



## STAFF REPORT

**DATE:** APRIL 13, 2021

**TO:** MAYOR AND CITY COUNCIL

**FROM:** ALEXA DAVIS, ASSISTANT CITY MANAGER  
DAVID WAHBA, DIR. OF COMMUNITY DEVELOPMENT/PUBLIC WORKS

**SUBJECT:** REQUEST TO AWARD A PUBLIC WORKS CONTRACT TO FS CONTRACTORS INC. FOR THE JOHN AND LYNN TABER GROVE PROJECT

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### OVERVIEW

This following is a request for the City Council to award a contract with FS Contractors Inc. for the development of the John and Lynn Taber Grove in the amount of \$54,900

### BACKGROUND AND ANALYSIS

In 2017, the Taber family pledged a donation of up to \$100,000 to the City for a proposed park development through a donation made to the Palos Verdes Peninsula Land Conservancy (PVPLC), administered through a Memorandum of Understanding between the City and PVPLC. The major focus of the project is to complete significant storm water drainage improvements and establish a small neighborhood parkette at the lower portion of Mr. Taber's property onto the adjacent City right-of-way.

At its November 16, 2020, the Park and Activities Commission reviewed the project status and recommended approval to proceed for City Council's authorization to solicit bids. At its January 26, 2021, City Council authorized staff to solicit bids. As a result bids were solicited on March 1, 2021 and were due and opened at City Hall on March 29, 2021.

The City received three bids for the project as follows (from low to high): 1) FS Contractors, Inc. for \$54,900; 2) Bonadamin Water Inc. for \$65,720; and 3) Bennett Landscape for \$79,820.

### FISCAL IMPACT

As previously indicated, the Taber funding donation is available for this park development project with no City funds expended to date. Total expenditures toward conceptual design, engineer and professional review costs to date is \$42,576, leaving a remaining balance of \$57,424.

Bids received are higher than the engineer's estimated construction cost, which including a 10% contingency, was at \$50,000. FS Contractor, Inc bid the lowest amount of \$54,900. With a 10% contingency (\$5,490) typically available for public works projects, the total constructions costs would be \$60,390. The construction bid amount with the professional services expended to date exceeds the donated amount by \$2,966 and does not include continued professional services of prevailing wage payroll certifications, typically a part of a public works projects, nor the recognition plaque, additional plantings and materials/supplies for any remaining structures (i.e. hitching post, bench, etc.), estimated at an approximately \$7,000.

With the additional considerations, including the contingency amount which may or may not be used, the total project is estimated at a cost of \$115,000. City staff recommends that the City Council consider the use of Park Facilities Fees to help cover the remaining expenses in an amount not to exceed \$15,000, which would require a budget adjustment accordingly.

## **PUBLIC OUTREACH**

The agenda and staff report for this item were posted and noticed as required. The Palos Verdes Peninsula Land Conservancy and the Taber Family have also been informed of this item and recommendation. The adjacent neighborhood will be noticed in advance of the commencement of the project.

## **RECOMMENDATION**

Staff recommends that the City Council:

1. Accept the bid from FS Contractors, Inc. in the amount of \$54,900, plus a 10% contingency (\$5,490) for a grand total of \$57,645;
2. Approve the Public Works contract between the City of Rolling Hills Estates and FS Contractors, Inc, all to the satisfaction of the City Attorney; and
3. Authorize a Fiscal Year 2020-21 budget adjustment in the amount of \$15,000 from Park Facilities Fees as a City contribution toward the project.

### ***Attachments:***

1. *Bid Analysis from Willdan*
2. *Bid from FS Contractors, Inc.*
3. *Public Works Contract*



## Memorandum

**TO:** Alexa Davis, Assistant City Manager, City of Rolling Hills Estates

**FROM:** Jane Freij, Labor Compliance Manager

**DATE:** April 1, 2021

**SUBJECT:** Bid Analysis for John and Lynn Taber Grove Recreational Trail Improvements Phase I

- A. The City received a total of three (3) bids for the subject project. Bids were opened on March 29, 2021. Bids ranged from a low of \$54,900.00 to a high of \$79,820.00, with an average bid of \$66,813.33. The following bids were received:

1	FS Contractors, Inc.	\$54,900.00
2	Bonadimian Water, Inc.	\$65,720.00
3	Bennett Landscape	\$79,820.00

FS Contractors, Inc. submitted the low bid of \$54,900.00, which was 22% above the engineer's estimate of \$45,144.00.

Staff identified no irregularities in any of the bids.

- B. Staff verified the low bidder's proposal as follows:
1. The low bidder submitted the proposal on the required forms and provided all requested information.
  2. The low bidder computed the total amount bid and extended amounts correctly.
  3. Staff verified with the State Contractor's License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)) and the California Department of Industrial Relations (<https://cadir.secure.force.com/ContractorSearch>) that the low bidder holds a current and active State Contractor's License and is registered with the DIR, as follows:

Contractor Name	License No. & Class	License Expiration Date	DIR Registration No.
FS Contractors Inc.	1005940 A, C8, C27	7/31/2021	1000033438

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4. Staff verified that the low bidder's Workers' Compensation Insurance coverage is current.
5. A proposal guarantee accompanied the proposal in the form of a Bid Bond totaling ten percent (10%) of the bid. The low bidder signed and properly notarized the Bid Bond. The surety agent, Preferred Bonding, Inc., 3455 Ocean View Blvd., #200, Glendale, CA 91208, (323) 663-7814, verified the Bid Bond and confirmed that it would provide the Bonds for Performance and Labor and Materials. Staff verified through the State Department of Insurance website (<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile>) that the Bid Bonding Company, RLI Insurance Company, is an admitted surety in the State of California.
6. Staff verified through the State Department of Insurance website that the Contractor's License Bonding Company, American Contractors Indemnity Company, is an admitted surety in the State of California.
7. Staff verified that neither the low bidder nor any of its key personnel appear on the Federal or State debarment lists (<https://www.sam.gov>; <https://www.dir.ca.gov/dlse/debar.html>).
8. The low bidder has successfully completed several recent projects in Southern California.

Attachments: Bid Analysis  
Website printouts verifying contractor

**CITY OF ROLLING HILLS ESTATES**

**JOHN AND LYNN TABER GROVE RECREATIONAL TRAIL IMPROVEMENTS PHASE 1**

**BID SUMMARY**

ITEM	DESCRIPTION	QTY.	UNIT	Engineer's Estimate		FS CONTRACTORS, INC.		BONADIMIAN WATER, INC.		BENNETT LANDSCAPE	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing and grubbing.	1	LS	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
2	Unclassified fill.	7	CY	\$300.00	\$2,100.00	\$300.00	\$2,100.00	\$200.00	\$1,400.00	\$300.00	\$2,100.00
3	Construct 8-foot wide trail with graded compacted native soil.	1	LS	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00
4	Construct hitching post area with graded compacted native soil.	1	LS	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
5	Construct resting area with graded compacted native soil.	1	LS	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$14,000.00	\$14,000.00	\$3,000.00	\$3,000.00
6	Construct rip rap area complete per plan including geotextile fabric.	20	TON	\$300.00	\$6,000.00	\$350.00	\$7,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00
7	Furnish and install jute mesh netting for erosion control on newly graded areas.	1	LS	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
8	Furnish and install shredded wood chips over jute netting on newly graded areas.	1	LS	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$9,500.00	\$9,500.00
9	Construct 6-inch thick PCC over 95% compacted native soil subgrade.	112	SF	\$12.00	\$1,344.00	\$25.00	\$2,800.00	\$60.00	\$6,720.00	\$35.00	\$3,920.00
10	Perform grading per civil engineering grading plan.	1	LS	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$5,600.00	\$5,600.00	\$9,800.00	\$9,800.00
<b>TOTALS</b>					<b>\$45,144.00</b>		<b>\$54,900.00</b>		<b>\$65,720.00</b>		<b>\$79,820.00</b>

BA21-03 (108929)

3/31/2021 JF:mh

**CITY OF ROLLING HILLS ESTATES**

**JOHN AND LYNN TABER GROVE RECREATIONAL TRAIL  
IMPROVEMENTS PHASE 1**

<b><u>BIDDERS</u></b>	<b><u>BID AMOUNT</u></b>
FS CONTRACTORS, INC.	\$ 54,900.00
BONADIMIAN WATER, INC.	\$ 65,720.00
BENNETT LANDSCAPE	\$ 79,820.00
<b>BID AMOUNT AVERAGE</b>	<b>\$ 66,813.33</b>

BA21-03 (108929)

3/31/2021 JF:mh

**CITY OF ROLLING HILLS ESTATES**

**JOHN AND LYNN TABER GROVE RECREATIONAL TRAIL IMPROVEMENTS PHASE 1**

**ANALYSIS**

ITEM	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE	AVERAGE BID	LOW BID	
						Amount	Bidder
1	Clearing and grubbing.	1	LS	\$ 8,000.00	\$ 12,666.67	\$ 8,000.00	FS CONTRACTORS, INC.
2	Unclassified fill.	7	CY	\$ 300.00	\$ 266.67	\$ 200.00	BONADIMIAN WATER, INC.
3	Construct 8-foot wide trail with graded compacted native soil.	1	LS	\$ 9,500.00	\$ 10,666.67	\$ 6,000.00	BONADIMIAN WATER, INC.
4	Construct hitching post area with graded compacted native soil.	1	LS	\$ 2,400.00	\$ 3,500.00	\$ 3,000.00	FS CONTRACTORS, INC.
5	Construct resting area with graded compacted native soil.	1	LS	\$ 1,800.00	\$ 6,333.33	\$ 2,000.00	FS CONTRACTORS, INC.
6	Construct rip rap area complete per plan including geotextile fabric.	20	TON	\$ 300.00	\$ 450.00	\$ 350.00	FS CONTRACTORS, INC.
7	Furnish and install jute mesh netting for erosion control on newly graded areas.	1	LS	\$ 7,000.00	\$ 5,333.33	\$ 4,000.00	BONADIMIAN WATER, INC.
8	Furnish and install shredded wood chips over jute netting on newly graded areas.	1	LS	\$ 2,000.00	\$ 5,500.00	\$ 3,000.00	FS CONTRACTORS, INC.
9	Construct 6-inch thick PCC over 95% compacted native soil subgrade.	112	SF	\$ 12.00	\$ 40.00	\$ 25.00	FS CONTRACTORS, INC.
10	Perform grading per civil engineering grading plan.	1	LS	\$ 5,000.00	\$ 7,466.67	\$ 5,600.00	BONADIMIAN WATER, INC.

