

**CITY OF WESTLAKE VILLAGE
CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS
FOR THE
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**



All Questions Due

December 9th, 2016
By Noon

**Final Addendum Issued
(if needed)**

December 12th, 2016

Bid Opening

**December 16, 2016
11:00 AM**

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FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

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**NOTICE INVITING SEALED BIDS
FOR THE
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

NOTICE IS HEREBY GIVEN that the City of Westlake Village as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 31200 Oak Crest Drive, Westlake Village, California 91361, up to the hour of **11:00 AM on December 16th, 2016**, at which time they will be publicly opened. Copies of the Contract Documents and Specifications are available from the AGENCY's Website at www.wlv.org. PDF documents are available for download free of charge. Hard copies are available at 31200 Oak Crest Drive, Westlake Village, California 93161 upon payment of a \$15.00 non-refundable fee if picked up, or payment of a \$30.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the City will send out for the pickup price.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The AGENCY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Bid forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, "**SEALED BID FOR THE CITY OF WESTLAKE VILLAGE CURB RAMP CONSTRUCTION PROJECT FISCAL YEAR 2016 - 2017, DO NOT OPEN WITH REGULAR MAIL.**" The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY. The bid guaranty shall be an amount equal to ten percent (10%) of the total maximum amount bid with their proposals as required by California law.

The contract will not be awarded to a bidder who does not hold a valid Class "C-8 and/or A" license in accordance with the provisions of the California Business and Professions Code at the time of the bid submittal and contract award. The award of contract, if made, will be to the lowest responsive and responsible bidder as determined solely by the AGENCY. Responsibility of bidders shall be determined in accordance with the criteria set forth in the Instructions to Bidders. The AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of sixty (60) days.

By order of the City Council of Westlake Village, California

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**INSTRUCTIONS TO BIDDERS
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 – 2017**

BID FORMS

Bids shall be submitted in writing on the bid forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any bid not meeting these requirements. For additional information, please contact Beau Thompson at bthompson@willdan.com Only written or emailed questions will be accepted.

BID GUARANTEE

Bids must be accompanied by a bid guarantee consisting of a certified check, cashier's check or bidder's bond payable to the AGENCY or cash deposit in the amount not less than 10 percent of the total amount bid. Any bid not accompanied by such a guarantee will be deemed nonresponsive and will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, its bid guarantee shall be forfeited to the AGENCY. The bid guarantee of each bidder will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF BID

Bids shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR THE CITY OF WESTLAKE VILLAGE CURB RAMP CONSTRUCTION PROJECT FISCAL YEAR 2016 - 2017 FISCAL, DO NOT OPEN WITH REGULAR MAIL.**" Bids may be mailed or delivered by messenger. It is the bidder's responsibility alone to ensure delivery of the bid to the hands of the AGENCY's City Clerk prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late bids will not be opened or considered.

WITHDRAWAL OF BIDS

A bid may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's City Clerk prior to one hour in advance of the bid opening hour stipulated in the Notice Inviting Sealed Bids. Bids may not be withdrawn after such hour without forfeiture of the bid guarantee. The withdrawal of a bid will not prejudice the right of the bidder to submit a new bid, providing there is time to do so.

IRREGULAR BIDS

Unauthorized conditions, limitations, or provisions attached to a bid will render it irregular and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures without dated acknowledgment by the principal for the bidder. Alternative bids will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one bid, all such bids will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal bid as a prime contractor. Bids will not be accepted from bidders who are not licensed in accordance with the provisions of the State Business and Professions Code; and who do not possess a State Contractor's License, Class "C-8 AND/OR A," at the time of bid submittal.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of a bid.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the Engineer. Requests for consideration of equivalents must be submitted in writing within 35 days after award of agreement and must allow sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the Engineer without delaying the work.

LEGAL RESPONSIBILITIES

All bids must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not. Any bidder submitting a bid shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsive and responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take the bids under advisement for a period of sixty (60) days, all as may be required to serve the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Engineer's Cost Estimate.

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**BID
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

TO THE CITY OF WESTLAKE VILLAGE, as AGENCY:

In accordance with AGENCY s Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire scope of work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates WITHIN TEN WORKING DAYS, not including Saturdays, Sundays and legal holidays, after the AGENCY has mailed notice of the award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY s option, be considered null and void.

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**BID
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

Bids will be received until 11:00 AM on December 16th at the City of Westlake Village, City Hall Building, 31200 Oak Crest Drive, Westlake Village, CA 91361 (818) 706-1613.

For any questions regarding the Contract Documents, Specifications, proposal or other bidding documents, please contact Beau Thompson at bthompson@willdan.com or fax (818) 706-1391. Only written or emailed questions will be accepted.

Forfeiture Due to Delay \$250.00 Per Calendar Day (Section 6-9).

The project insurance requirements are per Section 7-3 of the project standard specifications.

Contract Period:

- Thirty (30) working days – Construction Period

BIDDER SHALL COMPLETE:

Bidder's Name _____
 Street Address _____
 City _____ State _____ Zip Code _____
 Telephone Number _____ Fax Number _____
 Email Address _____
 State Contractor's License No. _____

| The following addenda are acknowledged: | Number | Dated | Initials |
|--|--------|-------|----------|
| (Bidder must fill in number and date of each addendum or may enter the word "none" if appropriate) | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| | _____ | _____ | _____ |

 BIDDER'S NAME

 DATE

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**SCHEDULE OF WORK AND UNIT PRICES
FOR
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

| ITEM NO. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|----------|---|------|-----|------------|-------------|
| 1. | Mobilization | LS | 1 | \$ | \$ |
| 2. | Village Center Rd. at Henley Ct. <ul style="list-style-type: none"> • Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 2 | \$ | \$ |
| 3. | Village Center Rd. at Sevenoaks Ct. <ul style="list-style-type: none"> • Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 2 | \$ | \$ |
| 4. | Village Center Rd. at Yorkfield Ct. <ul style="list-style-type: none"> • Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 2 | \$ | \$ |
| 5. | Village Center Rd. at Beaconsfield Ct <ul style="list-style-type: none"> • Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 4 | \$ | \$ |
| 6. | Shropshire Rd. at Dunraven Ct. <ul style="list-style-type: none"> • Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 2 | \$ | \$ |
| 7. | Lake Harbor Ln. at Harborview Ln. <ul style="list-style-type: none"> • Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 1 | \$ | \$ |
| 8. | Lake Harbor Ln. at Beachview Ln. <ul style="list-style-type: none"> • Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 1 | \$ | \$ |

| ITEM NO. | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|--------------------|--|-----------------------------|-----|------------|-------------|
| 9. | Lake Harbor Ln. at Beachlake Ln. <ul style="list-style-type: none"> Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 2 | \$ | \$ |
| 10. | Lake Harbor Ln. at Viewlake Ln. <ul style="list-style-type: none"> Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 1 | \$ | \$ |
| 11. | Triunfo Canyon Rd. at Bowsprit Cr. <ul style="list-style-type: none"> Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 2 | \$ | \$ |
| 12. | Triunfo Canyon Rd. at Mainsail Cr. <ul style="list-style-type: none"> Type 2, Case B of SPPWC Std. Plans Section 111-5 | EA | 2 | \$ | \$ |
| 13. | Traffic Control | LS | 1 | \$ | \$ |
| 14. | Release of Contract | LS | 1 | N/A | \$1.00 |
| GRAND TOTAL | | \$ _____ (Figure) | | | |

GRAND TOTAL (IN WRITING): _____

Contractor's Name

Note: Refer to all Bid Schedule notes beginning on the page C-7

THE TOTAL AMOUNT BID IS SUBJECT TO THE FOLLOWING:

1. Award of contract, if made, will be to the lowest responsible bidder based on the GRAND TOTAL.
2. **Note: all unit costs/lump sums shall include prevailing wage rates.**
3. All property, private or public, shall be protected in place. If any property is damaged due to the work of the contractor, the contractor shall replace all property to the condition it was in prior to the start of work or better.
4. Contractor will notify all property owners whose property is adjacent to the construction activities 48 hours in advance of the work starting date.
5. All curbs are to be spotted/surveyed by the contractor. Final alignment of the curb ramps will be approved by a City's representative.
6. Any structures (i.e. irrigation, signs, lighting, Etcetera) that need to be relocated to construct all ramps will be performed by the contractor. All cost for relocation of all items will be included in each individual bid item for each specific ramp location.

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DESIGNATION OF SUBCONTRACTORS, SUPPLIERS AND VENDORS

BIDDER proposes to subcontract certain portions of the work which are in excess of 0.5 percent of the total amount bid and to procure materials and equipment from suppliers and vendors. Pursuant to Section 2-3 SUBCONTRACTS of SSPWC, those subcontractors are identified below. Also, regardless of the proportion of the total amount bid, the traffic control subcontractor is identified below.

NAME, ADDRESS, LICENSE NUMBER, AND
PHONE NUMBER OF SUBCONTRACTORS,
SUPPLIERS. AND VENDORS

C-31 TRAFFIC CONTROL SUBCONTRACTOR ACKNOWLEDGEMENT

I, _____ (Bidder), acknowledge and accept the requirement that all traffic control shall be designed and implemented by a subcontractor per the General Specifications stated in Section 7-10.3.2 Public Convenience and Safety, and Special Provisions Section 704-1 Traffic Control. This subcontractor, a licensed Traffic Engineer, is identified below:

NAME, ADDRESS, AND PHONE
NUMBER OF TRAFFIC CONTROL
SUBCONTRACTOR

(Signature)

(Date)

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BIDDER S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. _____
Name and address of public agency

Name and telephone number of person familiar with project

Contract amount Type of work Date Completed

2. _____
Name and address of public agency

Name and telephone number of person familiar with project

Contract amount Type of work Date Completed

3. _____
Name and address of public agency

Name and telephone number of person familiar with project

Contract amount Type of work Date Completed

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The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance bonds:

1. _____
Name and address

Telephone number

2. _____
Name and address

Telephone number

3. _____
Name and address

Telephone number

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR S LICENSE REQUIREMENT

The undersigned certifies that he/she is aware that this contract cannot be awarded to him/her unless, at the time of the bid submission and contract award, he/she is the holder of a valid California Contractor s License (Class "C-8 and/or A") proper and adequate for the work required by this contract, and that the failure to obtain proper and adequate licensing for an award of the contract shall result in the forfeiture of the bidder's security.

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ELIGIBILITY TO CONTRACT

The successful BIDDER shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

BIDDER S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

Email Address _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

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The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this _____ day of _____, 20__, at _____ California.

Signature and Title of Bidder
or Authorized Representative

(SEAL)

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**BID BOND
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

KNOW ALL PERSONS BY THESE PRESENTS that Bidder _____ as PRINCIPAL, and _____, a SURETY, are held and firmly bound unto the City of Westlake Village as AGENCY, in the penal sum of _____ Dollars (\$_____), which is ten percent of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20__.

