Documents. Information on PlanetBids may change without notice to prospective Bidders. The Contract Documents shall supersede any information posted or transmitted by PlanetBids.

Each Bid shall be accompanied by cash, a certified or cashier's check, or bid bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Laguna Niguel as bid security. The bid security shall be provided as a guarantee that within ten (10) calendar days after the City provides the successful Bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds

and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City. The Bid Security must be submitted in hard copy directly to the Public Works Department at City Hall (30111 Crown Valley Parkway, Laguna Niguel, CA 92677) prior to the specified date and time for bid opening as set forth in the Instructions to Bidders.

The successful Bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

If the total compensation under the Contract will exceed \$25,000 and pursuant to Labor Code Section 1773, the City will obtain the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Orange County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/.

In addition, a copy of the prevailing rate of per diem wages will be made available at City Hall upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: Class A or any combination of Class C Licenses as required to perform the work.

Substitution requests shall be made prior to the Bid Opening as described in the Specifications. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Contract Documents for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

At the time of Bid submission, it is required that all Bidders submit a minimum of three prior project references. The prior project references must be from a Public Agency and should include the contact information for the Project Coordinator from the respective Public Agency.

Pursuant to Public Contract Code section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

For further information, contact Harrison Martin, at hmartin@cityoflagunaniguel.org.

By: _____ Dated: _____

City Clerk, City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

INSTRUCTIONS TO BIDDERS

1. **FORM OF BID.** Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary.
2. **PROJECT PLANHOLDER LIST.** The City's Project Planholder List will be compiled exclusively from the City's electronic procurement system (PlanetBids). The City will not have a third party maintain a bid registry/planholder list and will not distribute addenda directly to bidders/plan holders.
3. **SUBMITTAL OF BIDS.** Bids shall be submitted through the City's electronic procurement system (PlanetBids). Any Bid which is attempted to be delivered or which is received after the stated time shall be deemed non-responsive and rejected. The Bidder shall have the sole and exclusive responsibility for ensuring that a Bid is received by the time stated herein. Any Bid that is incomplete, unclear, or that fails to fully comply with the applicable requirements set forth herein, including, but not limited to, use of the forms provided by the City, may be rejected as nonresponsive.
4. **OPENING OF BIDS.** All Bidders and members of the public may view bid results in the electronic procurement system after bid closing. The City reserves the right to change the originally scheduled Bid date and time to a later date and time by issuing an electronic Addendum to that effect. Any and all Bids received by the City on or before the deadline shall be accepted by the electronic procurement system on the date scheduled for the opening of Bids that will be posted upon completion of compiling bids by the electronic procurement system.

The public reading of Bids received by the City shall include the announcement of the name of each Bidder and the total amount of each Bidder's Bid, and any other information as the City may deem appropriate. The City may note any Bid irregularity at the time of announcement.
5. **BID AUTHORIZATION.** Any person logging into the electronic procurement system to execute an e-Bid or any other e-document required by the City must be authorized, either in a personal or representative capacity, to access and submit such bid documents. If the person does business under his or her own name, that person shall login under his or her own login and PIN as authorized by the City's electronic procurement system provider. If the person does business under a fictitious business name, that person shall login under his or her own login and PIN as authorized by the electronic procurement system provider. If the person logs in for and on behalf of a partnership, the person shall do so with his or her authority to sign/login under his or her own login and PIN as authorized by the electronic procurement system provider.
6. **AMENDED BIDS.** Unauthorized conditions, limitations or provisos attached to a

Bid may cause the Bid to be deemed incomplete and non-responsive.

7. **WITHDRAWAL OF BID.** A Bidder may withdraw its Bid by selecting “place eBid,” accepting the terms and conditions message, and then selecting “withdraw” at any time before the deadline for the receipt of Bids. No Bidder may withdraw its Bid for a period of one hundred twenty (120) calendar days after the date set for the opening of Bids or until the City returns the Bid Security, subject to applicable California Law.

A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for one hundred twenty (120) calendar days after the Bid opening date.

8. **BIDDER'S SECURITY.** Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents and will provide the evidence of insurance and furnish the specified Bonds, within five (5) Calendar 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. The cash, check or Bid Bond must be submitted in hard copy directly to the Public Works Department at City Hall (30111 Crown Valley Parkway, Laguna Niguel, CA 92677) prior to the specified date and time for bid opening.

9. **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.

10. **PRE-BID QUESTIONS.** All Bidder questions about the meaning or intent of the Contract Documents shall be directed to the City in writing by email to Harrison Martin at hmartin@cityoflagunaniguel.org (“Pre-Bid Clarification Form”). Pre-Bid Questions and requests for clarifications must be submitted to the City by 2:00 PM, October 7, 2025. Bidders are solely responsible for submission of Pre-Bid Questions prior to such time/date; the City will not respond to Pre-Bid Questions

submitted after such time/date. Responses to timely submitted Pre-Bid Questions will be in the form of Addenda posted on PlanetBids. No person is authorized to: (i) render an oral interpretation, correction or modification of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder may rely on any such oral interpretation, correction, modification or response.

Requests for clarification received after the date set forth above will be disregarded. Please indicate the Project and identification number in any 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.

11. **ADDENDA.** The City may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.
12. **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 a 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:

- A. As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- B. 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.

13. **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.

14. 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 shall contemplate and include any and all increases in prices or wages as a result of, but not limited to minimum or prevailing wages, and the Consumer Price Index or any other such indices in its cost proposal, for the entire length of the Work as described herein. Any failure of the proposer to incorporate such price or wage increases in its cost proposal will not obligate the City to make any increases in not-to-exceed amounts during the term of the resultant agreement for the Work. 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.

15. TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted using the Request for Substitution Form no later than the date ten (10) calendar days prior to the Bid submission deadline. 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.

Pursuant to Public Contract Code Section 3400(c), the City has found that the following specific brands are required for the following particular material(s), product(s), thing(s), or service(s), **and no substitutions will be considered or accepted:**

ITEM:	REQUIRED BRAND:
Bus Shelters	Tolar Manufacturing Company, Inc.
Benches and Trash Receptacles	Landscape Forms

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- 16. IRAN CONTRACTING ACT OF 2010.** In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid with the City of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included in the Bid Forms and must be signed and dated under penalty of perjury.

- 17. NON-COLLUSION DECLARATION.** Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the Bid Forms and must be signed and dated under penalty of perjury.

- 18. PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION** Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor DIR Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designated Subcontractors List.

- 19. WORKERS COMPENSATION CERTIFICATION.** In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City certificate Workers' Compensation Certificate prior to performing the work under this Contract:

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.

The form of such Workers' Compensation Certificate is included as part of the Bid

Forms.

- 20. 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.
- 21. 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 ninety (90) Days after the successful Bidder has signed the Contract.
- 22. AWARD OF CONTRACT.** The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within ninety (90) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.
- 23. DETERMINATION OF LOWEST BID.** In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows:

Subject to the conditions of this Invitation of Bids, the City will award the contract, if an award is made, to the lowest responsive and responsible Bidder. In determining whether the Bidder is responsible, as set forth below:

- ☐ The lowest Bid shall be the lowest total of the Base Bid and those Alternates specifically identify as being used for the purpose of determining the Bid price. For purposes of this section, the Bid alternatives used for determining the Bid price are Alternates No. ____.
- ☒ The lowest bid shall be the lowest Base Bid without consideration of the prices on the Additive and Deductive Alternate items.
- ☐ The lowest bid shall be the lowest total of the Base Bid and those Alternates that when taken in order from a specifically identified list of those items, and added to or subtracted from the Base Bid are less than or equal to the funding amount publicly disclosed by the City before the Bid opening.
- ☐ The lowest Bid shall be determined in a manner that prevents any information that would identify any Bidder or proposed Subcontractor or supplier from being revealed to the City before the ranking of all Bidders from lowest to highest has been determined, as follows:

Regardless of the method for determining the lowest price, the City can add to or deduct from the contract any of the additive or deductive items after the lowest Bid has been determined.

- 24. TRENCHING.** If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 25. LISTING SUBCONTRACTORS; SELF-PERFORMANCE.** Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). Contractor shall self-perform not less than 50% of the Work, in accordance with Section 3-2 of the Standard Specifications.
- 26. EXECUTION OF CONTRACT.** The selected Bidder shall execute the Contract in the form included in these Contract Documents within five (5) Calendar 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 five (5) Calendar 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.
- 27. 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.

- 28. 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.
- 29. TELEPHONES.** Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.
- 30. 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 identification number 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.
- 31. 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.
- 32. PREVAILING WAGES.** Contractor shall pay prevailing wages to the extent required by Labor Code section 1771. Pursuant to Labor Code section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and on the DIR website at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and will be made available to any interested party on request. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

End of Instructions to Bidders

PRE-BID CLARIFICATION FORM

PROJECT NAME:	Bus Shelter Replacement Project
PROJECT NUMBER:	Cash Contract No. 24-08
TO: City of Laguna Niguel, Harrison Martin EMAIL: HMartin@cityoflagunaniguel.org	

DATE:	
FROM:	EMAIL:
Document/Division Number:	DRAWING NUMBER:

REQUESTED CLARIFICATION:

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

REQUEST FOR SUBSTITUTION

Pursuant to Public Contract Code Section 3400, Bidder submits the following request to substitute with the Bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by the City and I answer “no” and that I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request substitution of the following designated material, product, thing, or service.

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied (circle one)	City Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the City; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any fees or additional plan check costs associated with this Substitution Request.

The undersigned states that the following paragraphs are correct:

The proposed Substitution does not affect the dimensions shown on the Drawings.

The undersigned will pay for changes to any building design, including architect, engineering, or other consultant design, detailing, plan check costs, and construction costs caused by the requested substitution.

The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.

Maintenance and service parts will be available for the proposed substitution.

In order for the City to properly review the substitution request, **within fourteen (14) calendar days prior** to the bid submission deadline, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents, including the submissions that would ordinarily be required for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).

If Substitution Request is accepted by the City, Contractor is still required to provide a submittal for the substituted item and shall provide required schedule information (including schedule fragnet if applicable) for the substituted item. The approval by the City of the Substitution Request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules if the Contractor is awarded the Project.

