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BID DOCUMENTS AND SPECIFICATIONS

FOR

STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT
(CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)

April 10, 2017

CITY OF LA PALMA
Community Development Department
7822 Walker Street
La Palma, California 90623-1771

**STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT
(CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)**

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CITY OF LA PALMA

NOTICE INVITING SEALED BIDS

STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)

RECEIPT OF PROPOSALS: Sealed proposals will be received at the office of the Community Development Director, City Hall, La Palma, California, until **11:00 AM on Tuesday, May 9, 2017** for furnishing of all labor, materials, and equipment for STATE ROUTE 91 FREEWAY TREE REPLACEMENT (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01) (the "Project").

The proposal shall be submitted to the Community Development Director, City of La Palma, 7822 Walker Street, La Palma, California 90623-1771, in a sealed envelope plainly marked on the outside "BID: for STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT, (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01) to be opened on **Tuesday, May 9, 2017, at 11:15 AM.**" The proposals will be publicly opened and read aloud in the office of the Community Development Director at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The scope of work involves forty trees to be removed and replaced with ninety new 15-gallon trees within the Caltrans public right-of-way for the 91 Freeway in strict compliance with Caltrans Encroachment Permit # 1215-NLT-0807 (attached hereto as Attachment 2). Each new tree is to be staked and receive a deep root watering system utilizing existing valve systems, controllers, and irrigations lines. The entire area of project site to have 4" of mulch. Demolished trees may be chipped and mulched on project site. Maintenance includes protection of existing plantings during construction, and three years maintenance of new plantings following completion of construction. For specific details and Caltrans specific provisions please see TP-1 Technical Provisions for the project.

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download on the city's website at: www.cityoflapalma.org under the "Doing Business" header then to "Bids and Bid Documents" on the drop down menu. All prospective bidders are responsible for checking the City's website for the issuance of any project addenda prior to the bid opening for inclusion as part of the bid proposal. For project information, please contact the office of the Community Development Director at (714) 690-3322.

COMPLETION OF WORK: All work to be done under this contract shall be completed within twenty-seven (27) consecutive working days, beginning on the date stipulated in the written Notice to Proceed issued by the Community Development Director. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders.

MANDATORY BIDDERS CONFERENCE: All Bidders must attend a bidder's conference on **April 27, 2017 at 3:00 pm**, to be held at City Hall, City Council Chambers at 7822 Walker Street, La Palma, CA 90623. **All proposals received from Bidders not in attendance at**

the Bidders Conference shall be deemed non responsive and shall be rejected.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price.

SUBSTITUTION OF SECURITIES: At the request and expense of the successful bidder, the City will pay the amount retained pursuant to the contract documents as security for the completion of the Work in compliance with the requirements of the Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

WAGE RATES: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which Work is scheduled to be performed. Copies of these wage rate determinations, entitled **PREVAILING WAGE SCALE**, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

SHEETING, SHORING AND BRACING: Pursuant to the provisions of Labor Code section 6707, each proposal requiring trenching or open excavations five (5) feet or deeper submitted in response to this Notice Inviting Sealed Bids shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders."

CONTRACTOR'S LICENSE: In accordance with the provisions of California Public Contract Code Section 3300, the City requires that the bidder possess the following classification of contractor's license at the time that the bid proposal is submitted: **Classification C27 and D49**. Pursuant to Business and Professions Code section 7059, the City will not award a contract to a specialty contractor whose classification constitutes less than a majority of the project. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal, or (b) engage in the performance of this Work, unless currently registered and qualified to perform the Work pursuant to labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

EQUAL OPPORTUNITY: The City hereby notifies all bidders that it will affirmatively insure

that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any or all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

DATED: _____

CITY OF LA PALMA, CALIFORNIA

DOUGLAS D. DUMHART
COMMUNITY DEVELOPMENT DIRECTOR

CITY OF LA PALMA

INSTRUCTIONS TO BIDDERS

STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)

CONTRACT DOCUMENTS: The Contract Documents consist of the Notice Inviting Sealed Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; Caltrans Encroachment Permit # 1215-NLT-0807 (attached hereto as Attachment 2); Plans and Specifications; and any Addenda issued prior to the submittal of the Bid. Also included shall be any and all Change Orders or supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

FORM OF PROPOSAL: All proposals under these Contract Documents shall be submitted on blank forms provided by the City, which may be obtained at the office of the Community Development Director of the City of La Palma, 7822 Walker Street, La Palma, California 90623. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the works shall govern. The signatures of all persons signing the Bid shall be in longhand. Prices, working and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder. In the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. The envelope shall be plainly marked in the lower left had corner with the bidder's name and contractor's license number, and with the information specified in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his or her proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present.