PRINCIPAL: _____

BY: _____
(Signature of authorized officer)

SURETY: _____

BY: _____
(Signature of authorized officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.

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**NON-COLLUSION AFFIDAVIT
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

State of California)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or she is

of
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Date

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.

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BIDDER S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: This questionnaire constitutes a part of the Bid, and a signature portion of the Bid shall constitute signature of this questionnaire.

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**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTOR S LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned bidder, certify that I am aware of the following provisions of California law and that I, or the company/individual on whose behalf this proposal is being forwarded, hold a currently valid California contractor s license as set forth below:

Business & Professions Code § 7028.15:

- a) It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within the State of California without having a license therefore, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the total amount bid of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "total amount bid" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a bidder who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency.

Unless one of the foregoing exceptions applies, a public agency shall, before awarding a contract or issuing a purchase order, verify that the bidder was properly licensed when the bidder submitted the bid.

Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, agent or volunteer of the public agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three working days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors State License Board indicate that the contractor was

properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Bidder: _____

License No.: _____ Class _____ Expiration date: _____

Date _____ Signature _____

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DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the Consultant, certifies and declares that:

1. The Consultant is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Consultant is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The Consultant is aware of California Public Contract Code Section 6109, which states:
 - "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The Consultant has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Signature: _____

Name: _____

Title: _____

Name of Company: _____

**CONSTRUCTION AGREEMENT
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

1. IDENTIFICATION

THIS CONSTRUCTION AGREEMENT ("Agreement") is entered into this ___ day of _____, 2016, by and between the City of Westlake Village ("City") and _____, a _____ corporation holding California contractor's license number _____ ("Contractor").

2. RECITALS

2.1. City owns certain real property ("the Project Site") upon which it desires performance of the following work: _____ ("the Project").

2.2. City has complied with all competitive bid solicitation laws applicable to the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, City and Contractor agree as follows:

3. CONSTRUCTION DOCUMENTS

The Construction Documents consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Contractor's Bid, City's Standard Specifications, and all referenced specifications, details, drawings and appendices. The Construction Documents are attached hereto and incorporated herein by reference.

4. WORK

4.1 Scope of Work. Contractor shall furnish all necessary labor, tools, materials, appliances, equipment, utilities, transportation and facilities for the construction of the Project ("the Work").

4.2 Independent Contractor. Contractor is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Work on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.

Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or to bind City in any manner.

5. SCHEDULE

Contractor shall complete the Work in accordance with the number of working days specified in Contractor's Bid. Time is of the essence in this Agreement.

6. COMPENSATION

6.1 Contract Sum. Contractor guarantees that, subject to any adjustment pursuant to a Change Order, City's maximum obligation for Contractor's performance of this Agreement shall not exceed \$_____ ("the Contract Sum").

6.2 Progress Payments. Contractor shall deliver to City itemized applications for payment in such detail as required by City. Within thirty (30) days after receipt of a properly submitted and correct application for payment, City shall make payment to Contractor. In connection with each progress payment, City shall retain five percent (5%) of all sums otherwise due to Contractor for work performed.

6.3 Representations. By submitting a payment application, Contractor represents to City that: (i) to the best of Contractor's knowledge, information and belief, the construction has progressed to the point indicated; (ii) the quality of the portion of the Work covered by the application is in accordance with the Construction Documents; and (iii) Contractor is entitled to payment in the amount requested.

6.4 Payment of Subcontractors. Contractor shall pay each subcontractor from payments received from City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from City. City shall have no obligation to pay a subcontractor except as required by law.

6.5 Contractor's Warranties. Contractor warrants that: (i) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances; and (ii) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the Project Site or furnishing materials or equipment for the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person.

6.6 Final Payment. Neither final payment nor the retention shall become due until Contractor submits to City all of the following: (i) a release in a format satisfactory to City; (ii) a certificate that insurance required by the Construction Documents is in force following completion of the Work; and (iii) if required by City, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens.

7. CHANGE ORDERS

City approval of Change Orders may be given as authorized by Westlake Village Municipal Code Section 2.6.080.

8. CORRECTIONS

8.1 Correction of Work. Contractor shall promptly correct any portion of the Work that is rejected by City or that is known by Contractor to be defective or failing to conform to the Construction Documents, whether or not fabricated, installed or completed. Additionally, Contractor shall correct any portion of the Work found to be defective or nonconforming within a period of one (1) year after the date of completion, or within such longer period provided by any applicable special warranty in the Construction Documents.

8.2 No Limitation. This Section 8 shall not be construed to establish a period of limitation with respect to other obligations of Contractor under this Agreement. Section 8.1 relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Construction Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than correction of the Work.

8.3 Stop Work. If Contractor fails to correct a defective portion of the Work as required, or if Contractor persistently fails to carry out the Work in accordance with the Construction Documents, then City may order Contractor to stop the Work or any portion thereof until the problem has been eliminated. A stop work order shall be in writing and shall be signed by the Westlake Village City Manager.

9. LABOR CODE REQUIREMENTS

9.1 Prevailing Wage Acknowledgement. Contractor acknowledges that this Agreement is subject to California Labor Code Section 1770 et seq. and the regulations implementing such statutes.

9.2 Prevailing Wage Determinations. Copies of the prevailing rate of per diem wages established by the California Department of Industrial Relations are on file at City Hall and shall be made available on request.

9.3 Prevailing Wage Noncompliance Penalty. Contractor shall comply with California Labor Code Section 1775 and shall forfeit, as a penalty to City, the sum of Two Hundred Dollars (\$200) dollars for each calendar day or portion thereof during which Contractor or any subcontractor has paid to any worker employed on the Work an amount less than that required by the California Department of Industrial Relations.

9.4 Payroll Records. Contractor agrees to comply with the provisions of California Labor Code Section 1776, which generally require Contractor and each subcontractor to: (i) keep accurate payroll records; (ii) certify and make such payroll records available for inspection; (iii) inform City of the location of the records; and (iv) forfeit, as a penalty to City, the sum of One Hundred Dollars (\$100) for each calendar day or portion thereof for each worker until such payroll records have been provided in response to a request pursuant to Section 1776. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Contractor shall be registered with DIR and regularly provide copies of payroll records to City.

9.5 Apprentices. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

9.6 Working Hours. Contractor shall forfeit, as penalty to City, the sum of Twenty-Five Dollars (\$25) dollars for each worker employed in the execution of this Agreement by Contractor or subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, in violation of California Labor Code Section 1810 et seq..

10. INSURANCE

Contractor shall obtain and maintain insurance meeting the requirements set forth in Exhibit A attached hereto and incorporated herein by reference.

11. INDEMNIFICATION

11.1 Requirement. To the full extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officials, agents and employees from claims, demands, damages, liabilities, losses, costs or expenses for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees, agents or subcontractors in connection with the Work or this Agreement. The foregoing shall not apply to claims or actions caused by the sole negligence or willful misconduct of City.

11.2 Survival. The obligations of Contractor under this Section shall survive the expiration or termination of this Agreement.

12. MISCELLANEOUS

12.1 Notice. Notices required or desired to be served by either party upon the other party shall be deemed received on: (i) the day of delivery, if delivered by hand

during the receiving party's regular business hours or by facsimile or e-mail before or during the receiving party's regular business hours; or (ii) on the second business day following deposit in the mail, if delivered by United States mail postage prepaid. Notices delivered by mail shall be sent to the address set forth below for the receiving party unless such party has previously given notice of a different address:

City:
City of Westlake Village
Attn: City Engineer
31200 Oak Crest Drive
Westlake Village, CA 91361
Facsimile: (818) 706-1391
E-mail: jessica@wlv.org

Contractor:

Facsimile: (____) _____
E-mail: _____

12.2 Litigation. This Agreement shall be governed by the laws of the State of California. In the event that litigation arises from any dispute between the parties as to their respective rights and duties under this Agreement, venue shall be Los Angeles County and the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.

12.3 Rules of Interpretation. This Agreement shall be deemed to have been jointly prepared by City and Contractor, and any ambiguities herein shall not be construed for or against either party.

12.4 Required Provisions Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract Documents shall promptly be physically amended to make such insertion or correction.

12.5 Assignment. This Agreement shall be binding on successors, assigns and legal representatives of the persons in privity of contract with City or Contractor. Neither party shall assign or transfer an interest in this Agreement or any part hereof without written consent of the other.

12.6 No Third Party Beneficiary. This Agreement is not intended or designed to create any benefit or right for any person or entity of any kind that is not a party to this Agreement.

12.7 No Waiver. The acceptance of any portion of the Work or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement.

12.8 Severability. In case a provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be affected.

12.9 Integration. This Agreement (including the Construction Documents and Exhibit A) represents the entire contract between City and Contractor and supersedes any prior negotiations, representations or contracts (oral or written) regarding the Project. Except as allowed by Section 7 above, this Agreement may be amended only by written instrument signed by both City and Contractor, and authorized by the Westlake Village City Council.

12.10 Counterparts. This Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement by signing below.

“City”
City of Westlake Village

“Contractor”

By: _____
Brad Halpern, Mayor

By: _____

Title: _____

Date: _____

By: _____

Attest:

Title: _____

By: _____
Beth Schott, City Clerk

Approved as to form:

By: _____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A

Insurance Requirements

I. Commercial General Liability Coverage

- A. Contractor shall obtain and maintain commercial general liability insurance having at least the following limits of liability:
 - (a) \$200,000.00 for each occurrence (combined single limit for bodily injury and property damage).
 - (b) \$400,000.00 general aggregate (combined for bodily injury and property damage).

- B. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. All coverages for City and its officers, employees and agents shall be added as additional insured using ISO additional insured endorsement form CG 20 10 11 85 or its equivalent. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or its officers, employees or agents. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be not cross liability exclusion. Policies shall have concurrent starting and ending dates.

II. Worker’s Compensation Coverage

Contractor shall obtain and maintain workers’ compensation insurance written in accordance with statutory limits.

III. Employer’s Liability Coverage

Contractor shall obtain and maintain employer’s liability insurance having at least the following limit of liability: \$1,000,000.00 per accident or disease.

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**PERFORMANCE BOND
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

KNOW ALL PERSONS BY THESE PRESENTS that, as CONTRACTOR and, a SURETY, are held and firmly bound unto the City of Westlake Village, as AGENCY, in the penal sum of _____ Dollars (\$_____), which is one hundred (100) percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound for themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, and shall indemnify and hold harmless AGENCY and its officers, agents, and employees as specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way affect or release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond, SURETY agrees to pay all court costs and reasonable attorneys' fees to the owner in an amount to be fixed by the court. SURETY hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20_____.

CONTRACTOR*

BY:

SURETY*

BY:

*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative. All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Evidence of the authority of any person signing as attorney-in-fact must also be attached.