Bidder	
Signature:	Date
Title:	
Signature:	Date
Title:	

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission and shall be completed:

- ☐ Proposal Form
- ☐ Bid Sheets
- ☐ Bid Bond
- ☐ Non-collusion Declaration Form
- ☐ Iran Contracting Act Certification Form
- ☐ Public Works Contractor DIR Registration Certification
- ☐ Workers' Compensation Certification
- ☐ Designated Subcontractors List
- ☐ Bid Guarantee Form (if not submitting a Bid Bond)
- ☐ List of prior project references (minimum of three (3) references from three (3) unique public agencies)

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

End of Checklist for Bidders

BID PROPOSAL

PROJECT: Bus Shelter Replacement Project, CC 24-08

To: City of Laguna Niguel
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

Firm Name:
Authorized Representative:
Title:
Email Address:
Address:
City, State, and Zip Code:
Telephone:
Contractor License(s):
Department Industrial Relation No.:

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 Laguna Niguel 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 by each addendum number and its initials, as follows:

Addendum No.	Initials:
Addendum No.	Initials:
Addendum No.	Initials:

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 five (5) calendar 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	
Signature:	Date
Title:	
Signature:	Date
Title:	

[Signatures of contractor must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement.]

BID SHEETS

Bidder Name: _____

PROJECT: BUS SHELTER REPLACEMENT PROJECT, CC 24-08

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.

BASE BID

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Clearing & Grubbing, including multiple mobilizations and demobilizations (5% maximum of the Total Base Bid Price)	LS	1	\$	\$
2.	Unclassified Excavation of concrete, soil and unclassified materials to grade	SF	9,600	\$	\$
3.	Construct 6" Concrete Sidewalk Panel per OCPW SPPWC Standard Plan 1204	SF	5,200	\$	\$
4.	Construct 5" Concrete Sidewalk Panel per OCPW SPPWC Standard Plan 1204	SF	5,000	\$	\$
5.	Protect Existing Bus Stop Sign and Foundation	EA	15	\$	\$
6.	Adjust to Grade Existing Electrical Pullbox	EA	2	\$	\$
7.	Reinstall Existing OCTA Bus Stop Sign and Post	EA	10	\$	\$
8.	Adjust to Grade Existing Manhole	EA	3	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
9.	Coordination with AT&T to Perform Work	EA	1	\$	\$
10.	Protect/Modify/Relocate Existing Irrigation as needed	LS	1	\$	\$
11.	Coordination with Clear Channel for removal of Shelters and appurtenances, as needed	LS	1	\$	\$
12.	Furnish and Install Bus Shelter (Option 1)	EA	26	\$	\$
13.	Furnish and Install Bus Shelter (Option 2)	EA	1	\$	\$
14.	Furnish and Install Bench	EA	27	\$	\$
15.	Furnish and Install Trash Receptacle	EA	27	\$	\$
16.	Remove existing Bench and Trash Receptacle, deliver to City Maintenance Yard	EA	4	\$	\$
17.	Erosion Control (1% maximum of Total Base Bid Price)	LS	1	\$	\$
18.	Traffic Control (2% maximum of Total Base Bid Price)	LS	1	\$	\$
TOTAL BASE BID AMOUNT				\$ _____	

TOTAL BASE BID AMOUNT IN WORDS:

Continued next page

ADDITIVE ALTERNATIVE BID NO. 1:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Clearing & Grubbing, including multiple mobilizations and demobilizations (5% maximum of the Total Alternate #1 Bid Price)	LS	1	\$	\$
2.	Unclassified Excavation of concrete, soil and unclassified materials to grade	SF	2,125	\$	\$
3.	Construct 6" Concrete Sidewalk Panel per OCPW SPPWC Standard Plan 1204	SF	970	\$	\$
4.	Construct 5" Concrete Sidewalk Panel per OCPW SPPWC Standard Plan 1204	SF	1,240	\$	\$
5.	Protect Existing Bus Stop Sign and Foundation	EA	1	\$	\$
6.	Reinstall Existing OCTA Bus Stop Sign and Post	EA	2	\$	\$
7.	Protect/Modify/Relocate Existing Irrigation as needed	EA	1	\$	\$
7.	Furnish and Install Bus Shelter (Option 1)	EA	5	\$	\$
8.	Furnish and Install Bench	EA	5	\$	\$
9.	Furnish and Install Trash Receptacle	EA	5	\$	\$
10.	Remove Bench and Trash Receptacle, deliver to City Maintenance Yard	EA	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
11.	Erosion Control (1% maximum of Total Bid Price)	LS	1	\$	\$
12.	Traffic Control (2% maximum of Total Bid Price)	LS	1	\$	\$
<p style="text-align: center;">TOTAL ADDITIVE ALTERNATIVE BID NO. 1 \$ _____</p>					

TOTAL ADDITIVE ALTERNATE BID AMOUNT IN WORDS:

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.

Pursuant to Public Contract Code Section 20103.8, the selection process selected does not preclude the City from using any of the additive alternates from the Contract after the lowest responsible bidder submitting a responsive bid has been determined.

Bidder	
Signature: _____	Date _____
Title: _____	
Signature: _____	Date _____
Title: _____	

[Signatures of contractor must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement.]

End of Bid Proposal Form

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Laguna Niguel ("City"), has issued an invitation for Bids for the Work described as follows: Bus Shelter Replacement Project, CC 24-08

WHEREAS the Contractor "Principal" _____,
desires to submit a Bid to City for the Work.

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

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

a duly admitted surety insurer under the laws of the State of California:

"Surety"

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

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

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

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

REQUIRED: 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.

DATE: _____

PRINCIPAL'S SIGNATURE	
Contractor-Principal Name:	_____
By:	_____
	Signature (above)
Type or Print Name:	_____
Title:	_____
Note: Attach the Notary Public Acknowledgement of Principal's Signature	

SURETY'S SIGNATURE	
Surety's Name:	_____
By:	_____
	Signature of Attorney-in-Fact for Surety (above)

	Type or Print Name of Attorney-in-Fact:
Note: Attach (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature	

CONTACT INFORMATION FOR NOTICES TO THE SURETY	
Contact Name:	_____
Mailing Address:	_____
City, State, Zip Code:	_____
Email Address:	_____
Telephone No.:	_____

NON-COLLUSION DECLARATION FORM
Public Contract Code Section 7106
Bus Shelter Replacement Project, CC 24-08

The undersigned declares:

I am the _____ (Title)
of _____ (Company
Name), 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).

Bidder	
Signature: _____	Date _____
Title: _____	
Signature: _____	Date _____
Title: _____	

This form must be notarized.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Bus Shelter Replacement Project, CC 24-08

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Bus Shelter Replacement Project, CC 24-08

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.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

IRAN CONTRACTING ACT CERTIFICATION

Bus Shelter Replacement Project, CC 24-08

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

DESIGNATED SUBCONTRACTORS LIST
Bus Shelter Replacement Project, CC 24-08

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 of one 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 of one 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.

1. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
2. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
3. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
4. Bidder need not list entities that are only vendors or suppliers of materials.
5. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
6. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
7. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

I certify and declare under penalty of perjury under the laws of the State of California that the below information is complete, true, and correct.

Bidder	
<hr/>	
Signature:	Date
<hr/>	
Title:	
<hr/>	
<hr/>	
Signature:	Date:
<hr/>	
Title:	
<hr/>	

DESIGNATED SUBCONTRACTORS LIST (CONTINUED)

Subcontractor Name:

Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):

Subcontractor Trade or Portion of Work:

Subcontractor Contractor License(s)/No/
Classification(s)/Certificate(s)

Department of Industrial Relations
Registration Number (DIR No.)

Subcontractor Name:

Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):

Subcontractor Trade or Portion of Work:

Subcontractor Contractor License(s)/No/
Classification(s)/Certificate(s)

Department of Industrial Relations
Registration Number (DIR No.)

Subcontractor Name:

Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):

Subcontractor Trade or Portion of Work:

Subcontractor Contractor License(s)/No/
Classification(s)/Certificate(s)

Department of Industrial Relations
Registration Number (DIR No.)

Subcontractor Name:

Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):

Subcontractor Trade or Portion of Work:

Subcontractor Contractor License(s)/No/
Classification(s)/Certificate(s)

Department of Industrial Relations
Registration Number (DIR No.)

Attach additional page(s) as required.

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

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the City of Laguna Niguel or a certified check payable to the order of the City of Laguna Niguel in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of the City, if, this proposal shall be accepted by the City, and the undersigned fails to execute a Contract with and furnish the sureties required by the City within the required time; otherwise, the check is to be returned to the undersigned.

Bidder

Signature:	Date
------------	------

Title:

Signature:	Date:
------------	-------

Title:

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid.

LIST OF PRIOR PROJECT REFERENCES

Bidders must submit a minimum of three (3) references from three (3) unique public agencies.

Reference #1

Name of Public Agency: _____

Project Name: _____

Contract Number: _____ Project Number: _____

Amount of Contract: _____ Date Completed: _____

Contact Person: _____

Phone Number: _____ Email Address: _____

Reference #2

Name of Public Agency: _____

Project Name: _____

Contract Number: _____ Project Number: _____

Amount of Contract: _____ Date Completed: _____

Contact Person: _____

Phone Number: _____ Email Address: _____

Reference #3

Name of Public Agency: _____

Project Name: _____

Contract Number: _____ Project Number: _____

Amount of Contract: _____ Date Completed: _____

Contact Person: _____

Phone Number: _____ Email Address: _____

CHECKLIST FOR EXECUTION OF CONTRACT
TO BE SUBMITTED BY SUCCESSFUL BIDDER:

The forms below must be signed and notarized if applicable.

- ☐ 2 Each – Construction Services Agreement
- ☐ 2 Each – Labor & Materials Payment Bond (100% of the total contract value)
- ☐ 2 Each – Faithful Performance Bond (100% of the total contract value)
- ☐ Copy of the Company's W-9
- ☐ Copy of the Company's Insurance coverage documentation (as required in the Agreement)

See Appendix I for Sample Construction Services Agreement and Bond Forms

STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General) of the 2024 Standard Specifications for Public Works Construction, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control and if there is a conflict between these General Provisions and the Agreement for Construction Services, the Agreement for Construction Services shall prevail.