BA21-03 (108929)

3/31/2021 JF:mh



## Contractor's License Detail for License # 1005940

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/31/2021 3:12:30 PM

### Business Information

F S CONTRACTORS INC  
14838 BLEDSOE STREET  
SYLMAR, CA 91342  
Business Phone Number:(818) 838-6040

**Entity** Corporation  
**Issue Date** 07/29/2015  
**Expire Date** **07/31/2021**

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

- ▶ [A - GENERAL ENGINEERING CONTRACTOR](#)
- ▶ [C-8 - CONCRETE](#)
- ▶ [C27 - LANDSCAPING](#)

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

**Bond Number:** 100280470

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying individual JOSE ANGEL ROJO FIERROS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 07/29/2015

### Workers' Compensation

This license has workers compensation insurance with the [INSURANCE COMPANY OF THE WEST](#)

**Policy Number:** WSA503277105

**Effective Date:** 07/31/2020

**Expire Date:** 07/31/2021

[Workers' Compensation History](#)

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



## ▼ Contractor's License Detail (Personnel List)

**Contractor License #** 1005940

**Contractor Name** F S CONTRACTORS INC

Click on the person's name to see a more detailed page of information on that person

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### Licenses Currently Associated With

<b>Name</b>	<a href="#">JOSE ANGEL ROJO FIERROS</a>
<b>Title</b>	RMO / CEO / PRES
<b>Association Date</b>	07/29/2015
<b>Classification</b>	A
<b>Additional Classification</b>	<a href="#">There are additional classifications that can be viewed by selecting this link.</a>
<b>Name</b>	<a href="#">JOSE E FIERROS ROJO</a>
<b>Title</b>	OFFICER
<b>Association Date</b>	07/06/2020
<b>Name</b>	<a href="#">SALOMON FIERROS ROJO</a>
<b>Title</b>	OFFICER
<b>Association Date</b>	06/30/2020

### Licenses No Longer Associated With

## Contractor Information

**Legal Entity Name**

FS CONTRACTORS INC

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000033438

**Registration effective date**

7/1/2019

**Registration expiration date**

6/30/2021

**Mailing Address**

14838 BLEDSOE ST. SYLMAR 91342 CA United S...

**Physical Address**

14838 BLEDSOE ST. SYLMAR 91342 CA United S...

**Email Address****Trade Name/DBA****License Number(s)**

CSLB:1005940

CSLB:1005940

## Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
6/15/2018	6/30/2019
5/8/2017	6/30/2018
5/10/2016	6/30/2017
1/5/2016	6/30/2016
7/1/2019	6/30/2021

## Legal Entity Information

**Corporation Number:**

3770094

**Federal Employment Identification Number:****President Name:**

JOSE ANGEL FIERROS

**Vice President Name:**

SALOMON FIERROS

**Treasurer Name:**

JOSE ANGEL FIERROS

**Secretary Name:**

JOSE ERNESTO FIERROS

**CEO Name:****Agent of Service Name:**

JOSE ANGEL FIERROS

**Agent of Service Mailing Address:**

14838 BLEDSOE ST. SYLMAR 91342 CA United States of America

## Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)? No

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
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Insured by Carrier

**Policy Holder Name:**FS CONTRACTORS INC**Insurance Carrier:**

INSURANCE COMPANY OF THE WEST**Policy Number:**WSA5032771**Inception date:**

7/30/2020**Expiration Date:**7/30/2021

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- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
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- Financial Statements PDF's
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- Company Enforcement Action
- Composite Complaints Studies

- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**RLI INSURANCE COMPANY**  
**9025 N LINDBERGH DR**  
**PEORIA, IL 61615**  
**800-331-4929**

**Old Company Names**

**Effective Date**

UNITED FOUNDERS NAT'L INS CO 10/19/1973

**Agent For Service**

LISA SIRMAN  
 801 S Figueroa Street, Suite 900  
 Los Angeles CA 90017-2527

**Reference Information**

NAIC #:	13056
California Company ID #:	2027-1
Date Authorized in California:	12/09/1970
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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**NAIC Group List**

NAIC Group #: 0783 RLI INS GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS

PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

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  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**AMERICAN CONTRACTORS INDEMNITY COMPANY**  
**801 S. FIGUEROA STREET**  
**LOS ANGELES, CA 90017**

**Old Company Names** **Effective Date**

**Agent For Service**

ANNA NOVEMAN  
 801 S Figueroa Street Suite 700  
 Los Angeles CA 90017

**Reference Information**

NAIC #:	10216
California Company ID #:	3634-3
Date Authorized in California:	05/23/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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**NAIC Group List**

NAIC Group #: 3098 Tokio Marine Holdings Inc GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

SURETY

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**SAM Search Results**  
**List of records matching your search for :**

**Search Term : FS Contractors Inc.\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Jose Angel Rojo Fierros\***  
**Record Status: Active**

**No Search Results**



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Jose E Fierros Rojo\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Salomon Fierros Rojo\***  
**Record Status: Active**

**No Search Results**



# Department of Industrial Relations

## DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

Name of contractor	Period of debarment
<b>Avi Shechter, Individually</b> <b>DBA Avi Shechter</b>  CSLB Number: 908891 and 1018353	<b>5/6/2019 through 5/5/2022</b> <a href="#">Decision LB 6328</a>
<b>Patrick Kim, Individually</b> <b>DBA Ritecon Plumbing</b>  CSLB Number: 991018	<b>8/21/2018 through 8/20/2019</b> <a href="#">Decision LB 6762</a>
<b>Bighorn Construction, Inc.</b>  CSLB Number: 597866	<b>5/5/2018 through 5/4/2021</b> <a href="#">Decision LB 6658</a>
<b>Doug Parks, Individually dba</b> <b>Doug Parks and Son Plumbing</b>  CSLB Number: 411825	<b>10/11/2017 through 10/10/2019</b> <a href="#">Decision SC 5807</a>
<b>Worthington Construction, Inc.;</b> <b>Dale Worthington, an individual and CEO/RMO of</b>	<b>6/15/2018 through 9/16/2019</b> <a href="#">Decision LB 5267</a>

<p><b>Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction</b></p> <p>CSLB Number: 714836</p>	
<p><b>RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc.</b></p> <p>CSLB Number: 892389</p>	<p><b>4/1/2017 through 8/18/2018</b> <a href="#"><u>Decision LB 5266</u></a></p>
<p><b>Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship</b></p> <p>CSLB Number: 899312 and 1013848</p>	<p><b>2/1/2017 through 1/31/2020</b> <a href="#"><u>Decision 40-48480-516</u></a></p>
<p><b>Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO</b></p> <p>CSLB Number: 849169</p>	<p><b>4/3/2018 through 10/3/2019</b> <a href="#"><u>Decision SC 6390</u></a></p>
<p><b>Dave Cook Concrete Construction, Inc., and David William Cook</b> 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189</p> <p>CSLB Number: 461897</p>	<p><b>3/1/2017 through 2/29/2020</b> <a href="#"><u>Decision LB 6207</u></a></p>
<p><b>Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual</b> P.O. Box 16599 Beverly Hills, CA 90209-2599</p> <p>CSLB Number: 827829</p>	<p><b>05/12/17 through 05/11/20</b> <a href="#"><u>Decision SC 5517</u></a></p>
<p><b>Evans Roofing Co., Inc.</b> 2020 South Yale Street Santa Ana, CA 92706</p>	<p><b>10/31/16 through 10/30/19</b> <a href="#"><u>Decision LB 6270</u></a></p>

<p>CSLB Number: 610549</p>	
<p><b>Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing</b>  Sierra Nevada Stucco  P.O. Box 8472  Reno, NV 89502  CSLB Number: 915812</p> <p>2K Roofing  820 Kuenzli Street  Reno, NV 89502  CSLB Number: 954551</p>	<p>05/14/17 through 05/13/20  <a href="#">Decision SC 6037</a></p>
<p><b>Del Norte Construction, And Trinidad Manuel Canales, an Individual</b>  PO Box 5101  Oxnard, CA 93030</p> <p>5020 Wooley Rd.  Oxnard, CA 93030</p> <p>CSLB Number: #945723</p>	<p>6/01/16 through 5/31/17  <a href="#">Decision LB 5533</a></p>
<p><b>Diversified Building &amp; Electric Company, Inc.</b>  409 Tennant Station  Morgan Hill, CA 95037</p> <p><b>Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company</b></p> <p>CSLB Number: #765312</p>	<p>2/15/16 through 8/15/17  <a href="#">Decision SC 5714</a></p>
<p><b>Fast Demolition, Inc.</b>  601-C East Palomar Street #123  Chula Vista, CA 91911  CSLB Number: #792729</p> <p><b>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</b></p>	<p>4/1/44 through 3/31/47  <a href="#">Decision LB5742</a></p> <p>4/1/41 through 3/31/44  <a href="#">Decision LB5665</a></p> <p>4/1/36 through 3/31/39  <a href="#">Decision LB5740</a></p>

4/1/33 through 3/31/37

[Decision LB5651](#)

4/1/33 through 3/31/37

[Decision LB5739](#)

4/1/24 through 3/31/27

[Decision LB5741](#)

4/1/30 through 3/31/33

[Decision LB5743](#)

4/1/27 through 3/31/30

[Decision LB5666](#)

4/1/21 through 3/31/24

[Decision LB5667](#)

4/1/18 through 3/31/21

[Decision LB5668](#)