(EXECUTE IN DUPLICATE)

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**MAINTENANCE BOND
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

KNOW ALL PERSONS BY THESE PRESENTS that, as CONTRACTOR and, a SURETY, are held and firmly bound unto the City of Westlake Village, as AGENCY, in the penal sum of _____ Dollars (\$_____), which is ten (10) percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound for themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded the Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all maintenance, warranty, repair and replacement obligations under the contract documents in the manner and time specified therein, and shall indemnify and hold harmless AGENCY and its officers, agents, and employees as specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way affect or release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond, SURETY agrees to pay all court costs and reasonable attorneys' fees to the owner in an amount to be fixed by the court. SURETY hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20_____.

CONTRACTOR*

BY:

SURETY*

BY:

*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative. All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Evidence of the authority of any person signing as attorney-in-fact must also be attached.

(EXECUTE IN DUPLICATE)

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**PAYMENT BOND
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

WHEREAS, the City of Westlake Village, as AGENCY has awarded to _____
_____ as Contractor, a contract for the above stated
project. AND WHEREAS, said Contractor is required to furnish a bond in connection with
said contract, to secure the payment of claims of laborers, mechanics, material persons,
and other persons as provided by law;

NOW THEREFORE, we, the undersigned Contractor and Surety, are held and firmly
bound unto AGENCY in the sum of _____ Dollars (\$) _____
which is one hundred (100) percent of the total contract amount for the above stated
project, for which payment well and truly to be made we bind ourselves, our heirs,
executors and administrators, successors and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs,
executors, administrators, successors, assigns or subcontractors, shall fail to pay any of
the persons named in Section 3181 of the California Civil Code, or any amounts due
under the Unemployment Insurance Code with respect to work or labor performed under
the Contract, or any amounts required to be deducted, withheld, and paid over to the
Employment Development Department from the wages of employees of the Contractor
and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code,
with respect to work or labor performed under the Contract, Surety will pay for the same
in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation
shall become null and void.

This bond shall inure to the benefit to any of the persons named in Civil Code Section
3181 so as to give a right of action to such persons or their assigns in any suit brought
upon this bond. In case suit is successfully brought upon this bond, Surety further agrees
to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

The surety hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of said agreement or the specifications accompanying same shall in
any manner affect its obligations under this bond. The surety hereby waives notice of any
such change, extension, alteration or addition and hereby waives the requirements of
Sections 2845 and 2849 of the Civil Code.

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IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this _____ day of _____, 20_____.

CONTRACTOR*

BY:

SURETY*

BY:

*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative. Signatures must be acknowledged before a notary public. Attach appropriate acknowledgment form. Also, evidence of the authority of any person signing as attorney must be submitted.

(EXECUTE IN DUPLICATE)

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**CITY OF WESTLAKE VILLAGE
GENERAL SPECIFICATIONS**

SECTION 0 – GENERAL PROVISIONS

0-1 STANDARD SPECIFICATIONS

Except as hereinafter provided, the provisions of the 2015 edition of the "Green Book," Standard Specifications for Public Works Construction (SSPWC) with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America and these modifications thereto are adopted as the Standard Specifications for the Agency. They will be referred to in the Special Provisions as the "Standard Specifications".

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by the Plans, Special Provisions, or other contract documents. The following provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted. Only those sections requiring elaboration, amendments, specifying of options or additions are called out.

0-2 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all utilities and substructures not less than 48 hours prior to 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 correct:

CITY OF WESTLAKE VILLAGE
Attention: Mr. John Knipe (818) 706-1613

AT&T (TRANSMISSION)
Attention: Mr. Walter Werstiuk (Transmission) (714) 963-7964
Ms. Rosemary Burnett (Local) (626) 570-5454
Repair Center 611

THE GAS COMPANY
Attention: Mr. Eric Eng (Distribution) (818) 701-3326
Mr. Sam Sifuentes (Transmission) (818) 701-3448

SOUTHERN CALIFORNIA EDISON
Attention: Mr. Conrad Reynado (818) 494-7065

| | |
|---------------------------------------|----------------|
| LAS VIRGENES MUNICIPAL WATER DISTRICT | |
| Attention: Mr. Doug Barrow | (818) 251-2100 |
| | |
| TIME WARNER | |
| Attention: Mr. Paul Georgia | (805) 477-4427 |
| | |
| LA COUNTY DEPT. OF HEALTH SERVICES | |
| Attention: Bob Saleh | (818) 880-4121 |
| | |
| LA COUNTY DEPT. FLOOD CONTROL | |
| Attention: Mr. Dennis Hunter | (818) 896-0594 |
| | |
| UNDERGROUND SERVICE ALERT | (800) 227-2600 |

0-3 EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor, subcontractors, or their representatives, shall be filed with the Engineer prior to beginning work.

0-4 ENVIRONMENTAL PROVISIONS

The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows:

In the event Contractor is required to dig any trench or excavation that extends deeper than 4 feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify Agency in writing and before further disturbing the site if any of the conditions set forth below are discovered:

1. Materials that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - a. Agency agrees to promptly investigate the conditions, and if Agency finds that the conditions do materially 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 under the procedures described in this Contract.
 - b. That, in the event a dispute arises between Agency and Contractor as to

whether the conditions materially 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 in this Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by this contract or by law, which pertain to the resolution of disputes and protests between contracting parties.

SECTION 1 - DEFINITIONS AND TERMS

1-2 TERMS AND DEFINITIONS

- AGENCY: City of Westlake Village
- CITY: City of Westlake Village
- Board: City Council of the City of Westlake Village
- Caltrans: State of California, Department of Transportation
- County: County of Los Angeles
- Engineer: The City Engineer of the City of Westlake Village, Willdan Engineering or an authorized representative
- Federal: United States of America
- Contractor: The word Contractor is implemented by adding thereto the following:

The term Contractor means Contractor as defined herein or an authorized representative.

Acceptance--The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

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

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

State Standard Specifications (SSS)--Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (SSP)--Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days--A working day is defined as any day, except Saturdays, Sundays, legal holidays on which Westlake Village City Hall is closed for business and except days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1 and days determined to be non-working in accordance with Section 6-7 "Time of Completion".

1-3.3 INSTITUTIONS

Add the following:

| | |
|-------|---|
| AAN | American Association of Nurserymen |
| ACI | American Concrete Institute |
| AGCA | Associated General Contractors of America |
| APWA | American Public Works Association |
| ASME | American Society of Mechanical Engineers |
| CRSI | Concrete Reinforcing Steel Institute |
| CSI | Construction Specifications Institute |
| IEEE | Institute of Electric and Electronic Engineers |
| NEC | National Electric Code |
| 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. |
| SSPWC | Standard Specifications for Public Works Construction, as specified in Subsection 0-1 |
| NEMA | National Electrical Manufacturers Association |

SECTION 2 – SCOPE AND CONTROL OF WORK

The following Section shall be added:

2-1 AWARD AND EXECUTION OF THE CONTRACT

The following paragraph of the Standard Specifications is hereby amended to include the following:

The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be

encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

The Agency reserves the right to waive any irregularities.

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

2-3.1 GENERAL

Delete the third paragraph and replace with the following:

Subcontracting of work for which no Subcontractor was designated in the original Bid, and which is more than one-half of one percent of the Work, will be allowed only in cases of public emergency or necessity, and then only after a finding by the Engineer reduced to writing as to the circumstances constituting the emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must have a written consent of the City Council to substitute a Subcontractor other than was designated in the original Bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The Engineer may report the facts to the City Council. If the City Council so orders, and on receipt by the Contractor of written instructions from the Engineer, the Subcontractor shall be removed immediately from the Work. He/she shall not again be employed on the Work.

2-3.3 STATUS OF SUBCONTRACTORS

Delete the paragraph and replace with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly with, and make all payments to the Contractor.

Maintenance Bond and shall remain in force for one (1) year in accordance with guarantee required by Subsection 4-1.1 and Subsection 6-8.1.

All Bonds Must Be Accompanied By the Power Of Attorney

2.4 CONTRACT BONDS

The following paragraph of the Standard Specifications is hereby amended to include the following:

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Payment (Material and Labor) Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion. The Maintenance Bond shall remain in force for One Year after the date of recordation of the Notice of Completion.

2-4.1 EXECUTION OF CONTRACT

The following paragraph of the Standard Specifications is hereby added to Section 2-4:

Within 10-workings days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement (In Duplicate)
- Performance Bond (In Duplicate)
- Maintenance Bond (In Duplicate)
- Payment Bond (In Duplicate)
- Public Liability and Property Damage Insurance Certificate (One Original)
- Worker's Compensation Insurance Certificate (One Original)

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

The following section of the Standard Specifications is hereby added to Section 2-5

2-5 PLANS AND SPECIFICATIONS

2-4 Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be eligible.

Record drawing shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

The following paragraph of the Standard Specifications is hereby added to Section 2-9:

2-9 SURVEY

Delete Section 2-9.2. Add the following:

The Contractor shall be responsible for all survey and layout of work.

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

For this improvement work, the Contractor shall furnish all labor, equipment, and services, and be responsible for all surveying, staking, and layout necessary for the improvements. In the event of a substantial discrepancy between information shown on the Plans and actual field conditions, the Contractor shall cease any affected work and notify the Engineer at that time. Following receipt and review of this information, the Engineer will then provide direction and authority to proceed. Consequently, any reference to the Engineer providing such services in Subsection 2-9 shall be disregarded.

The following paragraph of the Standard Specifications is hereby added to Section 2-9:

2-9.5 PLANS AND WORKING DRAWINGS

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 this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-11 INSPECTION

Add the following:

The Agency shall provide inspection for an 8-hour day and 40-hour week on normal working days. The Contractor shall reimburse the Agency at rates established by the Agency for inspection in excess to the foregoing, including legal holidays.

The following paragraph of the Standard Specifications is hereby added to Section 2:13

2-13 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of recordation of the Notice of Completion. Within this 1-year period, the Contractor shall also restore to full compliance with the requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless and defend and indemnify the AGENCY from claims of any kind arising from damages due to said defects or non-compliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

SECTION 3- CHANGES IN WORK

3-3.2.3 MARKUP

Add the following:

Contractor shall only apply the following markup: Pursuant to sub part a) and b) the contractor's markup is not to exceed 12%.

3-4 CHANGED CONDITIONS

Add the following to paragraph 1:

The Contractor shall notify the Engineer of the following Work site conditions (hereinafter called "changed conditions"), upon their discovery and before they are disturbed. Written notice shall be issued within ten (10) calendar days.

SECTION 4 – CONTROL OF MATERIALS

The following paragraph of the Standard Specifications is hereby added to Section 4-1.3.2:

4-1.3.2 Inspection by the Agency

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

4-1.6 TRADE NAMES OR EQUALS

Add the following to paragraph 1:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

5-1 LOCATION

Delete the first paragraph of section 5-1.1 and replace with:

It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall assume every property parcel will be served by a service connection of each type of utility, and notify the owners of all utilities and substructures as set forth in the Standard Specifications.

5-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 5-2: "if located as noted in 5-1".