PART 1 – GENERAL

Incorporated by reference except as noted.

SECTION 0. GENERAL PROVISIONS DEFINED [Add the following Sections]

0-1 STANDARD SPECIFICATIONS

The 2024 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 the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

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

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

1-2 TERMS AND DEFINITIONS [Add the following]

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 Laguna Niguel.

Board – The City Council of the City of Laguna Niguel.

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

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the 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:

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

1-6 BIDDING AND SUBMISSION OF BID

This Section is replaced in its entirety by the provisions of the Agreement for Construction Services and these Project Specifications.

1-7 AWARD AND EXECUTION OF THE CONTRACT

This Section is replaced in its entirety by the provisions of the Agreement for Construction Services.

SECTION 2. SCOPE OF THE WORK [Add the following additions to the Subsections except as noted]

2-2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all

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

2-4 COOPERATION AND COLLATERAL WORK [Add the following]

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.

The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by City forces and other contractors. The Contractor may be required to modify, curtail or aid in certain operations and shall promptly comply with any request by the Inspector to cooperate. It is possible that extent of these requests may cause additional expense to the Contractor. Any adjustment shall be processed with the City contractually, such as. RFI or change orders.

2-5.4 Haul Routes

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows: The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General. [Replace the first paragraph as follows]

The City reserves the right, without notice to the Surety, to increase or decrease any quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, in any percentage, 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 [Replace the Section as follows]

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

SECTION 3. CONTROL OF THE WORK [Add the following except as noted]

3-1 ASSIGNMENT

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

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents.

Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

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

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions.

This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is

not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included as various items of work included within the Bid.

3-7.2 Precedence of the Contract Documents [Replace with the following]

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, except as otherwise required in the Contract Agreement:

Permits issued by regulatory agencies with jurisdiction.
Change Orders and Supplemental Agreements, whichever occurs last.
Contract/Agreement.
Addenda.
Notice Inviting Bids.
Instructions to Bidders.
Bid/Proposal.
General Provisions.
Special Provisions.
Plans.
Standard Plans.
Standard Specifications.
Reference Specifications.

3-9 SUBSURFACE DATA [Add the following]

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

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

encountered in the performance of the Work.

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

3-10 SURVEYING

3-10.1 General [Replace with the following]

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

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

3-11 CONTRACT INFORMATION SIGNS [Replace with the following]

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 [Add the following]

3-12.1 General.

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

by the City and shall be back charged to the Contractor and deducted from the Contract Price.

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

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

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

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

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions. All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

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

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall complete all Work under the Contract within 90 Working Days from the Notice to Proceed, not including long-lead-time delivery items, with the construction activities, anticipated to begin on February 1, 2026. Substantial Completion of the work shall be achieved by August 31, 2026, with final completion to be achieved by September 30, 2026.

3-13.2 Acceptance

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

- A form of Notice of Completion, with all information required by the California Civil Code;
- All written guarantees and warranties;
- All “as-builts”;
- Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

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

3-13.3 Warranty

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

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

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under the

warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any

Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS [Add the following except as noted]

4-1 GENERAL

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

4-4 TESTING

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

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer.

All requests for substitution shall be submitted, together with all documentation necessary for the City Engineer to determine equivalence, no later than ten (10) Calendar Days before the bid due date, unless a different deadline is listed in the Special Provisions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

This Section is replaced in its entirety by the provisions of the Agreement for Construction Services.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK [Add the following]

6-1.1 Construction Schedule

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

The Contractor shall update this Construction Schedule when directed by the City Engineer, or when a Change Order significantly affects the Contract completion date or the sequence of construction approach or activities and/or 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 [Add the following Subsection]

Approximately 14 Calendar Days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

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

- Construction Schedule.
- Procurement schedule of major equipment and materials and items requiring long lead time.
- Shop drawing/sample submittal schedule.
- Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 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 the items listed below.

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

6-1.1.2 Weekly Progress Meetings [Add the following Subsection]

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.

6-1.3 Working Days And Hours [Add the following Subsection]

The Contractor shall do all Work between the hours of 8:00 am to 4:00 pm., Monday through Friday. Work on Residential Streets shall not begin before 8:00 am. No lane closures will be allowed before 9:00 am or after 3:00 pm on any days. Any deviation from this must be approved in advance by the Public Works Director/City Engineer. No Work will be allowed on Saturday, Sunday, or City holidays, which are as follows:

City Hall Closed	Mon.	Nov. 10, 2025
Veterans Day	Tue.	Nov. 11, 2025
Thanksgiving Day	Thur.	Nov. 27, 2025

Thanksgiving Day After	Fri.	Nov. 28, 2025
Christmas Eve	Wed.	Dec 24, 2025
Christmas Day	Thur.	Dec 25, 2025
Day After Christmas	Fri.	Dec. 26, 2025
New Year's Eve	Wed.	Dec. 31, 2025
New Year's Day	Thur.	Jan. 1, 2026
Martin Luther King Jr Day	Mon.	Jan. 19, 2026
President's Day	Mon.	Feb. 16, 2026
Memorial Day	Mon.	May 25, 2026
Juneteenth	Fri.	Jun. 19, 2026
Independence Day (Observed)	Fri.	July 3, 2026

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. No work will be allowed during the week of Christmas, Monday, December 22, 2025 through Friday, December 26, 2025.

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

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

No jackhammering or significant noise generating work shall be permitted before 9:00 a.m.

6-4 DELAYS AND EXTENSIONS OF TIME [Add the following]

6-4.1 General.

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

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 [Replace with the following]

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 alleged or actual damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

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

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

This Section is replaced in its entirety by the provisions of the Agreement for Construction Services.

6-9 LIQUIDATED DAMAGES

This Section is replaced in its entirety by the provisions of the Agreement for Construction Services.

SECTION 7. MEASUREMENT AND PAYMENT [change the following as noted]

The provisions in the Agreement for Construction Services shall prevail over any conflicts with this Section. In addition, the following provisions are hereby modified:

7-3.5 Contract Unit Prices

7-3.5.3 Decreases of More Than 25 Percent. This paragraph is deleted in its entirety and replaced with the following. Decreases in quantities of more than 25% shall not change the unit price bid.

7-4.3 Markup.

7-4.3.1 Work by the Contractor. This paragraph is replaced with the following: Contractor markup for overhead, profit, bonding and insurance shall be limited to a total of 15% above actual total costs, based upon proof thereof, per Section 7-4.2, and no additional compensation will be allowed therefor.

7-4.3.2 Work by a Subcontractor. The second sentence of this paragraph is replaced by the following sentence. Contractor markup for work performed by a subcontractor shall be limited to a total of 10% of the total subcontractor costs and shall constitute full compensation for overhead, profit, bonding and insurance and no additional compensation will be allowed therefor.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL [Add the following]

8-1 General

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

SECTION 9. PAYMENT ITEMS [Add the following Section]

Payment for all bid items shall be as set forth herein. Payment for any items of work required by the contract documents that are not explicitly covered by a contract bid item shall be considered as included in other items of work and no additional compensation shall be allowed therefor.

Payment will be made at the contract unit prices for all bid items, inclusive, per the Project Bid Sheet which shall include costs for furnishing all labor, materials, tools, and equipment, and for performing all the work as described in the following Payment Items, complete in place, including but not limited to, the following described work per the Plans and Specifications, and as directed by the Engineer. All construction shall be in accordance with Standard Plans for Public Works Construction, published by BNI, and Caltrans Standard Plans and Specifications, as applicable and as noted.

The following bid items are for the Base Bid. The same description of the same bid item descriptions apply to the Additive Alternate Bid items regardless of "Bid Item Number" match.

Bid Item 1. Clearing and Grubbing, including multiple mobilizations and demobilizations (5% maximum of the Total Base Bid Price). In addition to the scope of work defined in the Standard Specifications, this bid items is deemed to include the protection of adjacent improvements, the likelihood of multiple mobilizations and demobilizations to coordinate

a phased implementation schedule of the project relative to the removal and replacement of sidewalk panels, and the long-lead-time delivery and installation of the bus shelters, benches and waste receptacles. Payment for this bid items shall be on a Lump Sum basis, not exceeding a maximum of 5% of the Total Base Bid price, payable in two equal payments, inclusive of all labor, materials, insurances, and equipment and no additional compensation will be allowed therefore.

Bid Item 2. Unclassified Excavation of concrete, soil and unclassified materials to grade. Payment for this bid item is deemed to include, sawcutting, removal and disposal of concrete (PCC) and in-situ soil to required depth not otherwise covered by other bid items required by the Plans for the Project including all labor, materials and equipment on a per Square Feet price basis and no additional compensation will be allowed therefore.

Bid Item 3. Construct 6" Concrete Sidewalk Panel per OCPW SPPWC Standard Plan 1204. Payment for this bid item is deemed to include subgrade preparation meeting the requirements of OCPW Standard Plan 1204 (see Appendix) per Table for "Sidewalks greater than 6' wide" for Highly Expansive Soil, except as annotated to require only 12" of subgrade preparation to 5% over optimum moisture, with 2" crushed aggregate base, rebar, dowels, thickened edge and minimum 6" thick concrete and as directed by the City Soils Engineer as required by the Plans for the Project including all labor, materials and equipment on a per Square Feet price basis and no additional compensation will be allowed therefore.

Bid Item 4. Construct 5" Concrete Sidewalk Panel per OCPW SPPWC Standard Plan 1204. Payment for this bid item is deemed to include subgrade preparation shall meet the requirements of OCPW Standard Plan 1204 (see Appendix) per Table for "Sidewalks greater than 6' wide" for Highly Expansive Soil, except as annotated to require only 12" of subgrade preparation to 5% over optimum moisture, with 2" crushed aggregate base, rebar, dowels, thickened edge and minimum 5" thick concrete and as directed by the City Soils Engineer as required by the Plans for the Project including all labor, materials and equipment on a per Square Feet price basis and no additional compensation will be allowed therefore.

Bid Item 5. Protect Existing Bus Stop Sign and Foundation. Payment for this bid item is deemed to include all work associated with protecting in place the existing bus stop signs and foundations not otherwise covered by other specific bid items on a per Each price basis including all labor, materials and equipment and no additional compensation will be allowed therefore.