4/01/15 through 3/31/18

[Decision LB5345](#)

**Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III,  
Individually And dba Amerivet Plumbing Services**  
CSLB Number: #969048 and #919761

8/6/15 through 8/5/18

[Decision SC 5756](#)

**Ultimate Inc., And, Enrique Vera, an Individual**  
PO Box 571117  
Tarzana, CA 91356-1117  
CSLB Number: #949229

12/1/15 through 11/30/18

[Decision LB 5655 & LBS659](#)

**Travioli Construction, Inc.**  
PO Box 231  
Visalia, CA 93274  
CSLB Number: #936832

9/11/15 through 3/10/17

[Decision SC 5800](#)

**Integrity Sheet Metal, Inc.**  
319 McArthur Way  
Upland, CA 91786  
CSLB #726770

2/01/15 through 1/31/18

[Decision LB 5596](#)

**William Ben Hicks, an individual;  
Margaret Mary Hicks, an individual**

<p><b>L A Builders, Inc., a California Corporation</b>  15635 Saticoy Street, #H  Van Nuys, CA 91406  CSLB #748591</p> <p><b>Alon Gamliel</b>, an individual</p>	<p><b>2/01/15 through 1/31/18</b>  <a href="#"><u>Decision LB5 171</u></a></p>
<p><b>USA Wall Systems, Inc.</b>  8309 Sunshine Lane  Riverside, CA 92508  CSLB #929610</p> <p><b>Edward Eugene Brammer</b>, an individual  and in his capacity as President/CEO/RMO</p>	<p><b>4/01/15 through 3/31/18</b>  <a href="#"><u>Decision LB 5323</u></a></p>
<p><b>Daughter Construction</b>  <b>formerly dba Hy Carpentry Construction</b>  15407 Thornlake Avenue  Norwalk, CA 90650  CSLB #979297</p> <p><b>Sharon Jin Yoo</b>, an individual;  <b>Dae Hyun Yoo</b>, an individual  and in his capacity as manager/supervisor for Sharon Jin Yoo  and in his capacity as General Partner for HY Construction, a  General Partnership.</p>	<p><b>4/01/15 through 3/31/18</b>  <a href="#"><u>Decision LB 5466, LB5467, LB5468 &amp; LB5520</u></a></p>
<p><b>RDA Construction, Inc.</b>  1692 W. Bullard Ave.,  Fresno, CA 93711  CSLB# 383306</p>	<p><b>12/15/14 through 12/14/16</b>  <a href="#"><u>Decision 40-40508-522 &amp; 44-40509-522</u></a></p>
<p><b>Titan Electrical Construction, Inc.</b>  Lucas Oliver Stickney, an individual  Jamie Noel Furr, an individual  630 Natoma Street  San Francisco, CA 94103  CSLB# 919516</p>	<p><b>11/3/14 through 11/2/17</b>  <a href="#"><u>Decision SC 5539</u></a></p>
<p><b>Ramos Painting</b></p>	<p><b>11/3/14 through 11/2/15</b></p>

<p>Carlos Ray Ramos, an individual  P.O. Box 3871  Paso Robles, CA 93447  CSLB# 753575</p>	<p><a href="#">Decision SC 5518</a></p>
<p><b>Dick Emard Electric.</b>  dba Emard Electric Luke Richard Emard, an individual and RMO  5930 Key Court, Suite A  Loomis, CA 95650  CSLB# 794007</p>	<p><b>11/3/14 thorough 11/2/17</b>  <a href="#">Decision SC 5521</a></p>
<p><b>Nixon Electric</b>  Gordon Fulton Nixon, an individual  5624 Faust Ave.  Woodland Hills, CA 91367  CSLB# 796802</p>	<p><b>8/1/14 through 7/31/17</b>  <a href="#">Decision LB 4495</a></p>
<p><b>Neris General Contractors, a California Corporation</b>  Efren Neri, an individual  Servando Neri, an individual  Rebeca Neri, an individual  Luis Abelardo Castro, an individual  6087 California Ave.  Long Beach, CA 90805  CSLB# 797967</p>	<p><b>2/28/14 through 2/27/17</b>  <a href="#">Decision LB 4511, LB4512 &amp; LB4521</a></p>
<p><b>Southland Construction</b>  Reza Mohammedi, an individual  3943 Irvine Blvd., #405, Irvine, CA 92602  CSLB# 663784 (expired)</p>	<p><b>10/14/14 through 10/13/17</b>  <a href="#">Decision SAC 5492</a></p>
<p><b>National Drywall Corporation,  A Dissolved California Corporation</b>  603 S. Milliken Avenue, Suite F  Ontario, CA 91761  CSLB #834335</p> <p><b>Miguel Contreras, an Individual and  Responsible Managing Officer/CEO/President</b></p> <p><b>Dora Maria Contreras, an Individual and  Agent/Officer of the Corporation</b></p>	<p><b>8/4/14 through 8/3/17</b>  <a href="#">Decision SAC 5506</a></p>



<p><b>Tadros &amp; Youssef Construction, Inc.</b>  <b>Kamel Shaker Tadros &amp; Makram Youssef Youssef, Individually</b>  1221 E 8th Street, Unit A, Upland, CA 91786</p> <p>CSLB# 698182 (expired)</p>	<p><b>5/10/14 through 5/9/17</b>  <a href="#"><u>Decision SAC 5308</u></a></p>
<p><b>Serenity Fire Protection</b>  417 S. Associated Road, Brea, CA 92821</p> <p>CSLB# 902927</p>	<p><b>5/1/14 through 4/30/17</b>  <a href="#"><u>Decision LB 4202</u></a></p>
<p><b>Don Kelly Construction , Inc.</b>  <b>Don Kelly, Individual and Lisa Kelly, Individual</b>  171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719</p>	<p><b>3/25/14 through 3/24/17</b>  <a href="#"><u>Decision LB 4484</u></a></p>
<p><b>Aldan, Inc.</b>  P.O. Box 9428, Brea, CA 92822</p> <p>CSLB #949229</p>	<p><b>2/28/14 through 2/27/17</b>  <a href="#"><u>Decision LB5175</u></a></p>
<p><b>Russell/Thompson, Inc.</b>  <b>James Jean Russell &amp; Valery Alena Thompson, Individually</b>  4684 Oak Glen Dr., Redding, CA 96001</p> <p>CSLB# 915036 (revoked)</p>	<p><b>10/31/13 through 10/31/16</b>  <a href="#"><u>Decision SC 5309</u></a></p>
<p><b>Ayodejia A. Ogundare, Individual</b>  <b>Db a Pacific Engineering Company</b>  6310 Stewart Way, Bakersfield, CA 93308</p> <p>CLSB#710322</p>	<p><b>5/15/2013 through 5/15/2014</b>  <a href="#"><u>Decision SAC 1039</u></a></p>
<p><b>Wallcrete Industries, Inc.; Garit David</b>  <b>Wallace and Amber Anderson, Individuals</b>  400 Kansas, Redlands, CA 92373</p> <p>CSLB#834220</p>	<p><b>7/29/12 through 7/28/15</b>  <a href="#"><u>Decision SAC 5175</u></a></p>

<p><b>FEI Enterprises, Inc</b>  <b>Gabriel Fedida, Individual</b>  5749 Venice Blvd., Los Angeles, CA 90019   CSLB#659252</p>	<p><b>6/14/12 through 6/13/15</b>  <a href="#">Decision SC 5198</a></p>
<p><b>Jeffrey Alan Mott and Michelle Mott, individuals</b>  <b>Dda Integrity Landscape</b>  3756 Independence Avenue  Sanger, CA 93637  CSLB#774222</p>	<p><b>3/29/12 through 3/28/15</b>  <a href="#">Decision SC 5160</a></p>
<p><b>Jensen Drywall &amp; Stucco</b>  <b>Jeffrey E. Jensen</b>  3714 Lynda Place  National City, CA 91950-8121  CSB # 664168 Exp. 2/18/11 (expired)</p>	<p><b>3/31/11 through 3/30/13</b>  <a href="#">Decision SC 5095</a></p>
<p><b>All West Construction, Inc.</b>  <b>Donald Kent Russell</b>  495 N. Marks Ave.  Fresno, CA 93706  CSB # 592321 Exp. 4/3/12 (suspended)</p>	<p><b>3/31/11 through 3/30/13</b>  <a href="#">Decision se 5013</a></p>
<p><b>Country Builders, Inc.</b>  <b>Weldon Offill, individually</b>  5915 Graham Ct.  Livermore, CA 94550  CSB # 699574 Exp. 11/30/12 (active)</p>	<p><b>3/1/11 through 2/28/14</b>  <a href="#">Decision SC 5053</a>  <a href="#">Addendum SC 5053</a></p>
<p><b>Sutter Foam &amp; Coating, Inc.</b>  909 A. George Washington  Yuba City, CA 95993  CSB # 732014 Exp. 1/31/09 (inactive)</p> <p><b>David Alvin Trexler, an individual</b>  909 A. George Washington  Yuba City, CA 95993</p> <p><b>Kenneth A. Trexler, an individual</b>  2603 Lago Lane</p>	<p><b>7/1/10 through 6/30/13</b>  <a href="#">Decision SAC 5012</a></p>

<p>Marysville, CA 95901</p>	
<p><b>Soo Dong Kim, an individual, dba Soo Kim Electric Company</b> 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p><b>Hyo Nam Jung, an individual, dba Lucid Electric</b> 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10</p>	<p>4/19/10 through 4/18/13 <a href="#">Decision SAC 1064</a></p>
<p><b>Southwest Grading, dba Southwest Grading Services, Inc.,</b> 22031 Waite Street Wildomar, CA 92595</p> <p><b>David Walter Cholewinski, an individual</b> 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10</p>	<p>3/18/10 through 3/17/13 <a href="#">Decision SAC 1058</a></p>
<p><b>S.J. Cimino Electric, Inc., a California corporation,</b> 3267 Dutton Ave. Santa Rosa, CA 95404</p> <p><b>Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual</b> 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)</p>	<p>10/15/09 through 10/14/12 <a href="#">Decision SAC 1052</a></p>
<p><b>Cedar Development Corporation Serghon Gabriel Afram, individually</b> 12477 Feather Dr Mira Loma, CA 91752</p>	<p>8/5/09 through 8/4/12 <a href="#">Decision SAC 1042</a></p>

CSB # 839898 Exp. 6/30/10 (suspended)	
<b>All Floors Commercial and Residential Flooring, Inc.</b> <b>Salvador Elias Perea, individually</b> 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	<b>5/14/09 through 5/13/12</b> <a href="#"><u>Decision SAC 1040</u></a>
<b>1-AMD Construction, Inc.</b> <b>Alberto Mordoki, individually</b> <b>Mirella Mordoki, individually</b> 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	<b>3/16/09 through 3/15/12</b> <a href="#"><u>Decision SAC1037</u></a>

August 2019

## PROPOSAL

FOR

JOHN AND LYNN TABER GROVE – RECREATIONAL TRAIL IMPROVEMENTS  
PHASE 1

IN THE CITY OF ROLLING HILLS ESTATES

TO THE CITY OF ROLLING HILLS ESTATES, 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, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter 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 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 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 amounts, 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 10-working days after the date of the AGENCY'S notice of 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.