5-4 RELOCATION

Delete the second sentence of the fourth paragraph and replace with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

SECTION 6 –PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The contractor is required to bring to the preconstruction meeting, the Contractor's Project Manager, Project Superintendent, and Field Foreman. These positions are subject to the City's review and approval. Any changes in these positions are subject to City approval. Contractor will submit prior to or at the preconstruction meeting the following submittals;

- Project Schedule - showing critical path
- Traffic Control Plan
- Storm Water Pollution Prevention Plan
- 24 hour emergency contact list

Contractor shall ensure that an employee at the level of a foreman or supervisor will be present at the site of the project each working day.

6-2 PROSECUTION OF WORK

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the 25th day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-6 DELAYS AND EXTENSION OF TIME

Delete the text of Section 6-6.4 and replace it with the following:

6-6.4 WRITTEN NOTICE AND REPORT

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work which could not be performed that day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

The following subsection is added to Subsection 6-8 of the SSPWC.

6-8.0 General Guaranty

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Delete the title and text of Section 6-9 and replace with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount shown in the proposal for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-6.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing. The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-6. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-11 DISPUTES AND CLAIMS

6-11.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-11 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-11 which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-12 or other duties required by the Contract Documents.

6-11.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the Deputy City Engineer and City Engineer shall be made in writing with supporting evidence attached.

Each request for review shall be submitted by the Contractor within twenty-one (21) calendar days of receipt of the decision which he/she wishes.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Engineer
2. Deputy City Engineer
3. City Engineer

Should the Project Engineer or the Deputy City Engineer fail to address a request by the Contractor for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-11.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims which have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. A Demand for Arbitration by the Contractor shall be made not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-12 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing within ten (10) calendar days of the event, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim which is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-12 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed

the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-12 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 –RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTORS EQUIPMENT AND FACILITIES

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required

for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

7-2 LABOR

7-2.2 PREVAILING WAGE

Add the following:

Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Contractor shall meet the requirements of the Division of Industrial Relations, including registration, self-reporting, and corrective action as necessary. Failure to take corrective action shall result in suspension of periodic progress payments.

7-3 INSURANCE

Section 7-3 is hereby amended to provide the following:

The contractor shall obtain Special Project Insurance for the following Limits of Liability:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 general aggregate (combined for bodily injury and property damage).

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. All coverages for the CITY and its officers, employees and agents shall be added as additional insured using ISO additional insured endorsement form CG 20 10 11 85 or its equivalent. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to CITY or any employee or agent of CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall be provided on a "pay on behalf" basis,

with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

All other portions of this Section shall remain valid and in full force.

7-3.1 GENERAL CONTRACTOR and AGENCY agree that AGENCY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the AGENCY. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.3 The obligations of CONTRACTOR under this or any other provision of this

Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.3 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-3.4 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-8 WORK SITE MAINTENANCE

The following is hereby added to the Standard Specifications, Section 7-8.1:

The Contractor shall provide security and facilities to protect the work and existing facilities from unauthorized entry, vandalism, or theft, during all phases of construction. All equipment and material left on the construction site will be left at the Contractors sole risk. The City takes no responsibility or liability for any damage or theft to any equipment and/or material furnished by the Contractor during all phases of construction.

The following is hereby added to the Standard Specifications, Section 7-8.2:

The City Engineer shall, at his sole discretion, determine the need for and type of cleanup of adjacent properties.

Add the following to Subsection 7-8.6

7-8 PROJECT SITE MAINTENANCE

Add the following to Subsection 7-8.6

7-8.6.1 GENERAL

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project.

7-8.6.3 SWPPP Preparation

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the latest California Storm Water Best Management Practices Construction Handbook available at www.casqa.com, and shall be consistent with the State's Construction General Permit Order No. 2009-0009-DWQ, issued by the State Water Resources, Control Board.

If construction will occur between October 1 and April 15 (considered as the rainy season per the Agency's Ordinance), the Best Management Practices (BMPs) implemented shall include but not be limited to those appropriate for wet weather conditions.

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

The following is hereby added to the Standard Specifications, Section 7-10:

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 TRAFFIC AND ACCESS

Add the following:

Vehicular and pedestrian access to street intersections, public and private parking lots, commercial businesses, residences, and other public and private properties must be maintained at all times except at locations where the Engineer determines that certain items of work cannot be accomplished without access restriction. At those locations, access restriction shall be limited to the time period required to accomplish the particular item of work. At least 72 hours in advance of starting any work that may affect the access to private properties, the Contractor shall provide written notice to such property owners.

Unless otherwise approved, the Contractor shall maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer.

7-10.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

7-10.2.1 TRAFFIC CONTROL DEVICES AND PROCEDURES

All traffic control barricades, signs and devices used by the Contractor and all subcontractors, as well as flagging and other Contractor or subcontractor operations, shall, as a minimum, conform to the most recent *Manual on Uniform Traffic Control Devices*, adopted by and in current use by the State of California, Department of Transportation. The Contractor shall take additional precautions as may be necessary under the circumstances.

7-10.2.2 TRAFFIC CONTROL SUBCONTRACTOR REQUIRED

All traffic control for the entire project shall be designed and implemented by one qualified subcontractor that satisfies both of the following criteria: (i) holds an active C31 contractor's license; and (ii) has no involvement with the project other

than traffic control design and implementation (iii) is a licenced Traffic Engineer in the State of California. This specification precludes the Contractor from performing traffic control design and implementation even if the Contractor holds an active C31 contractor's license. The Contractor shall acknowledge this requirement and identify the subcontractor in the Contractor's proposal.

The Contractor shall furnish to the City a 24-hour telephone number of at least one person responsible for the traffic control. If, in the City's sole discretion, the Contractor or subcontractor fails to provide adequate traffic control and the City deems it necessary to call out other forces to provide adequate traffic control, the City will, at its option, provide traffic control it deems appropriate or engage a private firm to provide said traffic control, and all related costs shall be borne by the Contractor.

7-10.2.3 TRAFFIC CONTROL PLAN

The Contractor shall submit a traffic control plan to the City for review and approval prior to the preconstruction meeting, and shall not proceed with the work until the City has reviewed and accepted the plan. **The Contractor must anticipate and provide for a review/revision/approval process of at least 2-3 weeks.**

The traffic control plan shall be prepared by a qualified subcontractor per General Provisions Section 7-10.2.2.

The plan shall indicate in detail how vehicular and pedestrian traffic will be maintained and controlled throughout the construction period. The traffic control plan shall address how traffic control will be set up for deliveries. The traffic control plan for deliveries shall also show or define proposed travel/haul routes; said routes are subject to the Traffic Engineer's approval. The traffic control design shall conform to the most recent *Manual on Uniform Traffic Control Devices*, adopted by and in current use by the State of California, Department of Transportation.

Review of the traffic control plan by the City is only for general conformance with the applicable traffic control standards and guidelines. The City does not assume the responsibility for choosing, placing, and/or maintaining traffic control devices. The Contractor shall be solely responsible for any accidents directly or indirectly related to the implementation of traffic control through work zones.

7-10.2.4 TRAFFIC FLOW

Full street closures will not be allowed without express approval of the Engineer.

Unless otherwise approved, whenever a left turn pocket is closed, the nearest upstream left turn pocket and nearest downstream left turn pocket shall be kept open.

Under no circumstance will the Contractor be allowed to divert traffic to the opposite side of the median.

It is very important to the City to minimize traffic delays, even during night time and other off-peak periods. Traffic stoppages shall not occur unless approved by the Engineer. If approved, such **stoppages shall not exceed five (5) minutes**. The Contractor shall plan the work tasks and mobilize sufficient labor and material resources to avoid stoppages exceeding this limit.

7-10.2.5 DUMPSTERS AND STORAGE TRAILERS

Dumpsters, storage trailers, and/or roll-off storage boxes shall be allowed to be stored in public right of way only when and where specifically authorized by the Engineer. Unless otherwise approved, the following shall apply:

1. Each dumpster, storage trailer, and/or roll-off box shall be provided with the following safety markings:
 - a) Alternating red and white diamond grade 2-inch wide retroreflective conspicuity tape applied across at least 50% of the exterior sides and across the entire front and back ends.
 - b) Two 2-inch by 12-inch segments of white retroreflective conspicuity tape shall be placed together to form an inverted "L" on the exterior of each upper corner.
2. Dumpsters, storage trailers, and roll-off storage boxes shall be placed as close as possible to the curb and shall not be placed:
 - a) Within 50-feet of an intersection
 - b) Within 15-feet of a fire hydrant
 - c) Within a travel lane unless specifically approved and appropriate safety measures have been implemented.
3. Dumpsters, storage trailers, and roll-off storage boxes will be clean of graffiti at all times.
4. Storage of dumpsters, storage trailers, and/or roll-off storage boxes shall be limited to the minimum time actually needed to support work at the adjacent site.
5. Additional restrictions and/or safety measures may be required at the discretion of the Engineer.

7-10.2.6 NOTIFICATION

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

7-12 ADVERTISING

This section is hereby rescinded and replaced with the following:

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

7-15 ADDITIONAL PROVISIONS

The following is hereby added to the Standard Specifications:

7-15 CONTRACTOR and AGENCY further agree as follows:

- 15.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 15.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
- 15.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.
- 15.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.
- 15.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 15.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and Contractors' agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor

hereby waives all rights of subrogation against AGENCY.

- 15.7 Unless otherwise approved by AGENCY, Contractors' insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.
- 15.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon Contractors' failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.
- 15.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Contractors' general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regarding to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.
- 15.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.
- 15.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.
- 15.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties as required in Section 7 of this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors

or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

15.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

15.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-16 CONSTRUCTION SCHEDULE

Add the following:

At the pre-construction meeting, the Contractor shall submit a complete construction schedule to the Engineer for approval. Requests for changes to the schedule shall be submitted by the Contractor to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

SECTION 9- MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 PARTIAL and FINAL PAYMENT

The following is hereby added to this section:

Delete the last paragraph of this subsection and replace with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure

performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form which shall operate as, and shall be a release to the Agency, the City Council, and each member of the City Council and their agents, and the Engineer from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the Agency or of any person relating to or affecting the work, except the claim against the Agency for the remainder, if any there be, of the amounts kept or retained as provided in Subsection 9-3 of the SSPWC and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

A payment of \$1.00 will be made to the Contractor for executing this document.

Add the following subsection:

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

9-3.4 Mobilization. The following is hereby added to Section 9-3.4 of Standard Specifications:

Up to fifty (50) percent of the mobilization cost shall be paid to the Contractor as part of the first progress payment. The remainder of the mobilization cost shall be paid in even increments over the remaining construction period.

The cost to comply with all requirements of Sections 0-9 inclusive, shown herein or in the Standard Specifications including all Contractor construction survey, shall be included in the Contractor's Mobilization Bid Item and no additional compensation will be allowed therefore.