Bid Item 6. Adjust to Grade Existing Electrical Pullbox. Payment for this bid item is deemed to include all work associated with adjusting existing pull boxes to grade not otherwise covered by other specific bid items on a per Each price basis including all labor, materials and equipment and no additional compensation will be allowed therefore.

Bid Item 7. Reinstall Existing OCTA Bus Stop Sign and Post. Payment for this bid item is deemed to include all work associated with the removal and reinstallation of existing

OCTA bus stop signs and posts and otherwise covered by other specific bid items on a per Each price basis including all labor, materials and equipment and no additional compensation will be allowed therefore.

Bid Item 8. Adjust to Grade Existing Manhole. Payment for this bid item is deemed to include all work associated with adjusting existing manholes to grade to the specific standards of the Owner, not otherwise covered by other specific bid items on a per Each price basis including all labor, materials and equipment and no additional compensation will be allowed therefore.

Bid Item 9. Coordination with AT&T to Perform Work. Payment for this bid item is deemed to include all work associated with coordination with AT&T to adjust their facilities to grade, not otherwise covered by other specific bid items on a per Each price basis and no additional compensation will be allowed therefore.

Bid Item 10. Protect/Modify/Relocate Existing Irrigation as Needed. Payment for this bid item is deemed to include any necessary parts, repairing and restoring any disturbed irrigation system to the City's satisfaction and the adjacent Homeowners Association as required by the Plans for the Project including all labor, materials and equipment on a per Each price basis and no additional compensation will be allowed therefore.

Bid Item 11. Coordination with Clear Channel for removal of Shelters and appurtenances, as needed. Payment for this bid item is deemed to include all work associated with coordination with others for the removal of the existing bus shelter assemblies, bench, and/or trash receptacle, including electrical services not otherwise covered by other specific bid items including all labor, materials and equipment on a Lump Sum price basis and no additional compensation will be allowed therefore.

Bid Item 12. Furnish and Install Bus Shelter (Option 1). Payment for this bid item is deemed to include all submittals and physical samples of materials, manufacturing and providing bus shelters, furnishing all labor, material, tools, equipment, and incidentals necessary for installing a Bus Shelter (Option 1) to the City's satisfaction as required by the Plans for the Project on a per Each price basis and no additional compensation will be allowed therefore.

Bid Item 13. Furnish and Install Bus Shelter (Option 2). Payment for this bid item is deemed to include all submittals and physical samples of materials, manufacturing and providing bus shelter, furnishing all labor, material, tools, equipment, and incidentals necessary to installing a Bus Shelter (Option 2) to the Cities' (Laguna Niguel & Mission Viejo) satisfaction as required by the Plans for the Project on a per Each price basis and no additional compensation will be allowed therefore.

Bid Item 14. Furnish and Install Bench. Payment for this bid item is deemed to include all submittals and physical samples of materials, and furnishing all labor, material, tools, equipment, and incidentals necessary to installing a bench to the City's satisfaction as

required by the Plans for the Project on a per Each price basis and no additional compensation will be allowed therefore.

Bid Item 15. Furnish and Install Trash Receptacle. Payment for this bid item is deemed to include all submittals and physical samples of materials, and furnishing all labor, material, tools, equipment, and incidentals necessary to installing a trash receptacle to the City's satisfaction as required by the Plans for the Project on a per Each price basis and no additional compensation will be allowed therefore.

Bid Item 16. Remove Existing Bench and Trash Receptacle, deliver to City Maintenance Yard. Payment for this bid item is deemed to include all work associated with removing the existing bus shelter bench and trash receptacle, restoring the surface to a smooth and clean state, and delivery to the City's maintenance yard not otherwise covered by other specific bid items including all labor, materials and equipment on a per Each price basis and no additional compensation will be allowed therefore.

Bid Item 17. Erosion Control (1% maximum of Total Base Bid Price). Payment for this bid item is deemed to include developing an Erosion Control plan for City approval and all work associated with implementing appropriate erosion control measures during the duration of the Project, meeting all regulatory requirements, and including all labor, materials and equipment on a Lump Sum price basis and no additional compensation will be allowed therefore. Payment for this bid items shall be on a Lump Sum basis, not exceeding a maximum of 1% of the Total Base Bid price.

Bid Item 18. Traffic Control (2% maximum of Total Base Bid Price). Payment for this bid item is deemed to include developing a Traffic Control plan for City approval and all work associated with implementing traffic control, construction phasing and public convenience and safety during the duration of the Project including all labor, materials and equipment on a Lump Sum price basis and no additional compensation will be allowed therefore. Payment for this bid items shall be on a Lump Sum basis, not exceeding a maximum of 2% of the Total Base Bid price

SPECIAL PROVISIONS

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

PART 2 – CONSTRUCTION MATERIALS

Incorporated by Reference and as modified herein

SECTION 201 – Concrete, Mortar and Related Materials [Revise as follows]

201-1 PORTLAND CEMENT CONCRETE

201-1.1.1 General. *MODIFY to ADD the following:*

The same brand, type, and source of cement and aggregate shall be used for all Portland Cement Concrete.

201-1.1.2 Concrete Specified by Class and Alternate Class. *ADD the following to Table 201-1.1.2:*

Headwall, Concrete Class 560-C-3250

Concrete for conduit encasement shall be 450-C-2000.

201-1.2.1 Cement. *MODIFY to ADD the following:*

All cement to be used or furnished on this Project shall be Type V Portland Cement conforming to ASTM C150. with no substitutions for the portland cement (i.e. fly ash or other pozzalonic material).

201-1.2.5.3 Fly Ash. *DELETE the entire section and REPLACE with the following:*

Fly ash shall not be used.

201-2 REINFORCEMENT FOR CONCRETE.

201-2.2.1 Reinforcing Steel. *REVISE first paragraph of this SECTION as follows:*

All reinforcing steel for reinforced concrete construction shall be Grade 60 billet steel conforming to ASTM A615.

201-4 CONCRETE CURING MATERIALS

201-4.1.1 General. *DELETE the 4th paragraph and REPLACE with the following:*

Concrete curing compound shall be Type 2.

Add Sections to address the bus shelter materials, signs, logos, letters, benches and trash cans.

PART 3 – CONSTRUCTION METHODS

300-1 CLEARING AND GRUBBING.

300-1.1 General. *MODIFY to ADD the following:*

Clearing and grubbing shall consist of removing all natural and artificial objectionable materials from the project site as shown on the drawings and/or as directed by the Engineer. The Contractor shall protect all existing structures or facilities (including utilities) that are adjacent to, or fall within, the limits of the work to be done under this contract. This item shall also include those and structures and facilities which the plans show or these Specifications indicate to be protected. Any structure or facility to be protected which is damaged as a result of the construction shall be repaired or replaced in kind at the Contractor's expense to the satisfaction of the Engineer.

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

1. Mobilization and demobilization.
2. Documentation of existing conditions.
3. Maintain dust control at all times by sweeping; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
4. Protection of utilities, trees, fences, walls, and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
5. Daily clearing and removal of debris from site of work.
6. Removal of trees and roots interfering with the work whether specified or shown in the plans.
7. Compliance with Construction and Debris handling requirements as specified herein.
8. Removal of structures, as directed by Engineer to be removed or abandoned.
9. Delay in work necessary to accommodate utility relocations by others.
10. Other items of work as described in these specifications.

300-4 UNCLASSIFIED FILL

300-4.1 General. *MODIFY to ADD the following:*

Fill should consist of approved earth materials free of trash debris, roots, vegetation, or other deleterious material.

300-4.2 Preparation of Placement Areas. *DELETE the last part of the 2nd sentence and SUBSTITUTE with the following:*

. . . to a relative compaction of at least 95 percent.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.2 Preparation of Subgrade. *Replace this section with the following:*

Prior to placement of the new structural pavement sections, the subgrade soils should be prepared appropriately. The upper 12 inches of the subgrade beneath the proposed pavement sections, concrete curbing, and other hardscape improvements should be removed, moisture-conditioned, and re-compacted to a relative compaction of 95 percent as evaluated by ASTM International (ASTM) test method D1557.

Subgrade preparation shall meet the requirements of OCPW Standard Plan 1204 (see Appendix) per Table for “Sidewalks greater than 6’ wide” for Highly Expansive Soil, except as annotated to require only 12” of subgrade preparation to 5% over optimum moisture, with 2” crushed aggregate base, rebar, dowels, thickened edge and minimum 5” thick concrete and as directed by the City Soils Engineer.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.1 General. *MODIFY to ADD the following:*

Type V cement shall be used in all concrete structures. Reinforcing steel shall be Grade 60 billet steel conforming to ASTM A615. The surfaces of all concrete structures shall receive an ordinary finish. The Contractor shall furnish all labor, tools, and materials to construct reinforced Portland Cement Concrete structures and appurtenant work to grades and dimensions shown on the plans and/or as directed by the Engineer. The Contractor shall submit method of placement of PCC for the Engineer’s approval, at least ten (10) working days prior to commencement of work.

303-1.3 Forms. *MODIFY to ADD the following:*

Forms shall be braced to withstand pressures developed and shall be tight to prevent the loss of mortar. Formed wall surface shall be free of any unevenness greater than 1/4-inch when checked with a 10-foot straight edge. Concrete in walls with side slopes flatter than 3/4:1 shall be placed on suitable material which has been overfilled, compacted and trimmed to true grade. Backforms shall be used where the slide slope is 3/4:1 or steeper. A clear non-staining form release agent which will not discolor nor affect the surface texture of the concrete and does not react with any ingredients of the

concrete shall be used. The cost of furnishing and placing form release agent shall be included in the cost of Portland cement concrete.

303-1.10 Curing. *DELETE the first paragraph and REPLACE with the following:*

Exposed concrete surfaces shall be sprayed with Type 2 curing compound at a uniform rate of one gallon per 150 square feet.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements

303-5.1.1 General. *ADD the following subsections:*

303-5.1.1.2 Sidewalk

Concrete sidewalk shall be constructed to the line, grades and designs shown on the Plans or as ordered by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. This work item shall also include all necessary natural ground and miscellaneous excavation, removal and export as may be required to install the new 5" and 6" PCC Sidewalk and necessary irrigation system modifications, protection and adjustments that may be required. The Contractor shall also be required to conduct all necessary grading at the new back of walk in order to ensure that full ADA compliance is achieved within the new sidewalk areas. Import of miscellaneous fill material to fill any resultant void spaces shall be included in the unit price of the sidewalk.