BID SCHEDULE  
 JOHN AND LYNN TABER GROVE – RECREATIONAL TRAIL IMPROVEMENTS  
 PHASE 1  
 IN THE CITY OF ROLLING HILLS ESTATES

Bid Schedule consists of the grading and drainage improvements on Taber's property and adjacent City property at Palo Verdes Drive East and Harbor Sight Drive.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Clearing and grubbing.	LS	1	\$ 8,000	\$ 8,000
2.	Unclassified fill.	CY	7	\$ 300	\$ 2,100
3.	Construct 8-foot wide trail with graded compacted native soil.	LS	1	\$ 15,000	\$ 15,000
4.	Construct hitching post area with graded compacted native soil.	LS	1	\$ 3,000	\$ 3,000
5.	Construct resting area with graded compacted native soil.	LS	1	\$ 2,000	\$ 2,000
6.	Construct rip rap areas complete per plan including geotextile fabric.	TON	20	\$ 350	\$ 7,000
7.	Furnish and install jute mesh netting for erosion control on newly graded areas.	LS	1	\$ 5,000	\$ 5,000
8.	Furnish and install shredded wood chips over jute netting on newly graded areas.	LS	1	\$ 3,000	\$ 3,000
9.	Construct 6-inch thick PCC trail over 95% compacted native soil subgrade.	SF	112	\$ 25	\$ 2,800
10.	Perform grading per civil engineering grading plan.	LS	1	\$ 7,000	\$ 7,000
TOTAL BID SCHEDULE IN FIGURES					\$ 54,900. <sup>00</sup>
TOTAL BID SCHEDULE IN WORDS <i>Fifty four thousand, nine hundred &amp; 00/100</i>					

**Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 1**

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, as amended, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or \$10,000, whichever is greater. **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Subcontracted	Contractor License Number and DIR Reg. Number	DBE (Y/N)*	DBE Cert Number*	Annual Gross Receipts
Name: N/A							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: _____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: _____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: _____ yrs.
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City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: _____ yrs.
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: _____ yrs.
City, State:							

\* DBE information *not* required for locally funded, state-funded, and U.S. Housing and Urban Development/Community Development Block Grant (CDBG)-funded projects.

### Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.**  
 Federal Project Number: \_\_\_\_\_

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Subcontracted	Contractor License Number and DIR Reg. Number	DBE (Y/N)*	DBE Cert Number*	Annual Gross Receipts
Name: <b>N/A</b>							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm ____ yrs
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm ____ yrs
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm ____ yrs
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm ____ yrs
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm ____ yrs
City, State:							
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm ____ yrs
City, State:							



REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. City of La Cañada Flintridge One Civic Center La Cañada Flintridge, CA 91011  
Name and Address of Owner  
Nasser Shoushtarian (818) 790-8880  
Name and telephone number of person familiar with project  

<u>\$230,340</u>	<u>Trail Improvements</u>	<u>12/16/19</u>
Contract amount	Type of work	Date completed
  
2. City of San Dimas 245 East Bonita Ave. San Dimas, CA 91773-3002  
Name and Address of Owner  
David Gilbertson (909) 594-9702  
Name and telephone number of person familiar with project  

<u>\$125,020</u>	<u>Trail Improvements</u>	<u>5/21/19</u>
Contract amount	Type of work	Date completed
  
3. Conejo Recreation & Parks District 403 W. Hillcrest Dr. Thousand Oaks, CA 91360  
Name and Address of Owner  
Andrew Mooney (805) 495-6471  
Name and telephone number of person familiar with project  

<u>\$15,500</u>	<u>Trail Improvements</u>	<u>10/23/19</u>
Contract amount	Type of work	Date completed

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

- RLI 9025 N. Lindbergh Dr. Peoria IL 61615 (800) 645-2402
  
- Preferred Bonding, Inc 3455 Ocean View Blvd. Suite 200 Glendale, CA 91208 (323) 663-7814
  
- Sierra Oak Insurance Services, Inc. 9700 Business Park Drive, Suite 105  
Sacramento, CA 95827 (916) 364-7380

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, 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.

### AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

### NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

California Public Contract Code requires every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form

**NONCOLLUSION DECLARATION**  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

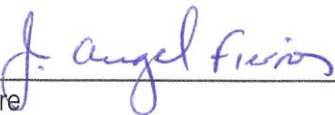
I am the President of FS Contractors Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 26, 2021 [date], at Sylmar [city], CA [state].

FS Contractors Inc.  
Bidder Name

  
Signature

Jose Angel Fierros, President  
Printed Name and Title

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name FS Contractors Inc.

Business Address 14838 Bledsoe St. Sylmar, CA 91342

Contact: Jose Angel Fierros Telephone (818) 838-6040

Email Address martha@fscontractorsinc.com

State Contractor's License No. and Class 1005940 A-C8-C27

Original Date Issued 4/30/15 Expiration Date 7/31/21

Department of Industrial Relations Registration No. 1000033438

Registration Date 6/14/18 Expiration Date 6/30/21

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

Jose Angel Fierros, President 13368 Aldergrove St. Sylmar, CA 91342 (818) 974-0895

Salomon Fierros, Vice President 12862 Maclay Ave. Sylmar, CA 91342 (818) 335-0482

Jose E Fierros, Corporate Secretary 28470 Santa Catarina Ave. Saugus, CA 91350 (818) 335-0775

The dates of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

N/A

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

N/A

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: 3/26/21

BIDDER: FS Contractors, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct.

*J. Angel Fierros*  
Contractor's Signature

Jose Angel Fierros  
Printed Name

**Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

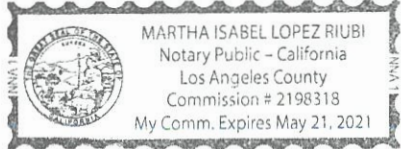
On March 26, 2021 before me, Martha Isabel Lopez Riubi, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Jose Angel Fierros  
*Name(s) of Signer(s)*

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 Martha Lopez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



CITY OF ROLLING HILLS ESTATES  
PROPOSAL GUARANTEE

BID BOND

FOR

JOHN AND LYNN TABER GROVE – RECREATIONAL TRAIL IMPROVEMENTS  
PHASE 1

KNOW ALL MEN BY THESE PRESENTS that FS Contractors, Inc.  
\_\_\_\_\_ as BIDDER, and

RLI Insurance Company

a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Rolling Hills Estates, as AGENCY, in the penal sum of Ten Percent of the Total Amount of the Bid [IN WORDS] dollars (\$ 10%), which is 10 percent of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER 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 BIDDER 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 WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29th day of March, 2021

Dated: March 29, 2021

BIDDER: Name: FS Contractors, Inc.

Address: 14838 Bledsoe Street Sylmar, CA 91342

By: J. Angel Fierros  
(Signature)

Type Name and Title: Jose Angel Fierros, President

SURETY: Name: RLI Insurance Company

Address: 9025 N. Lindbergh Drive Peoria, IL 61615

By: Pietro Micciche  
(Signature)

Type Name and Title: Pietro Micciche, Attorney-in-Fact

Note: This bond must be executed and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

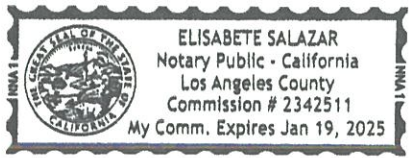
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On MAR 29 2021 before me, Elisabete Salazar, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Pietro Micciche  
*Name(s) of Signer(s)*

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 [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Angel Nunez, Elsa Escobar, jointly or severally

in the City of Glendale, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of March, 2021.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 8th day of March, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 29th day of March, 2021

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Jick  
Jeffrey D. Jick Corporate Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

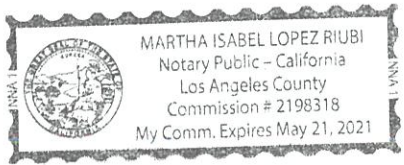
On March 26, 2021 before me, Martha Isabel Lopez Riubi, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Jose Angel Fierros  
*Name(s) of Signer(s)*

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 Martha Lopez  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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  X

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

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

CITY OF ROLLING HILLS ESTATES  
CONTRACT AGREEMENT

FOR

JOHN AND LYNN TABER GROVE – RECREATIONAL TRAIL IMPROVEMENTS  
PHASE 1

This Contract Agreement (“Contract”) for the above-stated project (“Project”) is effective as of \_\_\_\_\_, 2021, and is between the CITY OF ROLLING HILLS ESTATES, as AGENCY, and \_\_\_\_\_, as CONTRACTOR.

AGENCY and CONTRACTOR agree as follows:

ARTICLE I

The “Contract Documents” for the Project consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All the provisions of these Contract Documents are made a part of this Contract as though fully set forth herein.