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SECTION F SPECIAL PROVISIONS

SECTION 900 - STANDARD SPECIFICATIONS

Except as hereinafter provided, the provisions of the 2015 edition of the “Green Book,” Standard Specifications for Public Works Construction (SSPWC), as modified in the “Standard Specifications” are hereby further modified and incorporated. They will be referred to as the “Special Provisions”.

All references are made to the Standard Specifications unless otherwise indicated.

Bidders must satisfy themselves by personal examination of the work site(s), Plans, Specifications, and contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of a proposal.

END OF SECTION 900

SECTION 901 – RESPONSIBILITIES OF THE CONTRACTOR

901-1 SCOPE OF WORK

General responsibilities and administrative requirements shall be complied with, as specified in the 2015 edition of Standard Specifications (SSPWC) including all supplements, the Plans, and these Special Provisions.

The Contractor shall perform all operations and furnish all labor, materials, equipment and incidentals necessary to construct curb ramps, and related items of work. The work includes preparation and implementation of traffic control by a qualified subcontractor (REFER TO SECTION 904).

901-2 EMERGENCY INFORMATION

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

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

901-3 CONSTRUCTION SURVEYING

The Contractor will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9. The Contractor shall bear all costs for restaking or marking.

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

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

901-4 PROTECTION OF SURVEY MONUMENTS

The Contractor shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the Contractor shall tie out, reset, and file corner records per the LA County Surveyor's office requirements for re-establishing survey monuments.

The Contractor shall bear all Agency costs incurred to reestablish destroyed survey monuments.

901-5 REMOVAL OF MATERIALS

Materials which are to be disposed of shall not be stored at the project sites but shall be removed before the end of the working day.

901-6 UTILITIES

The known public utilities contacts are:

| | |
|--|----------------|
| City of Westlake Village, Dennis Anderson, City Representative | (805) 861-0040 |
| Los Angeles County Sewer Maintenance Division | (626) 300-3308 |
| Los Angeles County Signal Maintenance Division | (626) 458-1700 |
| Las Virgenes Municipal Water District, Joe Valente | (818) 880-4110 |
| AT&T Repair Center of California (611) | (800) 288-2020 |
| AT&T (Transmission – Long Distance), Walter Werstiuk | (714) 963-7964 |
| AT&T California (Local), Rosemary Burnett | (626) 570-5454 |
| Southern California Edison, Conrad Reynado | (805) 494-7065 |
| Southern California Gas (Distribution) | (818) 700-3667 |
| Southern California Gas Company (Transmission) | (805) 681-7928 |
| Waste Management GI Industries | (818) 782-2474 |

The Contractor shall coordinate construction with all other public and private utility activities in the project work area.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the Contractor shall field verify the vertical and horizontal locations of all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification may require exposing these utilities prior to the start of construction.**

Special reference is hereby made to Section 5-2, "Protection," of the SSPWC with respect to the protection, repair, and replacement of existing subsurface utilities.

The Contractor shall telephone Underground Service Alert (USA) at 1-800-227-2600 a minimum of three (3) working days prior to the start of construction. No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number. For best response, provide as much notice as possible, up to ten (10) working days.

901-7 DIR REGISTRATION

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

Contractor shall bear all costs associated with meeting the requirements of DIR and California State Law.

901-8 PAYMENT

No separate payment will be made for complying with the requirements outlined in this section. Full compensation for adhering to the project schedule shall be considered included in the price bid for the various items of work, and no additional compensation will be allowed therefor.

END OF SECTION 901

SECTION 902 - PRE-BID MEETING

A Pre-bid meeting will not be held. All sites are located in the public right of way and accessible to all interested bidders at their convenience. The City has not pre-qualified any interested bidders.

END OF SECTION 902

SECTION 903 - SITE CONDITIONS

Any and all damage to the entire site occurring during the contract period shall become the responsibility of the Contractor to remedy. Within two (2) days prior to the start of work, the contractor shall provide to the City Engineer a complete photographic or video

record of all built structures on site. These photographs or video shall act as the baseline condition of the site. Any damage not reflected on the base line photographs or video that are noted by the City Engineer or its representatives thereafter prior to acceptance of the work shall be the sole responsibility of the contractor to correct.

END OF SECTION 903

SECTION 904 - TRAFFIC CONTROL

904-1 GENERAL

Work performed under this section covers all labor, materials, equipment, transportation, traffic control plans, and incidentals necessary to maintain and control all vehicular and pedestrian traffic through the construction site.

All work shall be done in accordance with Section 7-10 of the Standard Specifications, the *California Manual on Uniform Traffic Control Devices* (most recent edition as of the date project is advertised for bids), and as outlined herein. As stated in Section 7-10.3.2, **traffic control shall be designed and implemented by a qualified subcontractor who holds an active C31 contractor's license. The City does NOT expect to waive this requirement.**

Unless otherwise approved, Contractor and subcontractor forces working in the public right of way during night time hours shall wear high visibility clothing conforming to ANSI Class III standards, including long pants (Class III compliance may be achieved as an ensemble).

904-2 MEASUREMENT AND PAYMENT

Measurement and payment for Traffic Control shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and other incidentals for doing all work involved in traffic control in the construction area and no additional compensation will be allowed therefor.

END OF SECTION 904

SECTION 905 – CURB RAMP CONSTRUCTION

905-1 GENERAL

Concrete work shall conform to the Plans and Section 303 of the SSPWC, except as modified or amended herein.

Miscellaneous Portland cement concrete (PCC) as shown on the plans shall include, but not be limited to: sidewalk and curb ramps.

All detectable warning shall be done by the installation of "Grooving" per section 111-4 sheet 10 of 10 of the Standard Plans for Public Works Construction. Where the details call for Truncated Domes the contractor shall install Grooving. Truncated Domes are not to be installed as part of this project.

All street signage and utilities that require relocation to allow for a complete in place installation of all curb ramps, shall be done by the contractor at no additional cost to the City. The final location, of any sign, will be approved by the City Inspector. All curb ramps called out in this bid are of a standard form and are provided for reference to the contractor for bidding purposes. All curbs may not conform to the existing conditions perfectly. It is the contractor's responsibility to insure all ramps conform to the existing curvature and conditions to provide the City with a complete product. The Contractor shall submit drawings of proposed ramps showing surveyed locations, slopes, radius, etc. in conformance with ADA standards, to the Engineer for acceptance prior to construction.

905-2 CONSTRUCTION MATERIALS

All Portland cement concrete shall be Class 520-C-2500 and shall conform to Section 201 of the SSPWC.

All curb ramp installations shall be installed per the 2015 Standard Plans and Specifications for Public Works Construction "Green Book". All curb ramp installations will meet American with Disabilities Act (ADA).

905-3 MEASUREMENT AND PAYMENT

Measurement and Payment for curb ramp installations shall be made at the contract unit price bid per each and shall include full compensation for furnishing all labor, tools, materials, equipment, and other incidentals for doing all work involved in constructing curb ramps including, but not limited to, sawcut, removals, recompaction, survey, forming and pouring, and protection or existing improvements, in accordance with the Specifications and no additional compensation will be allowed therefor.

END OF SECTION 905

SECTION 906 - MISCELLANEOUS REMOVALS

906-1 GENERAL

Removals shall be done in accordance with the provisions of Section 300-1 and 300-2 of the SSPWC, as modified in these Special Provisions and as shown on the Project Plans. Work under this section shall consist of performing all work involved with, but not limited to:

Removal of all AC pavement, PCC curb and gutter, sidewalk, curb ramps, pull boxes, tree roots, pavement fabric, base material, and spoil material to an approved disposal site.

The Contractor shall remove and replace only those improvements within the designated removal sections. Any areas removed by the Contractor, which were not approved by the City, shall be at the Contractor's expense.

906-2 SCOPE

Pavement removal shall consist of sawcutting, removing and disposing of asphalt concrete pavement, pavement paving fabric, base materials and unclassified excavation.

All asphalt concrete pavement and Portland cement concrete to be removed shall be sawcut to a true line where new pavement is to join existing pavement. Pavement removal operations shall be performed without damage to any portion which is to remain in place. All damage to the existing pavement, which is to remain in place, shall be repaired to a condition equal to that which existed prior to the beginning of removal operations.

906-3 MEASUREMENT AND PAYMENT

Measurement and Payment for Miscellaneous Removals shall be considered included in the contract prices for the various items of work requiring the removals, and no additional compensation will be allowed therefor.

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APPENDIX A
RELEASE ON CONTRACT FORM

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**RELEASE ON CONTRACT
FOR
CITY OF WESTLAKE VILLAGE
CURB RAMP CONSTRUCTION PROJECT
FISCAL YEAR 2016 - 2017**

The City of Westlake Village ("Agency") and [Insert Contractor Name] ("Contractor") entered into CURB RAMP CONSTRUCTION PROJECT FISCAL YEAR 2016 - 2017 ("Agreement") on [Month] [Day], [Year].

Pursuant to Section 9 of the General Specifications of the Agreement, Contractor shall, prior to receiving final payment, execute a "Release of Claims," which shall release the Agency, the City Council, each member of the City Council and their agents, and the Engineer (collectively, "Releases") from all claims against the Releases arising by virtue of the Agreement related to the payment of undisputed contract amounts.

Contractor represents that the work performed pursuant to the Agreement is complete and final payment is due.

Contractor therefore agrees as follows:

Release of Claims. In consideration of my receipt of payment from City of the sum of One Dollar (\$1.00), and to the fullest extent permitted by Section 7100 of the California Public Contract Code and the law, Contractor, hereby releases and discharges the Releases from all claims, in law or in equity, against the Releases arising by virtue of the Agreement related to the payment by City to Contractor of all undisputed contract amounts pursuant to the Agreement.

Exclusion of Disputed Contract Claims from Release. The following disputed contract claim amount(s) is/are specifically excluded from the operation of this Release of Claims:

\$_____ kept or retained by City pursuant to Subsection 9-3 of the Standard Specifications for Public Works Construction.

I/we, as Contractor's authorized signatory(ies), have read this Release of Claims, fully understand its terms, understand that Contractor has given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

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Contractor:

[Contractor Name],
a [Insert Legal Status of Entity]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

State of California
County of _____ On _____
before me, _____ (insert name and title of officer),
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

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APPENDIX B

PROJECT LOCATIONS

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ADA RAMP LOCATIONS

2016-17 RECOMMENDATION

A detailed survey will need to be conducted at each location to confirm the slopes of the streets would be compliant with ADA law, and locations may be revised during construction should the need for such revisions become apparent. The table below recommends 21 locations for replacement from the full list. Photos of these selected locations may be found on the following pages.

| | Cross St. #1 | Cross St. #2 | # of ramps | Reason for recommendation |
|--------------------|---------------------|---------------------|-------------------|--|
| First Neighborhood | Village Center | Henley Ct. | 2 | 2 of the 4 corners have ramps |
| First Neighborhood | Village Center | Sevenoaks Ct | 2 | 2 of the 4 corners have ramps |
| First Neighborhood | Village Center | Yorkfield Ct. | 2 | 2 of the 4 corners have ramps |
| First Neighborhood | Village Center | Beaconsfield Ct. | 4 | Continue replacement in First Neighborhood |
| First Neighborhood | Shropshire Ct. | Dunraven Ct. | 2 | 2 of the 4 corners have ramps |
| Lakeshore | Lake Harbor Ln. | Harborview Ln. | 1 | One corner was not ramped |
| Lakeshore | Lake Harbor Ln. | Beachview Ln. | 1 | One corner was not ramped |
| Lakeshore | Lake Harbor Ln. | Beachlake Ln. | 2 | Recommended to complete lake harbor lane installations |
| Lakeshore | Lake Harbor Ln. | Viewlake Ln. | 1 | Recommended to complete lake harbor lane installations |
| Southshore | Triunfo Canyon Rd. | Bowsprit Cr. | 2 | Improves connectivity |
| Southshore | Triunfo Canyon Rd. | Mainsail Cr. | 2 | Improves connectivity |

Village Center Road & Henley Court:

NE and NW corners recommended for installation. Completes ADA installation at this intersection.