Walk (sidewalk) shall conform to OCPW Standard Plan 1204 as modified (see Appendix) to include additional subgrade preparations (see 301-1.2 herein) and rebar, dowels, thickened edge, 6" concrete thickness under bus shelters per plan and 5" concrete thickness in all other locations per plan and as directed by the Engineer.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION [Add the following]

306-3 TRENCH EXCAVATION

306-3.1 General

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

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

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

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

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

PART 4 – EXISTING IMPROVEMENTS

Incorporated by Reference and as modified herein

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL [Add the following]

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included as various items included in the Bid and no additional compensation will be allowed therefor.

SECTION 402 - UTILITIES

402-1 LOCATION

402.1 General [Replace the first sentence 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 Identification Number 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.

REQUIRED: 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.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

402-1.3 Entry by Utility Owners [Add new Subsection]

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

402-2 PROTECTION

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

402-3 REMOVAL

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

402-4 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 [Add new Subsection]

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

The following entities are known to have utilities within the City of Laguna Niguel:

- AT&T
- Cox Cable
- Moulton Niguel Water District
- San Diego Gas and Electric Co
- Southern California Gas Co.
- Southern California Edison Co.

PART 6 – TEMPORARY TRAFFIC CONTROL

Incorporated by reference and as modified herein.

600-1 General [Add the following]

No lane closures on Arterial Highways will be allowed before 9:00 am or after 3:00 pm on any days. Any deviation from this must be approved in advance by the Public Works Director/City Engineer. Contractor shall provide traffic control plans for city review and approval prior to performing any work. Contractor shall also coordinate with OCTA at least 48 hours in advance of a bus stop relocation or bus stop closure. Traffic control plans shall be prepared by a State of California Licensed Civil or Traffic Engineer.

PART 9 – NON STANDARD SPECIFICATIONS

SECTION 901 – Site Furnishings

901-1.01 GENERAL

Site furnishing work shall consist of manufacture of bus shelter structures, and site furnishings as shown in the Plans, including but not limited to City Seal, City Name letters, Map Cases, Lighting and Solar Panels, benches and trash receptacles, and installation of all bus shelters and site furnishings to the City's satisfaction.

It is the responsibility of the contractor to provide engineered shop drawings, cut sheets and submittals for review and approval prior to fabrication and installation of any bus shelters or site furnishings as depicted on the plans. Any and all corrections identified in submittals shall be implemented and re-approved prior to the manufacture of the bus shelters. In addition to paper submittals, powder coated color samples, not less than 12" by 12" shall be provided depicting the perforated panel, the roof and the posts of the shelter, the "LAGUNA NIGUEL" lettering, the bench and the trash receptable.

Refer to other sections in these Special Provisions for related site improvements, including demolition and construction.

900-1.02 BUS SHELTER

GENERAL:

Work under this section includes providing and installing of new Bus Shelters at locations as shown on the Plans.

MATERIALS:

Bus Shelters, map case and solar lighting system shall be of the size and mount-type as specified in the Plans. Bus Shelters shall be manufactured by Tolar Manufacturing Company, Inc. [Patrick Merrick, 258 Mariah Cir, Corona, CA 92879, (951) 808-0081] as depicted on the Plans. Contractor shall coordinate a tour of the Tolar Manufacturing facility for City personnel to review the manufacture of the Shelters.

REQUIREMENTS:

The Contractor shall submit the manufacturer's product data (including finish data), installation specifications and other data required to demonstrate compliance with the specified item.

Solar lighting temperature shall be 4000K.

Shelters shall be "Terra Brown", RAL 8028, in color.

Letters on the sign panel shall be of Gil Sans font type, Matthews Paint Color, MP20504, "Saturn Gold Metallic".

Deliver, store, and handle all Shelters to prevent damage and deterioration.

Install Shelters in coordination with sidewalk installation work and to minimize disruption of bus stop use by all patrons.

Examine subgrades, finished surfaces, and installation conditions. Do not start any Shelter installation work until unsatisfactory conditions are corrected.

Remove loose material and debris from base surface before placing Shelters.

Locate and layout Shelters and obtain Engineer's acceptance of layout prior to installation. One full scale bus shelter shall be delivered to a City location to be designated for inspection and approval prior to manufacturing of the remaining bus shelters.

Install Shelters per manufacturer's specifications and/or recommendations. Following installation, Contractor shall ensure Shelters are secure and stable.

Shelters shall be set in place as indicated on the Plans and as approved by the Engineer. Shelters shall be installed level and plumb.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from Shade Shelter installation work.

Protect Shelters from damage during construction.

Provide operating manual for the Solar Lighting System.

900-1.03 BENCHES AND TRASH RECEPTACLES

GENERAL

Work under this section includes the installation of new benches and trash receptacles at locations as shown on the Plans. Benches and Trash Receptacles shall be procured from Landscape Forms [7800 E. Michigan Ave, ([\(800\) 430-6209](tel:8004306209)) Kalamazoo, Michigan 49048].

MATERIALS

Benches shall be by Landscape Forms Plainwell model. The bench shall be aluminum, 72" in length, with center arm, surface mounted. Color: Bronze Metallic powder coat finish per manufacturer's standard coating system. Verify color selection with Engineer prior to placing order.

Trash Receptacles shall be by Landscape Forms, Plainwell model, or approved equal. The trash receptacle shall be aluminum, have side opening (lid) and be surface mounted. Side Panel and Frame Color: Bronze Metallic powder coat finish per manufacturer's standard coating system. Verify color selection with Engineer prior to placing order.

REQUIREMENTS

Contractor shall submit the manufacturer's product data (including finish data), installation specifications and other data required to demonstrate compliance with the specified item.

Deliver, store, and handle all benches and trash receptacles to prevent damage and deterioration.

Install in coordination with underslab and sidewalk installation work. Benches and trash receptacles shall be bolted to the sidewalk in accordance with manufacturer's recommendations and City approval.

Examine subgrades, finished surfaces, and installation conditions. Do not start any bench and trash receptacle installation work until unsatisfactory conditions are corrected.

Remove loose material and debris from base surface before placing benches and trash receptacles.

Locate and layout benches and trash receptacles, and obtain Engineer's acceptance of layout prior to installation.

Benches and trash receptacles shall be set in place as indicated on the Plans and as approved by the Engineer. Benches and trash receptacles shall be installed level and shall not wobble.

Install benches and trash receptacles per manufacturer's specifications and/or recommendations. Tamper proof loss prevention fastener hardware shall be used in

the installation of the benches and trash receptacles.

Following installation, Contractor shall ensure benches and trash receptacles are secure and stable.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from bench and trash receptacle installation work.

Protect benches and trash receptacles from damage during construction.

900-1.04 MAP CASES

GENERAL:

Work under this section includes providing and installing of new map cases at locations as shown on the Plans.

MATERIALS:

Map case shall be of the size and mount-type as specified in the Plans. Map cases shall be manufactured by Tolar Manufacturing Company, Inc. [Patrick Merrick, 258 Mariah Cir, Corona, CA 92879, (951) 808-0081].

REQUIREMENTS:

The Contractor shall submit the manufacturer's product data (including finish data), installation specifications and other data required to demonstrate compliance with the specified item.

Deliver, store, and handle all map cases to prevent damage and deterioration.

Install map cases in coordination with bus shelter installation work.

Install map case per manufacturer's specifications and/or recommendations.

Map cases shall be installed level and plumb.

Protect map cases from damage during construction.

900-1.05 CITY SEAL AND CITY NAME LETTERING

GENERAL:

Work under this section includes providing and installing of new signage (city seal and city name lettering) at locations as shown on the Plans.

MATERIALS:

City Seal shall be aluminum as shown on the plans. Contractor shall provide a submittal of the artwork, materials, and powder coat colors to match City standards.

Letters on the sign panel shall be aluminum as shown on the plans, Font shall be Gil Sans font type. Powder coat color shall be Matthews Paint Color, MP20504, "Saturn Gold Metallic". Provide submittal.

Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.

Use fasteners fabricated from same basic metal as fastened metal, unless otherwise indicated. Do not use metals that are corrosive or incompatible with materials joined.

Provide tamper-proof mechanical fasteners for interconnecting components and for attaching them to other work, unless otherwise indicated.

REQUIREMENTS:

Fabricate to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads. Provide color samples for approval.

Assemble in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

Fabricate connecting members by welding unless otherwise indicated. Cope components at perpendicular and skew connections to provide close fit, or use fittings designed for this purpose. Weld connections continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

Provide brackets, flanges, miscellaneous fittings, and anchors to interconnect members to other work, unless otherwise indicated.

Fabricate anchorage devices capable of withstanding structural loads. Coordinate anchorage devices with supporting structure as indicated.

Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges.

Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated.

Cut, reinforce, drill, and tap components, as indicated, to receive finish hardware, screws, and similar items.

Fabricate joints that will be exposed to weather in a watertight manner.

Fit exposed connections together to form tight, hairline joints.

Perform cutting, drilling, and fitting required to install all Work noted under this section. Set fabrications accurately in location, alignment, and elevation; measure from established lines and levels and free from rack.

Do not weld, cut, or abrade surfaces of components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

Adjust components before anchoring to ensure matching alignment at abutting joints. Space components at interval indicated, but not less than that required by structural loads.

Use anchorage devices and fasteners where necessary for securing components and for properly transferring loads to in-place construction.

Protect finishes of all components from damage during construction period with temporary protective coverings approved by metal fabricator. Remove protective coverings at the time of Substantial Completion.

Clean and restore finishes damaged during installation and construction period so no evidence remains of installation or correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units as required.

END OF DOCUMENT

APPENDIX I
SAMPLE CONSTRUCTION SERVICES AGREEMENT AND BOND FORMS

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN CITY OF LAGUNA NIGUEL AND
[Contractor TBD]
FOR
Bus Shelter Replacement Project, Cash Contract No. 24-08**

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“**Agreement**”) is made and entered into on _____ (“**Effective Date**”), by and between the City of Laguna Niguel, a California municipal corporation and [Contractor TBD], a [State] Corporation (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties**.” Contractor’s State License Number is XXXXXX and DIR Registration Number is XXXXXXXX.