ARTICLE II

In consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the Project, and to fulfill all other obligations as set forth in the Contract Documents.

ARTICLE III

CONTRACTOR agrees to accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation covers all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work in the manner and time specified in the Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.



#### ARTICLE IV

AGENCY agrees to employ CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions of the Contract Documents, and further agrees to pay CONTRACTOR at the time, in the manner, and upon the conditions set forth in the Contract Documents.

#### ARTICLE V

CONTRACTOR acknowledges that any work under this Contract that qualifies as a "public work" within the meaning of California Labor Code section 1720 requires that CONTRACTOR and its subcontractors comply with the provisions of California Labor Code sections 1774 and following. In particular, CONTRACTOR acknowledges and agrees to the following: (1) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code sections 1774 and 1775 regarding payment of prevailing wages and the penalties for the failure to pay applicable prevailing wage rates; (2) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties. CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; (3) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day's work; and (4) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the applicable maximum hours per day and per week provisions.

CONTRACTOR agrees that it will award any contracts and subcontracts for work under this Contract that qualifies as a "public work" under the Labor Code only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code section 1725.5. CONTRACTOR must obtain proof of such registration from all such subcontractors.

CONTRACTOR further acknowledges that CONTRACTOR is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). Information concerning this compliance monitoring obligation may be found at the website located at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

#### ARTICLE VI

CONTRACTOR agrees to (1) immediately defend and (2) indemnify AGENCY from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, or its officers, employees, agents, or subcontractors committed in performing any work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to CONTRACTOR's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees,

court costs, and costs of alternative dispute resolution. CONTRACTOR's duty to defend is a separate and distinct obligation from CONTRACTOR's duty to indemnify. CONTRACTOR is obligated to defend AGENCY in all legal, equitable, administrative, or special proceedings, with counsel approved by AGENCY, immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of any AGENCY indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any AGENCY indemnified party, then CONTRACTOR may submit a claim to AGENCY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the AGENCY indemnified party. CONTRACTOR agrees that its defense and indemnification obligation under this article, includes the reasonable costs of attorneys' fees incurred by the AGENCY City Attorney's office to monitor and consult with CONTRACTOR regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. AGENCY will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum. For the purposes of this article, "AGENCY" includes AGENCY's officers, officials, employees and agents including Willdan Engineering.

ARTICLE VII

The liability insurance coverage amounts must be:

<u>Insurance Coverage Requirements</u>	<u>Limit</u>
Comprehensive General Liability	\$2,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$2,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of **\$3,000,000** will be considered equivalent to the required minimum limits. The issuer must be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage must be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VIII by A.M. Best & Co. Any deviation from this requirement will require specific approval, in writing, from AGENCY.

The insurance must name the City of Rolling Hills Estates, its officers, employees and agents as additional insured by endorsement of the CONTRACTOR'S policy. A copy of

the endorsement, showing policy limits, must be provided to AGENCY on or before signing this Contract.

CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions.

ARTICLE VIII

CONTRACTOR warrants that the signatures, titles and seals set forth hereinafter in execution of this Contract are correct and that the persons executing this Contract are fully authorized to execute this Contract and bind CONTRACTOR to the terms and conditions of this Contract.

ARTICLE IX

Records and Audits. CONTRACTOR must maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by AGENCY to assure proper accounting for all Project funds, both federal and non-federal shares. These records will be made available for audit purposes to AGENCY or any authorized representative upon request and must be retained for **five (5) years** after the completion of the work on the Project, unless permission to destroy them is granted by the AGENCY.

ARTICLE X

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract to be executed in duplicate as of the date set forth above

**CONTRACTOR:** \_\_\_\_\_  
(Signature)

Name and Title (Printed) \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Class \_\_\_\_\_

CITY Business License No. \_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

**Note: Signature of Contractor must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.**

AGENCY: \_\_\_\_\_  
Mayor of the City of Rolling Hills Estates

Attested: \_\_\_\_\_  
City Clerk of the City of Rolling Hills Estates

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

Approved as to form \_\_\_\_\_,  
City Attorney of the City of Rolling Hills Estates

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



CITY OF ROLLING HILLS ESTATES  
FAITHFUL PERFORMANCE BOND

FOR

JOHN AND LYNN TABER GROVE – RECREATIONAL TRAIL IMPROVEMENTS  
PHASE 1

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ as  
CONTRACTOR and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the  
City of Rolling Hills Estates, as AGENCY, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), which is 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, 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 annexed 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, 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 release either CONTRACTOR or SURETY,  
and notice of such alterations is hereby waived by SURETY.

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

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

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

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

\_\_\_\_\_

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

(Signature)

Type Name and Title \_\_\_\_\_

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

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

\_\_\_\_\_

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

(Signature)

Type Name and Title: \_\_\_\_\_

**Note:** This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,  
and evidence of the authority of any person signing as attorney-in-fact must be attached.

CITY OF ROLLING HILLS ESTATES  
MATERIAL AND LABOR BOND

FOR  
JOHN AND LYNN TABER GROVE – RECREATIONAL TRAIL IMPROVEMENTS  
PHASE 1

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as CONTRACTOR, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Rolling Hills Estates, as AGENCY, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, 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 annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

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

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

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

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

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Type Name and Title \_\_\_\_\_

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

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

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Type Name and Title: \_\_\_\_\_

**Note:** This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF                                 )

---

being first duly sworn, deposes and says that he is

---

(sole owner, a partner, president, etc.)

of \_\_\_\_\_, the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, bid depository or to any member or agency thereof, or to any other individual, except to such person or persons as have a partnership of other financial interest with said bidder in his general business.

Signed \_\_\_\_\_

\_\_\_\_\_  
Title

(MUST BE SWORN TO BEFORE A NOTARY PUBLIC AND NOTARIAL JURAT ATTACHED.)

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Rolling Hills Estates prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## GENERAL SPECIFICATIONS

### SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general items of work include vegetation removals, grading and drainage, stone rip-rap, trail improvements, and all other items not mentioned but indicated in the plans and specifications.

### LOCATION OF WORK

The general locations and limits of the work are as follows:

Northwest corner of Palos Verdes Drive East and Harbor Sight Drive.

### TIME FOR COMPLETION

The Contractor shall complete all work in every detail within thirty (35) working days after the date in the Notice to Proceed with the Work.

### NOTIFICATION

The Contractor shall notify the City of Rolling Hills Estates representatives 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:

#### WILLDAN ENGINEERING

Attention: John Hidalgo (562) 364-8505

#### CITY OF ROLLING HILLS ESTATES

Attention: Alexa Davis (310) 377-1577, Ext. 111

#### AIRTOUCH CELLULAR

Attention: Airtouch Representative (562) 802-9443  
(818) 923-9298

#### AT&T – CALIFORNIA

Attention: Damage Prevention Hotline (510) 645-2929

#### AT&T – TCG (LOCAL)

Attention: Maria Guzman (213) 787-9996

CALIFORNIA WATER SERVICE Attention: Dan Trejo	(310) 257-1400
CINGULAR Attention: John Crosse (Cable Engineering)	(818) 923-9298
CHARTER COMMUNICATIONS Attention: Bill Jankowski Attention: Allan Ecchevarri	(714) 591-4870 (805) 458-4349
MOBILITY – CABLE ENGINEERING Attention: Rob Scarcy	(818) 489-1034
COUNTY SANITATION DISTRICT OF L.A. COUNTY Attention: Mike Sullivan Attention: Grace Robinson Chan	(310) 638-1161, ext. 6803 (562) 908-4288, ext. 1602
COX COMMUNICATION Attention: RNOG	(800) 290-6623
LOS ANGELES COUNTY DEP. OF PUBLIC WORKS (SOUTH) Attention: Gilbert Nelson Attention: Daryll Chenoweth	(323) 233-0245 (626) 458-3109
MCI (Verizon Business)	(800) 624-9675
METROPOLITAN WATER DISTRICT Attention: Kieman Callanan	(213) 217-7474
CROWN CASTLE, INC. Attention: Lead Dispatcher	(888) 632-0931
FRONTIER – IRWINDALE Attention: Lead Dispatcher	(800) 837-4966
SOUTHERN CALIFORNIA EDISON Attention: SCE Personnel Matt Rodela (Transmission)	(800) 611-1911 (310) 386-5591
THE GAS COMPANY Attention: Lead Dispatcher	(800) 427-8894
ATC/VERIZON WIRELESS (VZW) – CINGULAR AT&T MOBILITY Attention: Sean Henderson	(714) 751-5261

T-MOBILE USA (818) 840-0808  
Attention: Walter Callejas

TERRADEX (650) 227-3252  
Attention: Peter Biffar

UNDERGROUND SERVICE ALERT (800) 422-4133

### EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the County Sheriff's Department or the City Police Department prior to beginning work.

### STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2018 Edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.

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 Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

SPECIAL PROVISIONS

PART 1

GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

AGENCY:	City of Rolling Hills Estates
Board:	The City Council of the City of Rolling Hills Estates
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The Director of Public Works of the City of Rolling Hills Estates or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor is supplemented by adding thereto the following:  The term Contractor means the Contractor as defined herein or his authorized representative.

1-3 ABBREVIATIONS

1-3.2 Common Usage. The list of abbreviations in the "Greenbook" 2018 Edition is added to the specifications.

1-6.2 SUBCONTRACTOR LISTING

Add the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract



Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

## 1-7 AWARD AND EXECUTION OF CONTRACT

### 1-7.2 Contract Bonds

Add the following:

Within 10-working 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

Faithful Performance Bond

Material and Labor Bond

Public Liability and Property Damage Insurance Certificate

Worker's Compensation Insurance Certificate

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 Faithful Performance Bond shall remain in force for a period of one (1) year after the date of recordation of the Notice of Completion and until the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until 45 days after the date of recordation of the Notice of Completion.

The Contractor shall provide the following supplemental information for each bond as required herein:

- a. Surety company or agency name providing bond.
- b. Name of the agent.
- c. The business address of the surety company and/or agency and agent.
- d. The business telephone number of the surety company and/or agency and agent.