Village Center Road & Sevenoaks Court:

SE and SW corners recommended for installation. Completes ADA installation at this intersection.



Village Center Road and Yorkfield Court

SE and SW corners recommended for installation. Completes ADA installation at this intersection.



Village Center Road and Beaconsfield Ct.

All 4 corners recommended for installation. Completes ADA installation at this intersection.



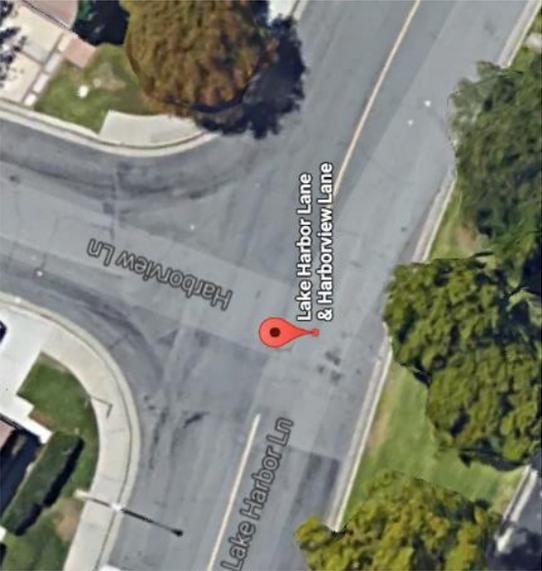
Shropshire Rd and Dunraven Ct

NE and SE corners recommended for installation. Completes ADA installation at this intersection.



Lake Harbor Ln. and Harborview Ln.

SE corner recommended for installation. One of 2 crosswalks at this location is already installed



Lake Harbor Ln. and Beachview Ln

SE corner recommended for installation. One of 2 crosswalks at this location is already installed



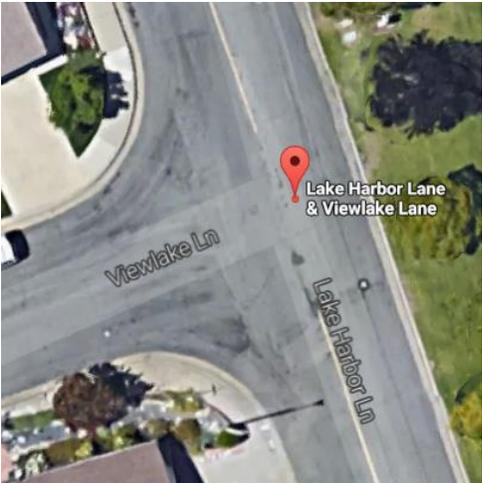
Lake Harbor Ln. and Beachlake Ln.

NW and SW corners recommended for replacement. This year's project could allow full connectivity along all of Lake Harbor Ln.



Lake Harbor Ln. and Viewlake Ln.

NW corner recommended for replacement. This year's project could allow full connectivity along all of Lake Harbor Ln.



Triunfo Canyon Rd and Bowsprit Cr.

Recommend installation of 2 crosswalks, see the photo below. This allows access from sidewalk along Triunfo to cross bowsprit.



Triunfo Canyon Rd and Mainsail Cr.

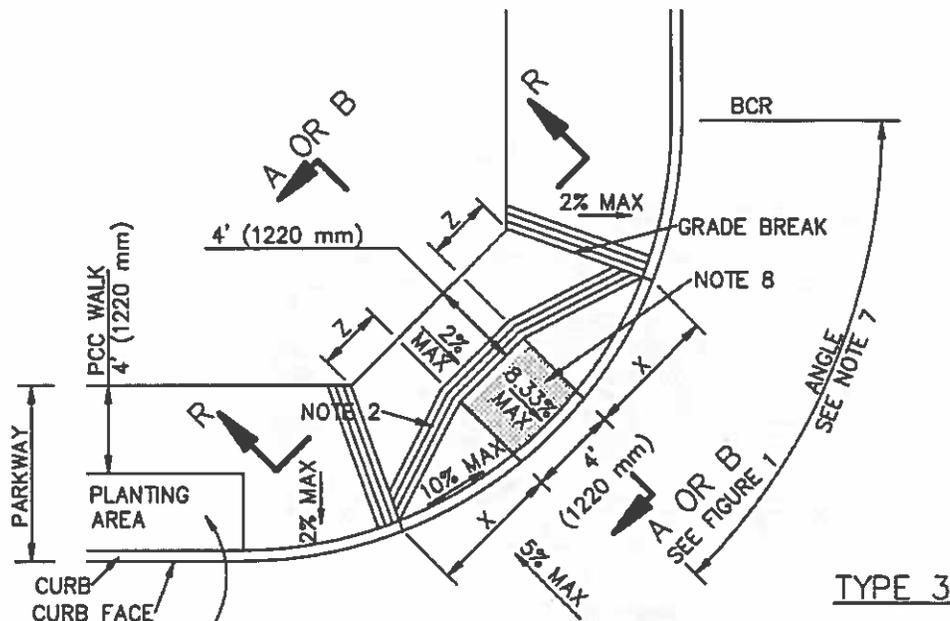
NW and NE corners recommended for replacement.



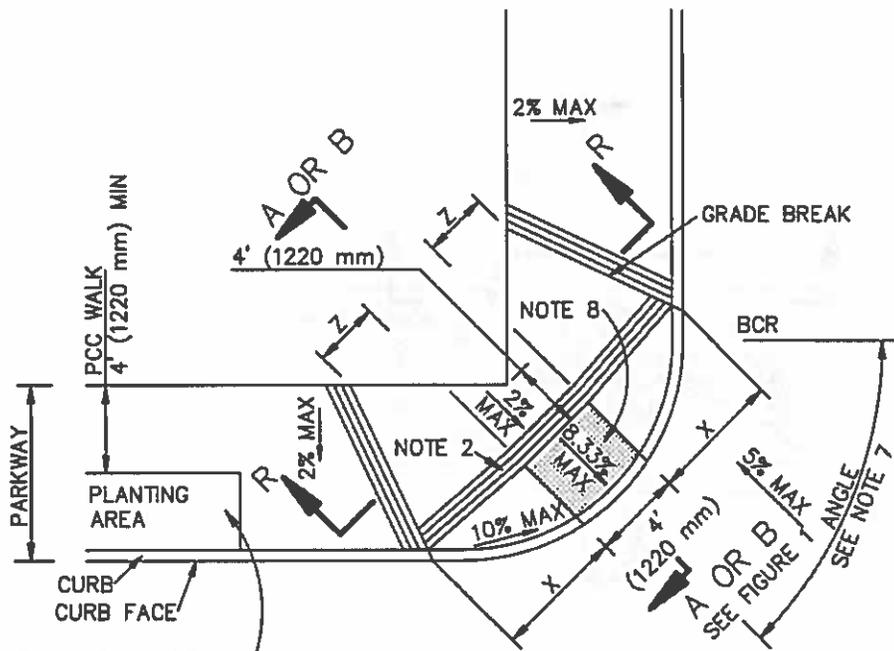
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APPENDIX C
2015 GREENBOOK CURB RAMP
STANDARDS

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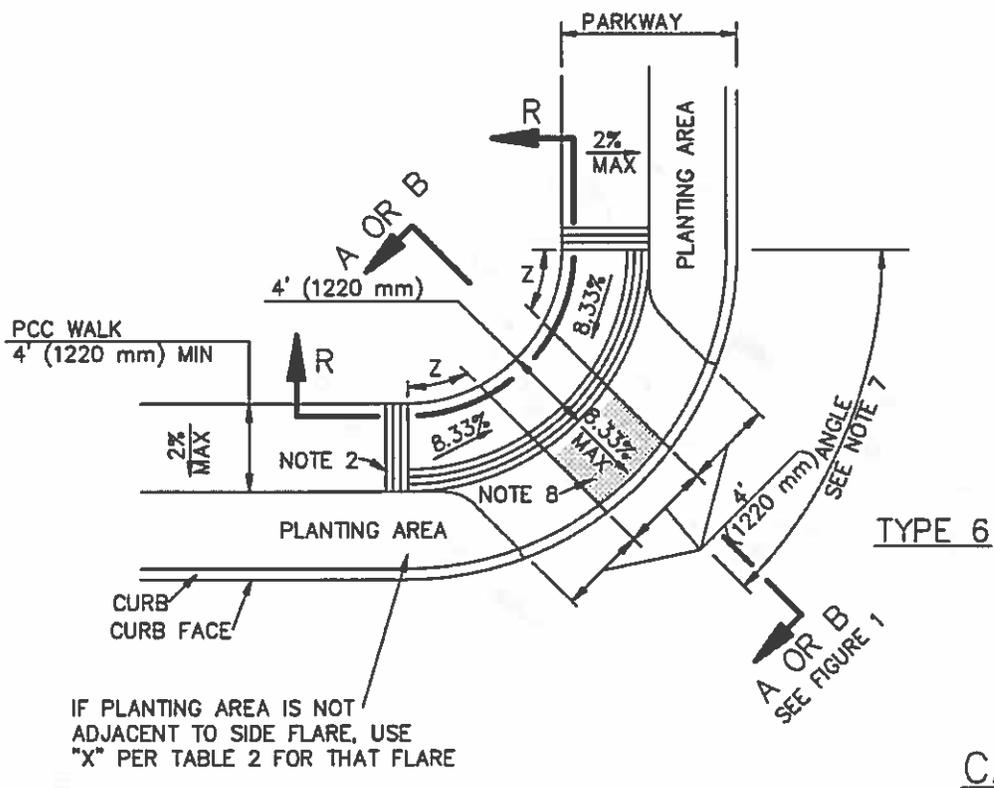
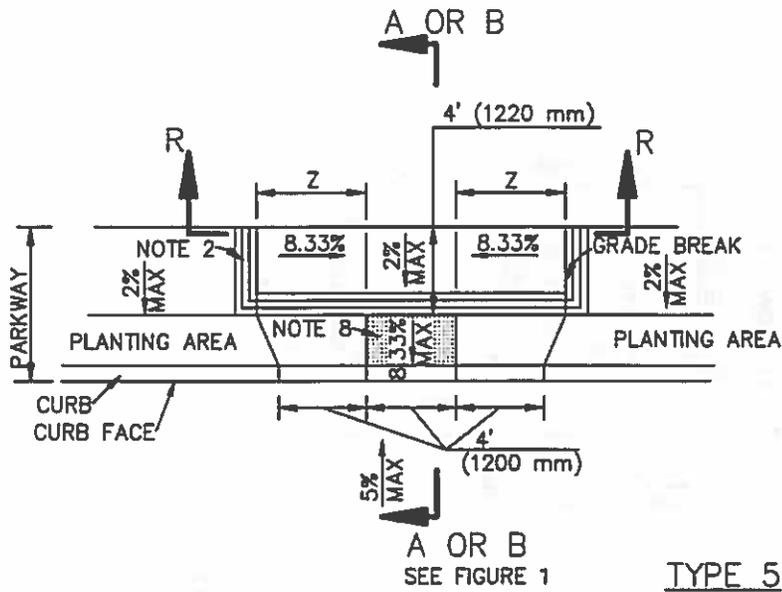
WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