RECITALS

- A. City desires a public works project for Bus Shelter Replacement Project, Cash Contract No. 24-08 (“**Project**”) and issued a Notice Inviting Bids dated _____, for the Project.
- B. Bids for the Project were received, publicly opened, and declared on the date specified in said notice, or as otherwise accepted and processed through those procedures and approvals authorized under the City of Laguna Niguel Municipal Code.
- C. City accepted the bid of Contractor dated [Month, Day, 2025], pursuant to legal requirements and selected Contractor for the Project.
- D. City desires to retain Contractor, on an independent contractor basis, for the Project, as more particularly described below.
- E. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- F. Pursuant to the City of Laguna Niguel Municipal Code and California state law, City has authority to enter into and execute this Agreement.
- G. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements (collectively referred to herein as the “**services**” or “**work**” hereunder) in the Contract Documents for Bus Shelter Replacement Project, Cash Contract No. 24-08 (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. By entering into this Agreement, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Project Manager, architects, inspectors, engineers, or utilities. As used herein, “**Contract Documents**” refers to all of the following documents, all of which are component parts of this Agreement as if herein set out in full or attached hereto:

- A. Notice of Inviting Bids, Bid Forms & Instructions to Bidders
- B. Scope of Work, if any
- C. Plans for the Project, if any
- D. Project Construction Schedule
- E. General Specifications and Provisions, if any
- F. Special Provisions for the Project, if any
- G. Standard Specifications
- H. Technical Specifications
- I. Addendum(s) as issued
- J. Contractor’s Signed Bid Proposal and Information Required of Bidder
- K. Designated Subcontractors List, if any
- L. Bid Bond, Performance Bond, Labor & Materials Payment Bond, and any other Bonds as required by this Agreement
- M. Insurance Certificates and Written Endorsements

N. Notice to Proceed (issued by the City)

O. Notice of Completion (issued by the City at final completion of the project)

P. Guaranty Form

Q. All Changes Orders properly authorized after execution of Agreement.

The Contract Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2024 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein as the Standard Specifications, except as explicitly modified herein or by the Contract Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a public work as defined in Labor Code section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code section 1771. Pursuant to Labor Code section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and on the DIR website at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the sum of \$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 this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Labor Code section 1776; certify and make such payroll records available for inspection as provided by Labor Code section 1776; and inform the City of the location of the records. Contractor shall submit all required reporting and records directly to the DIR.

(f) Apprentices. 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility.

Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

(j) Workers' Compensation. California Labor Code sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code section 1861 and Section 5.1 and 5.2 of this agreement, 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.”

(k) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

1.4 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, state or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns shall not be liable at law or in equity for failure of Contractor to comply with this Section.

1.5 Licenses, Permits, Fees and Assessments.

Contractor has California State Contractor's License Board License Classification [License Class], No. [License No.] and shall maintain said license and obtain and maintain, at its sole cost and expense, such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers,

employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting Parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from

the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the Plans and Specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4216 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. Pursuant to Government Code Sections 4216 through 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the California Code of Regulations. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement, to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) calendar days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and/or replace any portions of the work (or work of other contractors or subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless an authorized written change order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Compensation Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and City's authorized representative, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to XX% of the Compensation Sum or any increase in the time to perform of up to 30 ☐calendar / ☒working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of

Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Compensation Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid within the Contract Documents. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

- (i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.
- (ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.
- (iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Compensation Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit A and incorporated herein by this

reference. In the event of a conflict between the provisions of Exhibit A and any other provisions of this Agreement or the Contract Documents, the provisions of Exhibit A shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Compensation Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount of [Amount in word] Dollars (\$XXXXXX) as set forth in Contractor's Bid dated [Date], and included in the Contract Documents incorporated herein by this reference ("Compensation Sum"). Subject to any additions or deductions that may be made by Change Order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total compensation no greater than, including reimbursement of Contractor's expenses, an amount not to exceed the contingency amount of [Amount in word] Dollars (\$XXXXXX) plus the Compensation Sum for a total of [\$XXXXXX] ("Contract Sum") for completion of the work.

2.2 Invoices.

(a) Unless otherwise agreed upon by the parties, each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form provided in the Contract Documents incorporated herein. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

(b) All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment generally within thirty (30) calendar days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) calendar days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) calendar days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was

rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) calendar days from final acceptance of the work as defined in paragraph 3.4 herein. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.4 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) calendar days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within 90 ☐calendar / ☒ working days ("**Contract Time**") after receiving a "**Notice to Proceed**" from the City in accordance with any schedule

contained in or required to be provided by the Proposal or Contract Documents, and any revisions thereof approved by the City in writing. All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time periods, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Pursuant to Government Code section 53069.85, if work is not completed in strict compliance with Section 3.1 of this Agreement or in strict accordance with the schedule of performance provided by any schedule contained in or required to be provided by the Contract Documents (such deadlines collectively referred to herein as "**Agreement Deadlines**"), it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor and its sureties shall pay to the City the sum of \$1000.00 for each and every calendar day of delay beyond the completion date in Section 3.1 of this Agreement, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents, or beyond the time indicated in the Contract Documents for any individual activity to be performed pursuant to the Agreement. Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Contract Documents. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Agreement Deadlines, a completion schedule, the Project schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This Section does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek other damages. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of a utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Section 3.1 and pursuant to this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, (with the express exception of delays arising from the impact of COVID-19 and its variants to the extent such impact is foreseeable or should have reasonably been foreseeable), if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when

and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

Contractor's ownership, management and licensing is tied to specific principal representatives ("**Principals**") who are designated as [Name, Title, Phone, Email]. The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the Project Manager. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify (and, as required by law, secure City approval in regards to subcontractors before changes in Contractor's subcontractors, of) City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.2 Project Manager.

The **Project Manager** shall be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Independent Contractor.

Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Contractor or any officer, employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Contractor shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Contractor, or any officer, employee, agent, or subcontractor Contractor used to provide services under this Agreement, is/are employees of City.

4.4 Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City and in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, et seq. Contractor shall be responsible for ensuring compliance by any subcontractor or lower tier subcontractor under it with this Agreement, all state and federal laws, codes and regulations, and municipal ordinances and regulations of City. All subcontractors shall obtain, at its or Contractor's

expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be voidable at the option of City. No approved transfer shall release the Contractor, or any surety or insured of Contractor, of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to City, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, as marked by checkmark, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees, agents, designated volunteers, and attorneys of City. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor ninety (90) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation solely in regards to insurance coverage.

(a) ☒ General liability insurance. A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, and a \$1,000,000 completed operations aggregate. Contractor must maintain a policy of commercial general liability insurance for as long as there is a statutory exposure to completed operations claims.

(b) ☒ Automobile liability insurance. A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(c) ☒ Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least \$1,000,000), which shall each indemnify, insure and provide legal defense for Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the work or services contemplated in this Agreement. In addition, Contractor shall require each subcontractor to similarly maintain a policy of worker's compensation insurances and employer's liability insurance in according with the laws of the State of California for all of the subcontractor's employees.

(d) ☐ Builder's Risk Insurance. Contractor shall maintain, from upon commencement of work and through the entire duration of the Project until only the City has an insurable interest, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. All subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the Builder's Risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project. Policy shall be provided for replacement value on an "all risk" basis for the completed value of the Project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) ☒Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(f) Excess Liability and Umbrella Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

5.2 General Insurance Requirements.

(a) Proof of Insurance, Enforcement and Notice. No work or services under this Agreement shall commence until both Contractor has provided City with insurance certificates, endorsement forms and appropriate insurance binders, signed by a person authorized by the Insurer to bind coverage on its behalf, evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) Cancellation/Amendment. All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment of premium) to City. In the event any of said policies of insurance are amended or cancelled, Contractor shall, five (5) business days prior to the cancellation date, submit new evidence of insurance, or reinstatement of policy, in conformance with this Agreement to City.

(c) Additional Insureds. All of the above policies shall name City and its elected and appointed officers, employees, agents and designated volunteers (“City Parties”) as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) Primary, Subrogation, Contribution and Coverage. All of the above policies of insurance shall be primary insurance. The insurers for above policies, Contractor and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Contractor’s insurance. If Contractor maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) Limitations, Self- Insured Retention and Deductibles. Contractor agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor’s activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor’s indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention (without impairment of obligation of primary insured under this Agreement to satisfy any self-insured retention). Any deductibles or self-insured retentions must be declared to and approved by City. At City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys’ fees, defense expenses and claims.

(f) Completed operations coverage. Completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or

indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

(g) Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of Article 5 of this Agreement. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

5.3 Indemnification.

(a) General Obligations. Contractor agrees, to the full extent permitted by law, to immediately indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns (each an “**Indemnatee**” and collectively, “**Indemnitees**”) against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages or injuries to persons or property, demands, expenses, losses, costs, penalties, obligations, errors, omissions or liabilities of any kind that may be asserted or claimed by any person, firm or entity arising out of, pertaining to, incident to or in connection with any alleged acts, errors or omissions of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (each an “**Indemnitor**” and collectively, “**Indemnitors**”) in connection with the performance of Contractor’s Services, or arising from Indemnitors’ reckless or willful misconduct, or arising from Indemnitors’ negligent performance of or failure to perform the work, operations or activities provided herein, or any term, provision, covenant or condition of this Agreement, with such negligence or failure to perform to be determined by the City (herein “**Claims or Liabilities**”), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitees will reimburse and pay for all costs and expenses, including legal costs and attorneys’ fees, incurred by Indemnitees in connection therewith; and, 2) Contractor will promptly pay and satisfy any judgment, award or decree rendered against Indemnitees, and reimburse Indemnitees for the cost of any settlement paid by Indemnitees, for any such Claims or Liabilities, and will save and hold Indemnitees harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence, active negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence. The indemnification provided herein includes Claims or Liabilities arising from any

negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence, active negligence or willful misconduct of City, Contractor will be obligated to pay for City's defense until either such time as a final judgment has been entered adjudicating, or agreement between the Parties is reached determining, City as solely negligent, actively negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination or agreement to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation. In instances where City is shown to have been actively negligent and/or engaged in willful misconduct, and where City's active negligence and/or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence and/or willful misconduct of City. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under Section 5.2 of this Agreement. Such offset, if any, does not satisfy any amount, greater than the offset, due to City from Contractor.