## SECTION 2 – SCOPE OF THE WORK

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

Add the following paragraph to Section 2-5.1 General:

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

### 2-7 CHANGES INITIATED BY THE AGENCY

Add the following paragraph to Section 2-7.1 General:

The AGENCY reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

## 2-10 DISPUTED WORK

Section 9204 is added to the Public Contract Code, to read:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute be paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor for a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) "Public entity" means a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim, remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the

public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator for the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor

shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Section 2, Scope of the Work, is amended by adding thereto the following new Subsection 2-10.1 Claims and Disputes During Performance:

#### 2-10.1 Claims and Disputes During Performance.

The following procedures and requirements shall apply and be fully complied with for any claim or dispute to be considered for payment as extra work:

##### Procedure:

- A. The Contractor and the AGENCY shall make good-faith attempts to resolve any and all claims and disputes that may from time to time arise during the performance of the Work of this Contract. If the Contractor considers any Work required of them to be outside the requirements of the Contract, or if they consider any instruction, meaning, requirement, ruling or decision of the AGENCY or its representative to be unauthorized, they shall, within seven (7) calendar days after such demand is made, or instruction is given, file a written protest (dispute) with the AGENCY stating clearly and in detail their objection and reason therefore. The Contractor shall promptly comply with the Work required of them even though a written protest has been filed. If a written protest is not issued within seven (7) calendar days, the Contractor shall waive their right to further claim on the specific issue.
- B. The AGENCY will review the Contractor's written protest and provide a decision, if the Contractor still considers the Work required of them to be outside of the requirements of the Contract, they shall so notify the AGENCY, in writing, within seven (7) calendar days after receiving the decision that a formal claim will be issued. Within thirty

(30) calendar days of receiving the decision, the Contractor shall submit their claim and all arguments, justification, cost or estimate, schedule analysis, and detailed documentation supporting their position. Failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving their right to the subject claim.

- C. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting their position as previously stipulated, the AGENCY or its representative will review the issue and within thirty (30) calendar days from receipt of the Contractor's claim render a final determination.

Certification:

- A. The Contractor shall submit with the claim their and Subcontractors' certifications under penalty of perjury that:
  - 1. The claim is made in good faith.
  - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.
  - 3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the AGENCY is liable.
  - 4. If the Contractor is an individual, the certification shall be executed by that individual.
  - 5. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
  - 6. If a false claim is submitted, it will be considered fraud and the Contractor may be subject to criminal prosecution.
- B. In regard to any claim or portion of a claim for subcontractor work, the Contractor shall fully review said claim and certify said claim, under penalty of perjury, to have been made in good faith.
- C. Failure to furnish certification as required hereinbefore will result in the Contractor waiving their right to the subject claim.

## Claim Format

- A. The Contractor shall submit the claim justification in the following format:
1. Summary of claim merit and quantum plus clause under which the claim is made.
  2. List of documents relating to claim:
    - a. Specifications.
    - b. Drawings.
    - c. Clarifications/Requests for information.
    - d. Schedules.
    - e. Other.
  3. Chronology of events and correspondence.
  4. Analysis of claim merit.
  5. Analysis of claim cost.

## 2-11 NOTICE OF SURETIES

Section 2, Scope of the Work, is amended by adding thereto the following new Subsection 2-11.1 General:

2-11.1 General. The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the owner.

## SECTION 3 – CONTROL OF THE WORK

### 3-7 CONTRACT DOCUMENTS

Subsection 3-7.1 is amended by adding thereto the following paragraphs to Subsection 3-7.1 General:



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.

Section 3-7 is amended by adding thereto the following new Subsections 3-7.3.1 Examination of Contract Documents and 3-7-3.2 Record Drawings:

3-7.3.1 Examination of Contract Documents. 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.

3-7.3.2 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.

### 3-8 SUBMITTALS

Subsection 3-8.1 General is amended by adding thereto the following paragraphs:

Submittals are required for all materials as noted within these specifications and as noted on the plans.

The Contractor shall examine the Plans and Specifications to verify requirements for submittals of manufacturers data, catalog cuts, shop drawings, test data, samples, etc.

Within 35 days after the Award of Contract, the Contractor shall submit to the Engineer five (5) copies of a complete list of all products that are proposed for installation. The list shall be tabulated by specification section and shall reference critical dates for material deliveries to the site; which dates shall also be shown on the construction schedule.

All submittals shall be made in ample time to allow for review and approval prior to the date needed. Fifteen working days shall be considered an absolute minimum; requests for substitution, incomplete or improper submittals will require a greater length of time. No time extensions will be granted for the Contractor's failure to allow sufficient time for review.

### 3-10 SURVEYING

Section 3-10 is amended by adding thereto the following new Subsection 3-10.2 Survey Service.

3-10.2 Survey Service. For this improvement work, the Contractor shall furnish all labor, equipment, and (Private Engineer) services, and be responsible for all construction 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 City Engineer. The City Engineer will provide direction and authority to proceed. Surveying by Private Engineers on the Work shall conform to the quality and practice required by the City Engineer. Consequently, any reference to the Engineer providing such services in Subsection 3-10 shall be disregarded.

Payment for surveying service shall be considered included in that item of work, and no separate payment will be allowed.

Subsection 3-10.3, Line and Grade is amended by adding thereto the following:

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.

### 3-12 WORK SITE MAINTENANCE

Subsection 3-12.1 General is amended by adding thereto the following paragraphs:

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and as directed by the Engineer.

Payment for the cleanup and dust control shall be included in the price paid for other items of work. No additional payment will be made for project site maintenance.

Subsection 3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP) is amended by adding thereto the following paragraph:

Storm Water Pollution Prevention Measures, All storm water pollution measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, the QSP shall direct the revisions to the SWPPP, if that authority is rated within the SWPPP Table 1.1, or shall notify the QSD of the Change that requires to SWPPP to be amended. 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.

#### SECTION 4 - CONTROL OF MATERIALS

Section 4 CONTROL OF MATERIALS is amended by adding thereto the following paragraphs to Subsections 4-1 General, 4-4 Testing, 4-5 Certificate of Compliance and 4-6 Trade Names:

4-1 General. 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 requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

4-4 Test of Materials. Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship which 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.

4-5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-6 Trade Names or Equals. 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.

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

Subsection 5-1 LAWS AND REGULATIONS is amended by adding thereto the following paragraphs:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all cost incurred by the permit and license requirements.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

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.

### 5-3 LABOR

Subsection 5-3.1 General is amended by adding thereto the following paragraphs:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. 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 employment opportunity compliance officers.

### 5-4. INSURANCE

The first paragraph of Section 5-4.1 General is amended to read as follows:

The Contractor shall provide and maintain insurance naming the Agency and all of its officers, consultants and agents, including Willdan Engineering, are named insured or are named as an additionally insured with the Contractor regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the Agency and all of its officers, consultants and agents, including Willdan Engineering. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. Except as otherwise specified in 6-5, the Contractor shall save, keep and hold harmless the Agency, its officers, employees, consultants and agents, including Willdan Engineering, from all damages, costs or expenses in law

or equity that may at any time arise to a person or property by reason of or in the course of performing the Work, or which may be caused by a negligent act or omission by the Contractor, the Contractor's employees, or a Subcontractor. The Agency will not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in 6-5.

The first paragraphs of Section 5-4.2 General Liability Insurance is amended to read as follows:

The policy shall insure the Agency, and all of its officers, employees, consultants and agents, including Willdan Engineering while acting within the scope of their duties on the Work, against all claims arising out of or in connection with the Work, except as otherwise specified in 6-5. This policy shall provide coverage for on-going and completed operations. The certificate of insurance submitted to the Agency shall state that the Contractor's insurance is primary and that any other insurance held by the Agency is non-contributory.

## 5-7 SAFETY

### 5-7.1 Work Site Safety

Subsection 5-7.1.1 General is amended by adding thereto the following paragraphs:

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

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe

condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

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

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

Subsection 6-1.1 Construction Schedule is amended by adding thereto the following paragraphs:

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10-working days after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed With the Work, the Engineer will schedule 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 shall submit progress reports to the Engineer by the 10th 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.

Subsection 6-2 PROSECUTION OF THE WORK is amended by adding thereto the following paragraphs:

The Contractor shall comply with the following:

- (1) The Contractor must place concrete within 5 working days after the removal of existing concrete. Asphalt Concrete pavement replacement at driveways shall be installed within 3 calendar days of pouring concrete.

- (2) AC pavement replacement shall be installed the same day as removals are performed.
- (3) The Contractor shall clean up all rubble/debris piles daily.

FAILURE OF THE CONTRACTOR TO COMPLY WITH THE AFOREMENTIONED WORK SCHEDULING REQUIREMENTS, (1)-(3), DUE TO CONDITIONS UNDER HIS CONTROL WILL RESULT IN DAMAGES BEING SUSTAINED BY THE AGENCY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH DAY THE CONTRACTOR FAILS TO CONFORM TO THESE REQUIREMENTS, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD MONIES DUE TO HIM THE SUM OF ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00), AS LIQUIDATED DAMAGES FOR EACH CALENDAR DAY.

Subsection 6-3 TIME OF COMPLETION is amended by adding thereto the following paragraphs:

6-3.1 General. The time for completion shall be as noted in the General Specifications.

#### 6-4 DELAYS AND EXTENSIONS OF TIME

Subsection 6-4.4 Written Notice and Report the first sentence is hereby deleted and amended as follows:

6-4.4 Written Notice and Report. If the Contractor desires payment for a delay as specified in Subsection 6-4 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-4.2 of the Standards Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions which set the beginning time for the delay.

#### 6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be one thousand two hundred dollars (\$1,200) per day.

### SECTION 7 – MEASUREMENT AND PAYMENT

#### 7-3 PAYMENT



7-3.2 Partial and Final Payment. The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval by the 10th day of the following month.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment report.

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. 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.