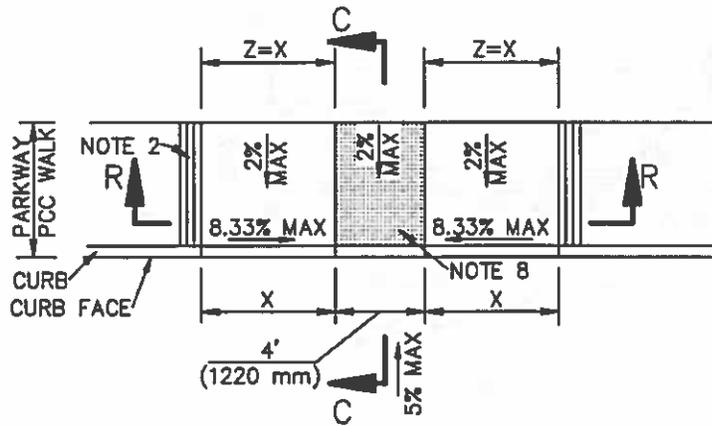


WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

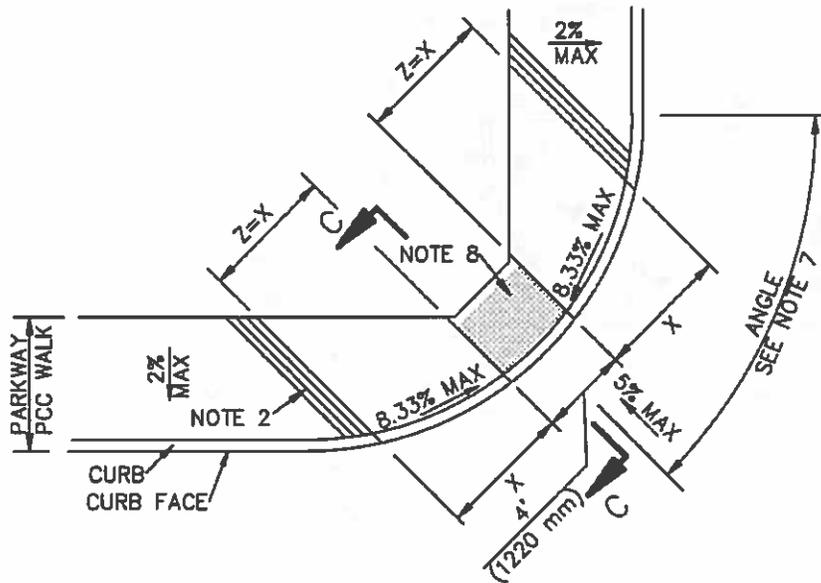
TYPE 4

CASE A



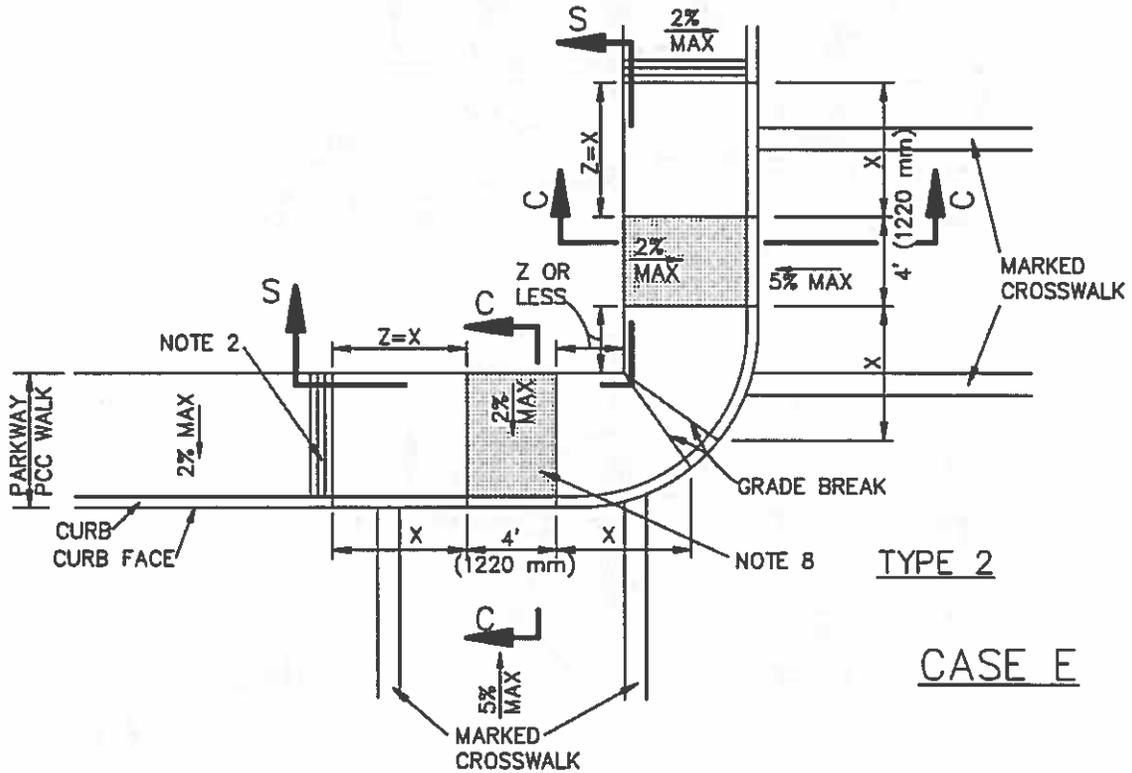
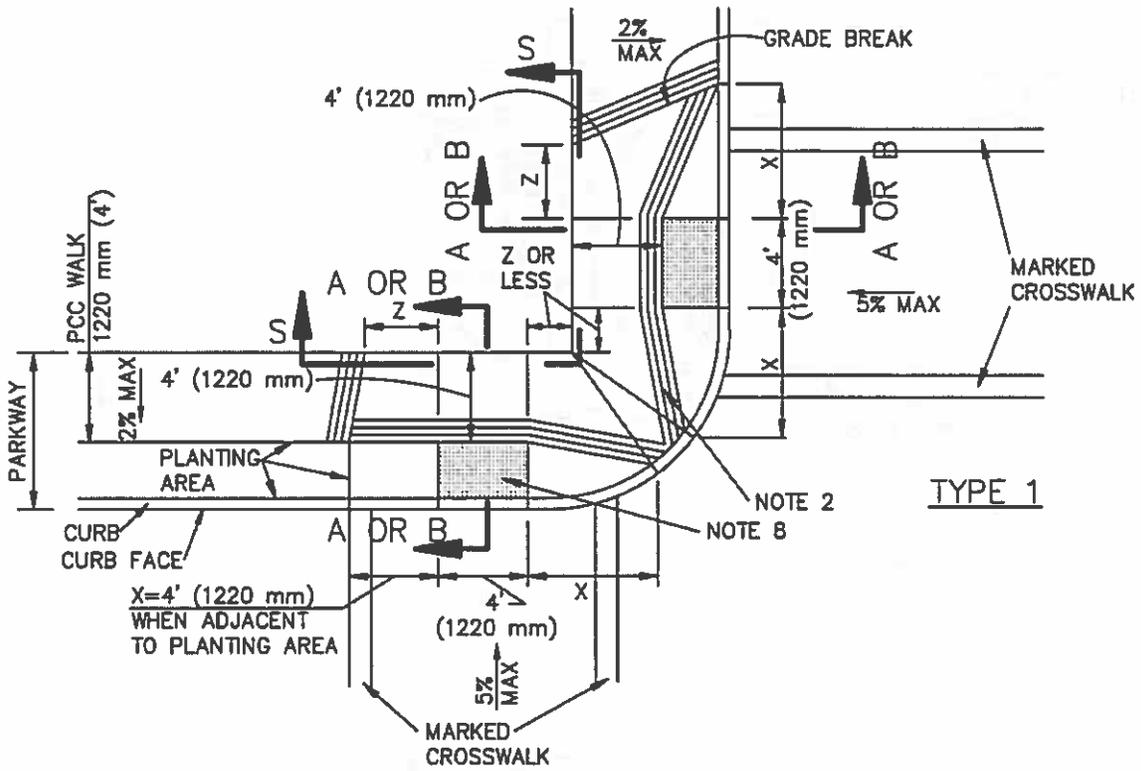