5.4 Notification of Third-Party Claims.

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, unless otherwise expressly provided in the Contract Documents, Contractor shall deliver to the City all of the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the Compensation Sum.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the Compensation Sum.

All bonds shall be on the applicable forms provided in the Contract Documents incorporated herein. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney.

5.6 Sufficiency of Surety.

Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation solely in regards to bond coverage.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, including but not limited to in accordance with the requirements of Labor Code section 1776, shall be complete and detailed, and shall be readily accessible. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained either for a period of no less than four (4) years following completion of the services hereunder, or for such period of time as required by applicable law, whichever period of time is longer. City shall have access to such books and records in the event any audit is required. In accordance with Government Code section 8546.7 records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. Contractor shall fully cooperate with the City in providing access to any and all Contractor books and records, and any other applicable documents, if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically submit written reports to the Project Manager concerning performance of the services, upon request, and/or as necessary for Project Manager to be informed of both performance of services as well as any decisions which must be made by City or Project Manager. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “**documents and materials**”) prepared (regardless of whether complete or incomplete) by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents and materials under express condition that Contractor agrees such documents and materials are the sole property of City. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential, unless such information is in the public domain. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work, shall be made without prior written authorization from City. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor immediately gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Contractor shall immediately notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of

deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder; b) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, c) Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Default of Contractor.

(a) It is City's right to suspend or terminate this Agreement upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the work required under this Agreement with diligence to ensure timely completion of the Project pursuant to Section 3.1; (2) Contractor fails to comply with the provisions of this Agreement; (3) Contractor violates any ordinance, regulation, state or federal law which applies to its performance under this Agreement; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the work or the Project, and/or; (9) Contractor disregards proper directives of the architect, inspector, or Project Manager under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

(b) In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to

terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

(c) Contractor shall be liable for damages sustained by City from the termination of the Agreement under this Section 7.2, including, but not limited to, all cost necessary for repair and completion of the work. City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the work pursuant to this Agreement, said expenditures shall be deducted from the amounts withheld (and if such deduction does not fully compensate City for said expenditures, then Contractor remains fully liable for the remaining balance owed to City). Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

7.3 Suspension or Termination.

The City may at any time, for any reason (including but not limited to for City's convenience, environmental considerations, or when it is in the best interests of the City), with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) calendar days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion. Upon receipt of a termination notice, Contractor shall immediately discontinue the work and placement of orders for materials, facilities and supplies in connection with the performance of this Agreement, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Agreement.

7.4 Dispute Resolution Process.

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 as set forth below. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract

Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim’s cost, if any.

(vi) Analysis of the claim’s time/schedule impact, if any.

(c) City’s Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of

the claim, and the City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

- (ii) Within 30 calendar days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.
- (iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than \$50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

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

- (i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- (ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through

negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
- (iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

- (i) Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 calendar days by both Parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement

of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

- (ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.
- (iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

7.5 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

7.8 Legal Action.

In addition to any other rights or remedies, and as consistent with this Agreement and applicable law, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Contractor written notice describing the conflict. No officer or employee of the City shall have any financial

interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class. Contractor shall require the foregoing covenants to be placed in agreements with all subcontractors.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the name and title of the Project Manager, at City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677, and in the case of Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Contractors State License Board Notice.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing, approved by the Contractor and by the City, and consistent with the Laguna Niguel Municipal Code. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 No Undue Influence.

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial

arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies for default in Section 7.2 and any and all remedies at law or equity.

9.9 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

9.10 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF LAGUNA NIGUEL, a California
municipal corporation

Tamara S. Letourneau, City Manager

ATTEST:

Marissa J. Asistin, City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

Scott C. Smith, City Attorney

CONSULTANT:

[Contractor TBD], a [State] Corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT A

**SPECIAL REQUIREMENTS
(Superseding Agreement Template)**

NOT APPLICABLE

EXHIBIT B

FAITHFUL PERFORMANCE BOND

SEE ATTACHED

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Laguna Niguel, California ("CITY"), awarded to _____, ("Principal") a contract for the work ("Contract") described as Bus Shelter Replacement Project, Cash Contract No. 24-08 ("Project") in the amount of _____ Dollars (\$ _____) ("Penal Sum"); and,

WHEREAS, the 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 Surety, _____ ("SURETY"), a California admitted **surety** insurer, are held and firmly bound, by these presents, unto the CITY for one hundred percent (100%) of the total amount payable by the CITY under the terms of the Contract, lawful money of the United States of America, for 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 Principal, its heirs, executors, administrators, successors, assigns, and subcontractors, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the Contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding Contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employees, of and from any and all loss, damage, and expense, including costs and reasonable attorney's fees, from which the CITY, its officers, agents and employees, may sustain by reason of Principal's failure to do so, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one year after the acceptance of the work by CITY, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the CITY from loss or damage made evident during the period of one year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in Penal Sum thereof shall remain in full force and effect. The obligation of SURETY hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or the Principal or SURETY's obligations under the Contract, law or equity,

including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract, the CITY having performed the CITY's obligations thereunder, the SURETY shall promptly remedy the default pursuant to the Contract Documents, or shall promptly, at the CITY's option:

1. Immediately deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations; or
2. SURETY's takeover of the performance obligations to complete the Contract by entering into an agreement with a completion contractor with terms and conditions consistent with the original contract between CITY and Principal; or
3. SURETY shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsive and responsible bidder, prepare a contract between such bidder and the CITY (to the CITY's satisfaction), and make available as work progresses sufficient funds to pay the cost of completion less the balance of that contract price, but not exceeding, including other costs and damages for which SURETY may be liable hereunder, the Penal Sum.

The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modifications thereto, less the amount previously properly paid by the CITY to the Principal.

SURETY expressly agrees that the CITY may reject any contractor or subcontractor, which may be proposed by SURETY in fulfillment of its obligations in the event of default by the Principal. SURETY shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work if the CITY, when declaring the Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the CITY named herein or the successors or assigns of the CITY.

The SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract or Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, amendment, extension of time, alteration or modification of the Contract or Project documents or of work to be performed thereunder, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, 2025.

NOTE:

1. This Bond must be executed in duplicate and dated.
2. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.
3. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.
4. 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.

PRINCIPAL'S SIGNATURE	
Principal Name:	_____
By:	_____
	Signature (above)
Type or Print Name:	_____
Title:	_____
Note: Attach the Notary Public Acknowledgement of Principal's Signature	

SURETY'S SIGNATURE	
Surety's Name:	_____
By:	_____
	Signature of Attorney-in-Fact for Surety (above)
Type or Print Name of Attorney-in-Fact: _____	
Note: Attach (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature	

CONTACT INFORMATION FOR NOTICES TO THE SURETY	
Contact Name:	_____
Mailing Address:	_____
City, State, Zip Code:	_____
Email Address:	_____
Telephone No.:	_____

EXHIBIT C

LABOR AND MATERIALS PAYMENT BOND

SEE ATTACHED

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of Laguna Niguel, California ("CITY"), awarded to _____ ("Principal") a contract for the work ("Contract") described as Bus Shelter Replacement Project, Cash Contract No. 24-08 ("Project"); and

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

NOW, THEREFORE, we, the undersigned Principal and Surety

_____, ("SURETY"), a California admitted surety insurer, are held and firmly bound, by these presents, unto the CITY and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ _____), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to the work or labor performed under the Contract, which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, that the SURETY will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed 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 as amended), 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 (and as amended), 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, for value received, 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, or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, amendment, extension of time, alteration, or modification of the Contract or the specifications accompanying the same, or of the work to be performed thereunder.

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

The prevailing party on any dispute (whether legal, equitable, or otherwise) regarding the interpretation, enforcement, and respective rights and obligations under this bond shall be entitled to recovery of reasonable attorney's fees and costs (including but not limited to consultant's and/or expert fees and costs)

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, 2025.

NOTE:

1. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.
2. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.
3. 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.

PRINCIPAL'S SIGNATURE	
Contractor/Principal Name:	_____
By:	_____
	Signature (above)
Type or Print Name:	_____
Title:	_____
Note: Attach the Notary Public Acknowledgement of Principal's Signature	

SURETY'S SIGNATURE	
Surety's Name:	_____
By:	_____
	Signature of Attorney-in-Fact for Surety (above)

Type or Print Name of Attorney-in-Fact:	
Note: Attach (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature	

CONTACT INFORMATION FOR NOTICES TO THE SURETY	
Contact Name:	_____
Mailing Address:	_____
City, State, Zip Code:	_____
Email Address:	_____
Telephone No.:	_____