A full 5-percent retention will be deducted from all progress payments. The final retention will be authorized for final payment 35 days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the AGENCY.

At the request and expense of the Contractor, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally chartered bank approved by the Agency as the escrow agent, who shall return such monies or securities to the Contractor upon satisfactory completion of the contract.

Securities eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, and standby letters of credit.

Any escrow agreement entered into and shall be substantially similar to the form "Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 4590 of Chapter 13 of Division 5 Title 1 of the Government Code.

The following Subsection is hereby added to Section 9 of the Standard Specifications:

7-3.2.1 Final Pay Quantities. When the estimated quantities for a specific portion of the work are designed in the bid schedule by the letter (F) as final payment quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the Plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations is made based on the details and dimensions shown on the Plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

The following Subsection is hereby added to Section 9 of the Standard Specifications

7-3.2.2 Alternative Dispute Resolution. After submittal of the proposed final estimate to the Contractor, a meeting shall be held promptly between Contractor and Agency, attended by the individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of claims arising under or related to performance of the contract.

If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the claims, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If they have been unable to agree upon such appointment within 40 days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral. **If the parties are unable to agree on a neutral, either party may request that the presiding judge of the Superior Court which would have jurisdiction of the matter if a suit were filed, to appoint the neutral.** The fees of the neutral shall be shared equally by the parties.

In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such matters within 20 days after the initial consultation with neutral, the procedure, time, and place for the ADR to be held will be decided by the neutral. Unless circumstances require otherwise, the ADR shall be held not later than 60 days after selection of the neutral.

The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration, or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

Subsection 7-3.3 Delivered Materials is hereby deleted and amended as follows

7-3.3 Delivered Materials. Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

#### 7-4 PAYMENT FOR EXTRA WORK

Subsection 7-4.1 General is hereby deleted and replaced with the following:

7-4.1 General. When the cost for Extra Work cannot be agreed upon, payment for Extra Work by cost plus a differential for labor, materials and equipment shall be considered payment under force account basis. The labor, materials and equipment provided shall be subject to the approval of the Engineer and compensation will be determined as provided herein.

7-4.2 Basis of Establishing Costs.

Subsection 7-4.2.1 is hereby deleted and replaced with the following:

7-4.2.1 Labor. The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces will be the sum of the following:

7-4.2.1.1 Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation and similar purposes.

7-4.2.1.2 Labor Surcharge. To the actual wages, as defined in Section 7-4.2.1.1, will be added a labor surcharge set forth in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined

in Section 7-4.2.1.1 and subsistence and travel allowance as specified in Section 7-4.2.1.3.

7-4.2.1.3 Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workmen.

Subsection 7-4.2.3 is hereby deleted and replaced with the following:

#### 7-4.2.3 Tool and Equipment Rental.

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. When the tools and equipment are not in use, the Contractor may elect to keep tools and equipment that are intermittently used on site at no expense to the Agency.

The rental rates paid as provided above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 7-4.2.1, "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$200 or less, whether or not

consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed when equipment is inoperative due to breakdowns.

7-4.2.3.1 Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own powers, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hour of operation.
2. When daily rates are listed, less than 4 hours of operation shall be considered to be 2 day of operation.

7-4.2.3.2 Equipment not on the Work. For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, or determined as provided in Section 7-4.2.3 and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

1. The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.

2. The Agency will pay the costs of loading and unloading such equipment.
3. The cost of transporting equipment in low-bed trailers shall not exceed the hourly rates charged by established haulers.
4. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
5. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be paid</u>
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.50
7.5	7.75
8.0	8.00
Over 8 Hours in Operation	

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hour of operation.

When daily rates are listed, payment for 2 day will be made if the equipment is not used. If the equipment is used, payment will be made for 1 day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than 1 day.

6. Should the Contractor desire the return of the equipment to a location other than its original location, the Agency will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.
7. Payment for transporting, loading and unloading equipment, as provided above, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force-account basis.

When extra work, other than work specifically designated as extra work in the Plans and Specifications, is to be paid for on a force-account basis and the Engineer determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

1. The Engineer shall specifically approve the necessity for the use of particular equipment on such work.
2. The Contractor shall establish, to the satisfaction of the Engineer, that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.
3. The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.
4. The Engineer shall approve the equipment source and the equipment rental rate to be paid by the Agency before the Contractor begins work involving the use of said equipment.

7-4.2.3.3 Owner-Operated Equipment. When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 7-4.2.3, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 7-4.2.1, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for the equipment rental and labor as provided in Section 7-4.3.1 "Work by Contractor."



### 7-4.3 Markup.

The text of Subsection 7-4.3 is hereby deleted and replaced with the following:

- (a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profits, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 7-4.2.1.1 and 7-4.2.1.2, "Materials," and 7-4.2.1.3, "Equipment Rental."

Labor	20
Materials	15
Equipment Rental	15
Other Items and Expenditures	15

To the sum of the costs and mark-ups provided for in this subsection, 1 percent shall be added as compensation for bonding.

- (b) Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the mark-up established in Subsection 7-4.3(a) shall be applied to the subcontractor's actual cost of such work, to which a mark-up of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.

### 7-5 PERMITS AND REGISTRATIONS

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

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.

#### SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SPECIAL PROVISIONS  
PART 2  
CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIAL

200-1 ROCK PRODUCTS

Add new Section 200-1.7 Stone

200-1.7.1 General. Stone for rip rap area shall be as specified on the drawings.

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base material shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements.

The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements.

201-1.1.1 General.

The same brand type, source of cement, and aggregate shall be used for all Portland cement concrete per the approved submittal.

Concrete for the trail shall be Class 330-C-23 (560-C-3250) with 4-inch maximum slump.

Fly ash shall not be used.

SPECIAL PROVISIONS  
PART 3  
CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General. Add:

Demolition and removal of trees, shrubs and vegetation, trees, shrubs and vegetation roots and such other items not mentioned that are required by the Plans and Specifications, are part of this work in this section.

Concrete, AC, debris, etc., shall be disposed of offsite in a legal manner at no additional costs to the Agency.

All obstructions within project limits shall be removed to a minimum of 12-inches below subgrade.

Soil backfill for holes caused by the removal of the existing hardscape debris shall be filled with selected site soils and recompacted in 6-inch layers to the density of 95-percent relative compaction.

All equipment and facilities shown on the Plans to be salvaged, removed and stockpiled, adjusted, and/or relocated shall be measured, marked, and identified in the field.

Contractor shall note the locations, dimensions, and configurations of all existing equipment to be salvaged, and shall clearly mark or tag all equipment to be reused in the field prior to removal to facilitate reassembly; Contractor shall notify Engineer of any damaged or non-salvageable materials prior to commencing any removal or grading operations. Materials found to be damaged after the work commences shall be assumed to be the responsibility of the Contractor. Contractor will not be paid for the replacement or repair of facilities or equipment believed by the Engineer to be damaged after the work commences.

Contractor shall replace designated, unusable existing facilities and equipment, in kind, at the direction of the Engineer.

The application of herbicide to kill vegetation shall be per manufacturers' recommendations, including roots; and the removal and disposal of site soil

and such other items not mentioned that are required by the Plans and Specifications, are part of the work in this section.

All designated trees, shrubs and vegetation shall be removed, and disposed of offsite in a legal manner.

Add the following subsections:

#### 300-1.1.1 Tree, Shrub and Vegetation Removal

Tree and large vegetation removals shall include grinding stumps and associated roots to the diameter of the trunk at existing grade and to 2-foot depth below existing grade. Grindings shall be removed from this 2-foot hole. The hole shall then be filled with soil (in 6-inch layers) and compacted to 90-percent relative compaction.

All vegetation to be removed are the property of the Contractor. Vegetation to be destroyed shall be recycled as green waste.

#### 300-1.2 Preservation of Property

##### 300-1.1.2 Repair / Modification of Existing Vegetation

Private Sprinklers and Improvements. The Contractor shall coordinate work with adjacent property owners. The Contractor shall test and document the condition of existing improvements before beginning required removals or excavation. The Contractor shall restore private improvements to documented conditions after completing adjacent work.

The last paragraph of Subsection 200-1.1 is hereby deleted and replaced with the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the Contractor's employ.

The following is hereby added to Subsection 300-1.1:

All the root pruning required to place or replace walks, curbs, curbs and gutters, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots two inches and larger shall be cut with sharp tool such as axe or chain saw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the City. Any such root removed without the City's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer, the Contractor shall remove the tree and replace it with a specimen of the same specie and value at the Contractor's expense.

All significant root pruning 3-inch diameter and larger shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

(See Section 306-1.1 for Trench Excavation requirements).

300-1.4 Payment. Note the following:

Clearing and Grubbing shall be paid at the contract Lump Sum (LS) Bid price and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, and other incidentals for doing all work involved in clearing and grubbing.

Full compensation for clearing, grubbing, removal of trees, PCC, AC and stone debris, shrub and vegetation removal, and items not mentioned but are part of demolition and removals shall be at the contract bid lump-sum price for Clearing and Grubbing, and no additional compensation will be made therefor.

## 300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Unclassified. Unclassified excavation shall consist of all excavation, including bituminous pavement, concrete pavement, curb, walks, gutters, cross gutters, driveways, and stone debris unless separately designated.

### 300-2.1.1 Requirements.

Subsection 300-2.1.1 Requirements is hereby added to Section 300 of the Standard Specifications as follows:

- A) Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to the full depth. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.
- B) Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.
- C) Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to the full depth. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.
- D) Concrete Pavement. Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to the full depth. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged

subsequent to saw cutting of the pavement, shall again be saw cut to neat straight lines for the purpose of removing the damaged pavement areas.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

Add the following:

All unclassified excavation required as part of the work for construction of natural soil trail, resting area, PCC trail and boulders/rip-rap shall be considered included in those items of work and no additional compensation will be allowed. In addition, the unclassified excavation shall include all costs for grading, shaping, compacting spreading, consolidating; and extra fill, if required; placing selected site materials, furnishing, and other work that is required under this subsection, no additional payment will be made.