TYPE 1



TYPE 2

CASE B



CASE E

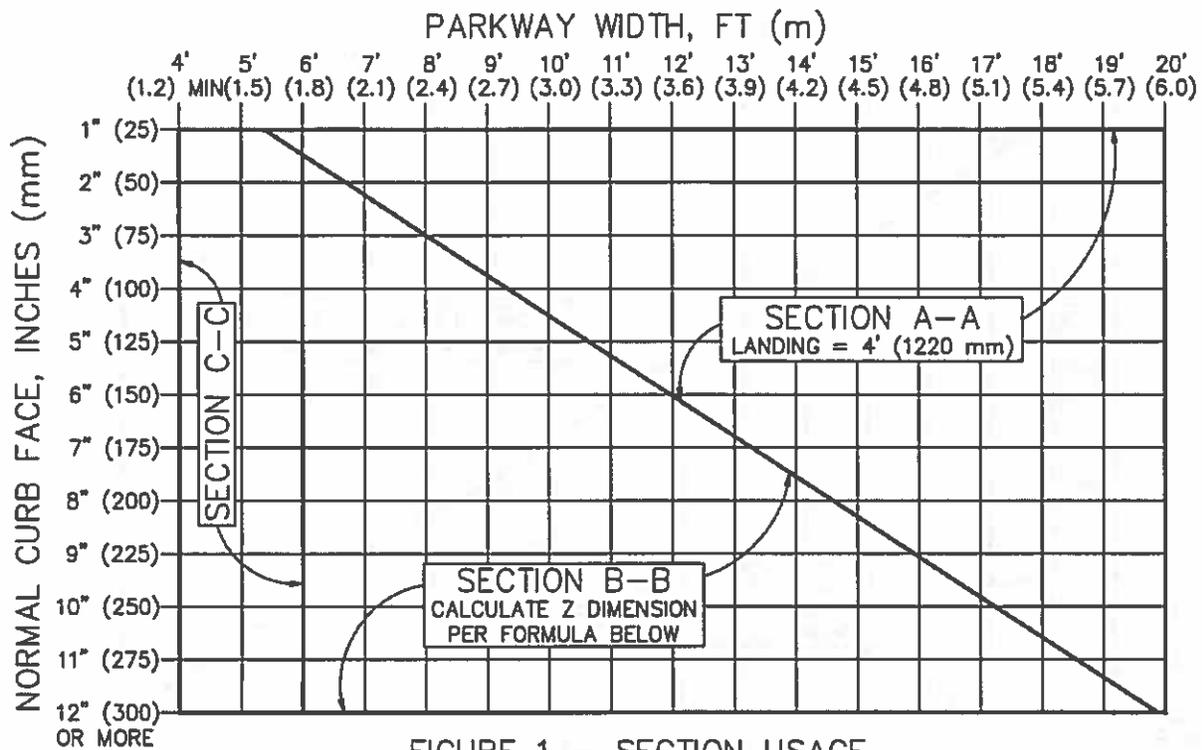


FIGURE 1 - SECTION USAGE

| NORMAL CURB FACE, INCHES (mm) | X, FT (mm) | SECTION Y-Y, FT (mm) |
|-------------------------------|------------------|----------------------|
| 2" (50) | 4.00' (1220) MIN | 2.63' (790) |
| 3" (75) | 4.00' (1220) MIN | 3.95' (1185) |
| 4" (100) | 4.00' (1220) MIN | 5.26' (1580) |
| 5" (125) | 4.17' (1275) | 6.58' (1975) |
| 6" (150) | 5.00' (1525) | 7.90' (2370) |
| 7" (175) | 5.83' (1775) | 9.21' (2765) |
| 8" (200) | 6.67' (2035) | 10.53' (3160) |
| 9" (225) | 7.50' (2285) | 11.84' (3555) |
| 10" (250) | 8.33' (2540) | 13.16' (3950) |
| 11" (275) | 9.17' (2795) | 14.47' (4340) |
| 12" (300) | 10.00' (3050) | 15.79' (4735) |

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
 L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:
 $X = CF / 8.333\%$
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$

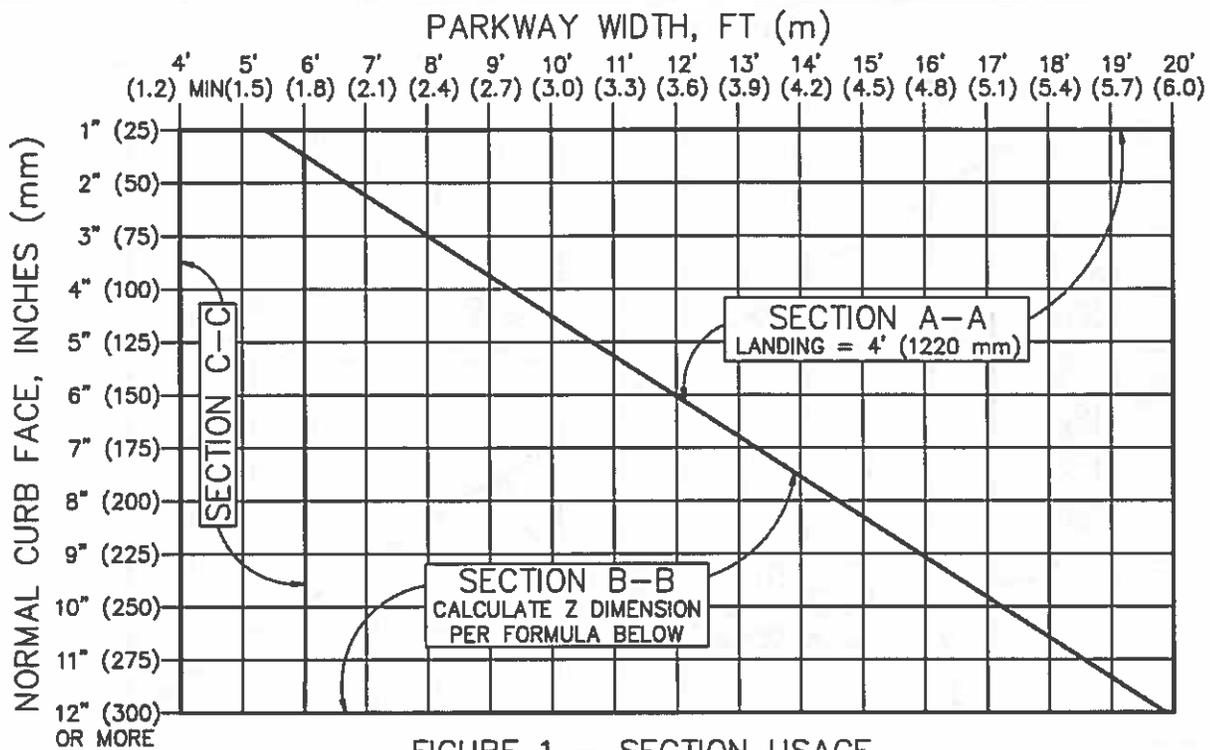


FIGURE 1 - SECTION USAGE

| NORMAL CURB FACE, INCHES (mm) | X, FT (mm) | SECTION Y-Y Y, FT (mm) |
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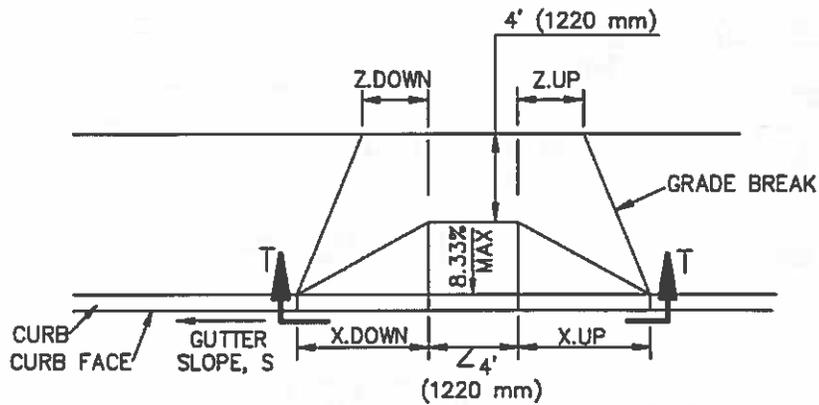
W = PARKWAY WIDTH
 L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

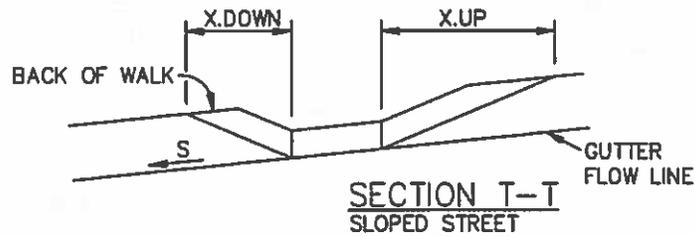
SEE SHEET 9 FOR STREET SLOPE
 ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:
 $X = CF / 8.333\%$
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$



TYPICAL CURB RAMP



SECTION T-T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

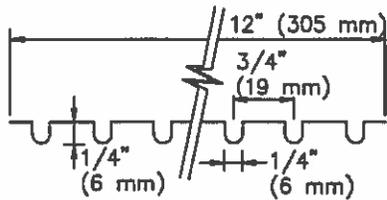
FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

| S | K.DOWN | K.UP |
|------|--------|-------|
| 0% | 1.000 | 1.000 |
| 0.2% | 0.977 | 1.025 |
| 0.5% | 0.943 | 1.064 |
| 1% | 0.893 | 1.136 |
| 2% | 0.806 | 1.316 |
| 3% | 0.735 | 1.563 |
| 4% | 0.676 | 1.923 |
| 5% | 0.625 | 2.500 |

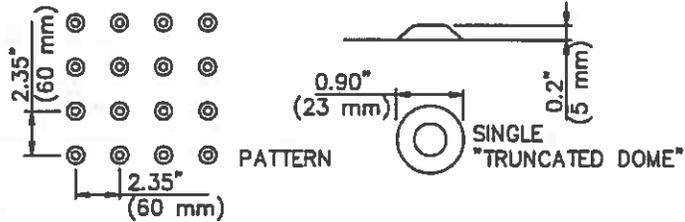
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
 $K.DOWN = 8.333\% / (8.333\% + S)$
 $K.UP = 8.333\% / (8.333\% - S)$

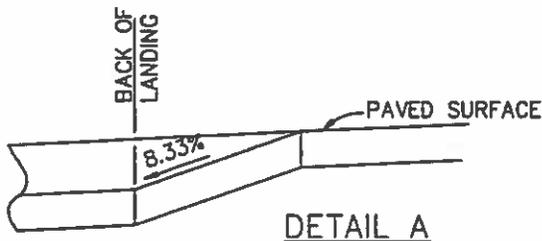
STREET SLOPE ADJUSTMENTS



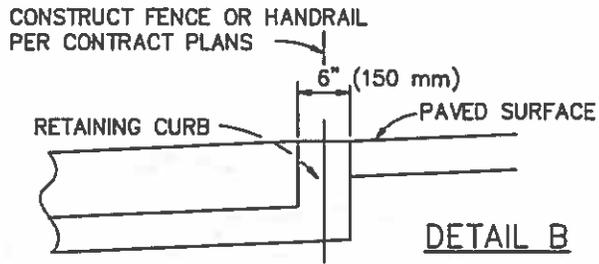
GROOVING DETAIL



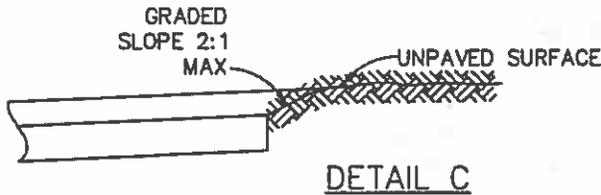
DETECTABLE WARNING DETAIL



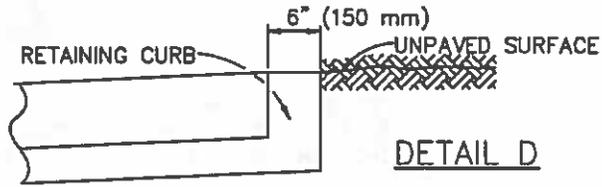
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.