APPENDIX II
BUS SHELTER GRAPHICS
SEE ATTACHED

Standard



Bus Shelter Design

City of Laguna Niguel

Kimley»Horn

Date: 8/25/25

Metrolink



Bus Shelter Design

City of Laguna Niguel

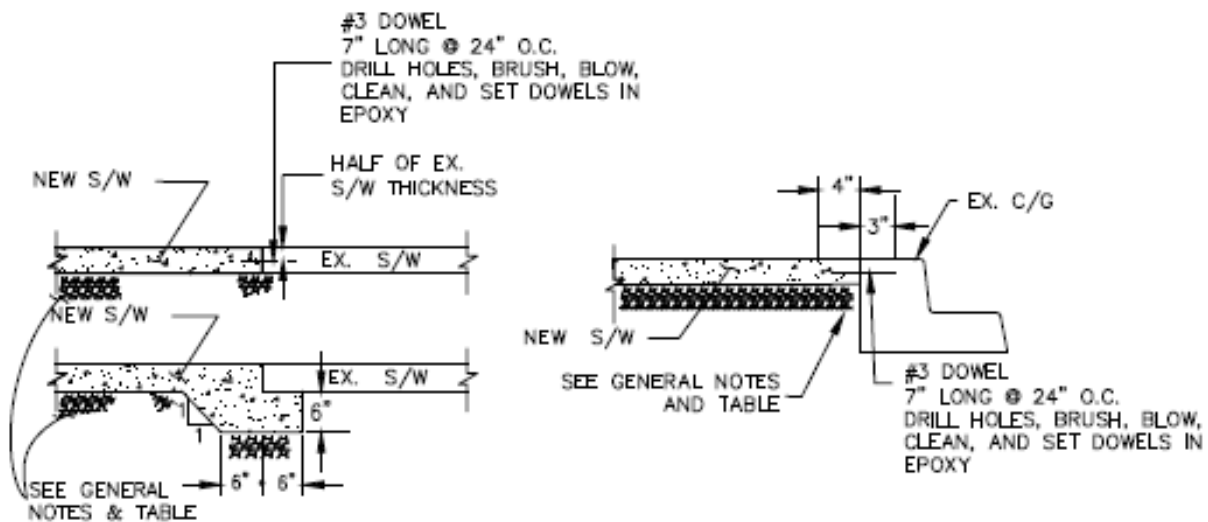
Kimley»Horn

Date: 8/25/25

APPENDIX III
OCPW STANDARD PLAN NO. 1204 MODIFIED
SEE ATTACHED

GENERAL NOTES

1. SP1204 SHALL BE USED FOR COUNTY PROJECTS, WHEN REQUIRED BY THE ENGINEER OR GEOTECHNICAL ENGINEER OR IN ABSENCE OF PROJECT-SPECIFIC GEOTECHNICAL RECOMMENDATIONS.
2. THE EXPANSION INDEX TEST FOR SUBGRADE SOILS SHALL BE DETERMINED BY ASTM D4829 TEST METHOD.
3. SEE TABLE 1204-1 ON SHEET 3 FOR SUBGRADE PREPARATION, AGGREGATE BASE, PCC SIDEWALK THICKNESS, REINFORCEMENT, THICKENED EDGE, DOWELS, AND WEAKENED PLANE JOINT SPACING.
4. STEEL REINFORCEMENT SHALL BE #3 BARS GRADE 40.
5. DOWELS SHALL BE 7" LONG #3 BARS GRADE 40.
6. PROVIDE THE DOWEL JOINT AT THE EXPANSION JOINT FOR NEW SIDEWALK AND CURB & GUTTER.
7. THE FOLLOWING STANDARDS SHALL BE USED WHERE EXPANSION INDEX > 20, UNLESS SUPERSEDED BY THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.



NEW SIDEWALK TO EXISTING SIDEWALK

1. IF EXISTING SIDEWALK IS LESS THAN 4" THICK, USE 6" DEEP X 12" WIDE PCC KEY WITHOUT DOWEL CONNECTION.
2. IF THE EXISTING SIDEWALK IS 4" THICK OR GREATER, USE #3 DOWEL CONNECTION.

NEW SIDEWALK TO EXISTING CURB

1. WHERE NEW DRIVEWAY DEPRESSION IS ADDED, REPLACE EX. CURB & GUTTER BETWEEN THE NEAREST JOINTS & POUR CURB & GUTTER MONOLITHICALLY.
2. DAMAGED CURB & GUTTER REPLACEMENT SHALL BE MONOLITHIC.

ABBREVIATIONS:

EX. - EXISTING
S/W - SIDEWALK
F/C - FACE OF CURB
L/G - LIP OF GUTTER
C/G - CURB & GUTTER
CMB - CRUSHED MISCELLANEOUS BASE
CAB - CRUSHED AGGREGATE BASE

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

Chad Bay
Khalid Bazmi, County Engineer

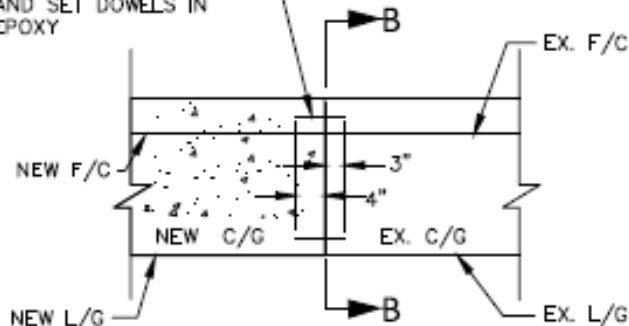
STD. PLAN

1204

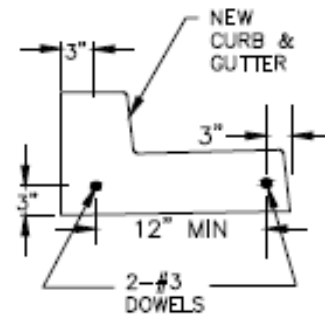
SHT. 1 OF 3

SIDEWALK ON EXPANSIVE SOILS

USE 2-7" LONG, #3
DOWEL DRILL HOLES,
BRUSH, BLOW, CLEAN,
AND SET DOWELS IN
EPOXY

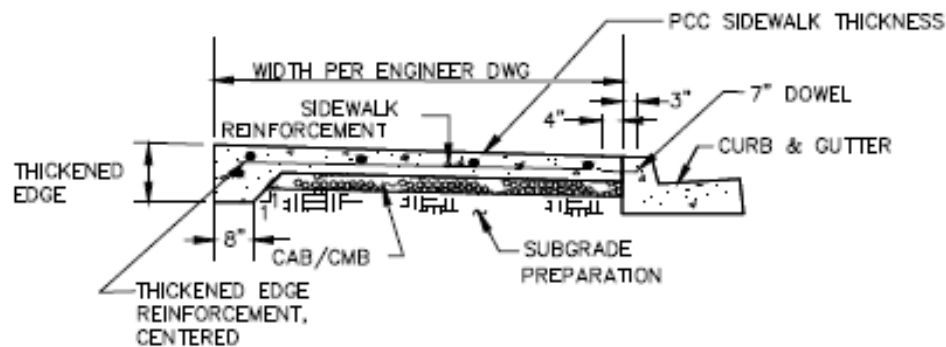


PLAN VIEW



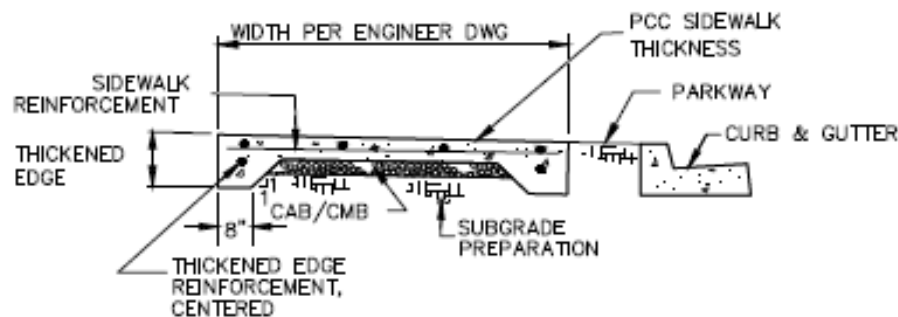
SECTION B-B

NEW CURB & GUTTER TO EXISTING CURB & GUTTER



NEW CURB-ADJACENT SIDEWALK AT NEW OR EXISTING CURB

SEE TABLE 1204-1 ON SHEET 3



NEW NON-CURB-ADJACENT SIDEWALK AT NEW OR EXISTING CURB

SEE TABLE 1204-1 ON SHEET 3

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Chad Bay
Malid Bazmi, County Engineer

Revision: August 2018

STD. PLAN

1204

SIDEWALK ON EXPANSIVE SOILS

SHT. 2 OF 3

TABLE 1204-1 Sidewalks on Expansive Soils										
Subgrade Preparation, Aggregate Base, Sidewalk Thickness, Reinforcement, Thickened Edges, Dowels and Weakened Plane Joint Spacing										
Non-Vehicular PCC Sidewalks, Width 6 Feet or Less										
E.I. per ASTM D4829	Expansion Potential	Subgrade Prep, Min % over Optimum Moisture	Min Depth of Subgrade Prep, Inches	Min Depth of CAB or CMB under PCC, Inches	Minimum Sidewalk Thickness, Inches	Sidewalk Reinforcement, both directions	Thickened Edge	Thickened Edge Reinforcement	Doweling into Adjacent Curbs & Flatwork	Weakened Plane Joint Spacing, feet
0 - 20	Very Low	N/A	N/A	None	4"	None	None	N/A	None	6'
21 - 50	Low	2%	12"	None	4"	None	None	N/A	7" long #3 Bar @ 24"	6'
51 - 90	Medium	3%	12"	2"	4"	None	None	N/A	7" long #3 Bar @ 24"	6'
91 - 130	High	5%	18"	2"	4"	None	None	N/A	7" long #3 Bar @ 24"	5'
>130	Very High	5%	18"	2"	4"	None	None	N/A	7" long #3 Bar @ 24"	5'
Non-Vehicular PCC Sidewalks, Width Greater than 6 Feet										
E.I. per ASTM D4829	Expansion Potential	Subgrade Prep, Min % over Optimum Moisture	Min Depth of Subgrade Prep, Inches	Min Depth of CAB or CMB under PCC, Inches	Minimum Sidewalk Thickness, Inches	Sidewalk Reinforcement	Thickened Edge, inches	Thickened Edge Reinforcement	Doweling into Adjacent Curbs & Flatwork	Weakened Plane Joint Spacing, feet
0 - 20	Very Low	N/A	N/A	None	4"	None	N/A	N/A	None	8'
21 - 50	Low	2%	12"	None	4"	#3 Bars @ 24" both ways	10"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	8'
51 - 90	Medium	3%	12"	2"	5"	#3 Bars @ 24" both ways	10"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	8'
91 - 130	High	5%	12" 18"	2"	5"	#3 Bars @ 24" both ways	12"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	5'
>130	Very High	5%	18"	2"	5"	#3 Bars @ 24" both ways	12"	1- #3 Bar Longitudinal	7" long #3 Bar @ 24"	5'

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Chad Bay
Maid Bazmi, County Engineer

Revision: August 2018

SIDEWALK ON EXPANSIVE SOILS

STD. PLAN

1204

SHT. 3 OF 3