#### 300-4 UNCLASSIFIED FILL

300-4.1 General. Add the following:

The site shall be graded to the limit lines as shown on the drawings with such allowances as may be required for the improvements shown on the plans and other site improvements. Tolerance for rough grading is 1/10th of a foot, plus or minus, at drainage swales and paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of PCC trail and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is 1/4 inch, plus or minus.

300-4.1 General. Delete the second and third paragraphs and replace with the following:



Rocks, broken concrete, or other solid materials which are larger than 1 inch in greatest dimension shall not be placed in fill areas that are to be planted.

Clods or hard lumps of earth 1 inch or more in greatest dimension shall be broken up before compacting the material in fill areas to be planted. Fill material containing large rocks, boulders, or hard lumps (such as hardpan or cemented gravel which cannot be broken readily) over 12 inches in greatest dimension shall not be incorporated in the fill. Such materials shall be removed from the site.

Selected material from the site that meets the requirements for Class A topsoil may be used in fill areas in the upper 12 inches of fill.

Make-up fill material in landscaped areas including areas where trees are removed shall be Class A topsoil for the upper 12 inches of fill.

300-4.2 Preparation of Placement Areas. The second sentence of the first paragraph of the text of Subsection 300-4.2 of the Standard Specifications is hereby deleted and replaced with the following:

Within the construction areas, all the demolished material, vegetation, trash, and debris should be cleared and disposed of offsite. During grading, the contractor should take all necessary measures to protect existing utilities within the grading limits. All abandoned utilities encountered should be removed or otherwise drained for all content, if any, and properly capped. Any soils disturbed during site clearing operations in the construction areas should be removed down to the required depth within the suitable undisturbed soils. Following the over-excavation, the areas to receive engineered fill shall be scarified to a minimum depth of 8 inches, moisture-conditioned within optimum and 3% above optimum moisture content and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

Unless stated otherwise, all fill materials should be placed in loose lifts of 8 inches or less, moisture-conditioned within optimum and 3% above optimum moisture content and compacted to at least 90% relative compaction of the maximum density as determined by the ASTM D1557. Compaction should be verified by observation, probing, and testing by a geotechnical consultant's representative.

300-4.4 Benching. The text of Subsection 300-4.4 of the Standard Specifications is hereby deleted and replaced with the following:

Where existing grade is at a slope steeper than 5H:1V and the depth of the fill exceeds 5 feet, benching shall be provided in accordance with Figure

J107.3 of CBC 2016. It is recommended that the benches have a minimum height of 4 feet.

300-4.9 Measurement and Payment. The text of Subsection 300-4.9 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing at the work involved in unclassified fill construction shall be as shown on the bid schedule and no additional compensation will be allowed. In addition, the unclassified fill shall include all costs for grading, shaping, compacting spreading, consolidating; and extra fill, if required; placing selected site materials, furnishing, and other work that is required under this subsection, no additional payment will be made for unclassified fill.

Payment for subgrade preparation required for PCC trail, shall be considered included in that item of work, and no separate payment will be allowed.

## SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS

### 301-1 SUBGRADE PREPARATION

#### 301-1.3 Relative Compaction.

The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material, the top 6 inches of subgrade material shall be compacted to a relative compaction of 90 percent.

The graded trail, resting area and hitching post area shall be compacted to a relative compaction of 90 percent.

After compaction and trimming, the subgrade shall be firm, hard, and unyielding.

Payment for subgrade preparation required for PCC trail, and grading compaction for resting and hitching post areas shall be considered included in that item of work, and no separate payment will be allowed.

## SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

### 303-1 CONCRETE STRUCTURES.

#### 303-1.1 General. Add the following:

Where rock placement is shown on the drawings, it shall conform to the provisions of Section 303-1.12.

Add new Section 303-1.12 Rock Placement.

#### 303-1.12.1 Stone for Rip Rap.

Stone shall be placed in a manner to produce a reasonably well-graded mass with the minimum practicable percentage of voids. Stone shall be placed to its full course thickness in one (1) operation and in a manner to avoid displacing the underlying material. Material shall not be dropped from a height of more than 18 inches. Contractor shall maintain the landscape stone protection until accepted and any material displaced by any cause shall be replaced at Contractor's expense to the lines and grades indicated. Hand placing, barring, or placing by crane will be required only to the extent necessary to secure the results specified. Placing landscape stone by dumping into chutes or by similar methods likely to cause segregation will not be permitted.

303-1.13 Payment for furnishing and installing rip rap stone in area as indicated on the drawing shall be at the contract bid unit price per ton, including pick-up from source and delivery to project site, loading and unloading, spreading, furnishing and installing geotextile fabric and no other payment shall be made therefor.

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

#### 303-5.1 Requirements.

Subsection 303-5.1 is hereby amended thereto by adding the following paragraphs:

#### 303-5.1.1 General.

The Contractor shall protect all new concrete installations from damage by others (subcontractors or the general public such as, blemishes, water stains, stress cracks, graffiti markings, etc.). The removal and replacement of damaged concrete work shall be performed and no additional cost to the Agency (City).

SPECIAL PROVISIONS  
PART 4  
EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. Add:

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

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

400-2 PERMANENT SURVEY MARKERS

Subsection 400-2 PERMANENT SURVEY MARKERS paragraph two (2) is hereby deleted and amended thereto by the following paragraph(s):

The Contractor shall submit to the Engineer a minimum of seven (7) days prior to the start of Work a list of controlling survey monuments which may be disturbed. The Contractor shall bear the expense of replacing any survey monuments that may be disturbed without permission. Payment of preservation and replacement of survey monuments shall be made per Subsections 3-10.2 Survey Service, 309-4 Payment and 400-3 Payment. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil engineer authorized to practice land surveying within the state. The Contractor will hire a licensed Engineer to:

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

#### 400-3 PAYMENT

Subsection 400-3 PAYMENT first paragraph is hereby deleted and amended thereto by the following paragraph:

No separate or additional payment will be made for 1) protection of existing improvements, and 2) restoration of existing improvements. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid. Permanent survey markers will be restored at the Contractor own expense.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid for other items of work.

#### SECTION 402 – UTILITIES

##### 402-1 LOCATION

Subsection 402-1.1 General paragraph one (1), only, is hereby deleted and amended thereto by the following paragraph:

402-1.1 General. Known utilities and their respective owners are shown on the Plans or specified in the Special Provisions. Where underground utilities are shown on the Plans, the Contractor shall assume every property parcel will be served by a connection for each type of utility. The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. 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 excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all utilities and substructures as set forth in the General Specifications.

##### 402-4 RELOCATION

Subsection 402-4 RELOCATION the second sentence of the fourth paragraph is hereby deleted and amended thereto by the following sentence:

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.

#### 402-5 DELAY DUE TO UTILITY CONFLICTS

Subsection 402-5 DELAY DUE TO UTILITY CONFLICTS the second paragraph is hereby deleted and amended thereto by the following two (2) paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 402-1. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 24 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

#### PAYMENT

Compensation for idle time due to delays shall be in conformance with the Standard Specifications.

## SPECIAL PROVISIONS

### PART 8

#### LANDSCAPING AND IRRIGATION

##### SECTION 800 - LANDSCAPING MATERIALS

###### 800-1 LANDSCAPE MATERIALS

800-1.2.5 Mulch. Add the following:

Mulch shall be shredded redwood chips large grind, 1-inch to 3-inch in length by 3/8-inch to 5/8-inch in diameter.

Add new Section 800-1.7 Erosion Control Netting:

800-1.7.1 Jute Mesh. Jute mesh shall be new and shall be of a uniform, open, plain-weave mesh. The mesh shall be made from unbleached processed natural jute yarns woven into a matrix. The yarn shall be of loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter. Jute mesh shall be furnished in rolled strips and shall meet the following requirements:

Width	48 inches, plus or minus 1 inch	
Warp ends	78 minimum ends per 48" of cloth width	
Waft ends	41 minimum ends per linear yard	
Weight	1.16-1.28 pounds per linear yard	

##### SECTION 801 - INSTALLATION

801-1 GENERAL. Add:

All landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and replanted in kind, except as otherwise designated in the Plans. Existing irrigation systems shall be repaired and restored to operating condition to the satisfaction of the Engineer.

Contractor shall field verify with Engineer exact location of all irrigation components such as, but not limited to, valves, sprinkler heads, piping, etc., prior to start of construction. All irrigation components shall be protected in place unless otherwise noted on plans. However, where there are conflicts with new sidewalks, the water supply lines, valves, and sprinkler heads shall be modified and adjusted to grade or relocated, as necessary. The reinstallation of irrigation components shall be performed in the same way they were originally installed.

Contractor shall not have the existing irrigation system inoperable for more than 48 hours continuously.

## 801-2 EARTHWORK AND TOPSOIL PLACEMENT

### 801-2.3 Finish Grading, Topsoil Preparation and Conditioning

#### 801-2.3.1 General. Add the following:

After Class A soil has been placed the topsoil shall be sampled and tested again by the Contractor to assure compliance with the Specifications and approved testing source. Supplemental tests may be made to assure compliance with the Greenbook specifications for Class A soil. All costs associated with testing shall be borne by the Contractor.

Add new section:

#### 801-4.10 Mulch.

801-4.10.1 Installation. Following acceptance of the installation, apply even layer of mulch, 2-inches thick, over all areas shown on the Plans. Taper thickness of mulch to meet pavement  $\frac{1}{2}$ " minimum below the finished adjacent surface of pavement.

## 801-8 PAYMENT Add the following:

Payment for Landscape Planting and Irrigation System shall be as follows:

- (a) Mulch. Payment shall be at the contract bid unit price per cubic yard installed and shall be full compensation for furnishing and installing mulch.
- (b) Erosion Control Netting: Payment for erosion control netting will be made at the contract bid lump sum price and shall be full compensation for furnishing and installing erosion control netting.

All costs for testing, record drawings, and other miscellaneous costs shall be distributed among the various items, and no additional payment will be made therefor.