BIDDER REGISTRATION REQUIREMENT: In accordance with Labor Code Section 1771.1, a Bid shall not be accepted, and a contract for this Work shall not be entered into, without proof of the Bidder's and all proposed subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered. The City reserves the right to reject any or all Bids.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the Bidder or his or her duly authorized representative and is filed with the Community Development Director prior to the scheduled closing time for receipt of Bids. No proposal may be withdrawn during the period of sixty (60) days after the opening of proposals. Pursuant to Section 5100, et seq., of the California Public Contract Code, the Bidder shall notify the City within five (5) calendar days after the opening of bids of the mistake, specifying in the notice how the mistake occurred, in case of a mistake in the bid submitted by the Bidder.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price. The bidder whose proposal is accepted must enter into a contract within fifteen (15) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

INTERPRETATIONS AND ADDENDA: Each Bidder shall promptly and in writing, notify the City of any conflicts, errors, omissions, ambiguities or discrepancies found in the bidding documents. Addenda may be issued to modify the Contract Documents as deemed advisable by the City. Addenda will be posed or delivered to all parties recorded by the City as having received the contract Documents. No addenda will be issued later than seven (7) calendar days prior to the date for receipt of bids, except an Addendum, if necessary, postponing the date and time for receipt of bids or withdrawing the request for bids. Full consideration shall be given to all Addenda in preparation of Proposals, as

Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the Contract Documents therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of materials to be furnished; and as to the requirements of the Contract Documents, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid. The City reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause

for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until he or she has secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by him or her or by any subcontractor under him or her who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.630.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his or her construction experience and his or her organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled "Information Required of Bidders" shall be used for this purpose.

WAGE RATES: The Contractor and/or subcontractor shall pay wages at rates not less than those adopted pursuant to the Labor Code of the State of California as indicated in the "Notice Inviting Sealed Bids."

SAFETY PERMIT: The City will not perform safety inspections for this Project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time of execution of these Contract Documents, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereafter referred to as the "Standard Specifications") which is incorporated herein by this reference. The Contractor shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders (if applicable to the Project), and General Industry Safety Orders issued by the State Division of Industrial Safety.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain "Permits" from Caltrans and the City of La Palma for Traffic Control Plans and Lane Closures.

In addition to the requirements above noted, the Contractor shall possess a valid City of La Palma Business License at the time of application for the Construction Permit and for the duration of the contract.

PROPOSAL FORM

FIRM
NAME: _____

ADDRESS: _____

TELEPHONE: _____

**FOR
STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT
(CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)**

CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR

**STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT
(CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Sealed Bids, the undersigned (“Bidder”) hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT, (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01), which are on file in the office of the Community Development Director of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Community Development Director of the City of La Palma, duly appointed for said work in the matter of “STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT, (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)” on file in the office of the Community Development Director of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

Base Bid Amount: \$ _____ **Lump Sum.**

_____ **Dollars**

(Total bid amount in words)

Breakdown of the lump sum base bid	Amount
1. All work traffic control plans and permits	\$
2. All work related to tree tagging, pre-con meeting, and removal.	\$
3. All work related to irrigation systems.	\$
4. All work related to Tree plantings.	\$
5. All work related to mulching.	\$
6. All work related to 1,338 days of Maintenance.	\$
Total Base Bid Amount:	\$

It is understood and agreed that:

1. The Bidder has carefully examined all the Contract Documents which will form a part of the contract; namely, documents consist of Notice Inviting Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Affidavit to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor’s License Declaration; Firm’s Experience; Firm’s References; Agreement; Faithful Performance Bond; Labor and Materials Bond;

Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; Plans (if they are provided) and Specifications; Caltrans Encroachment Permit # 1215-NLT-0807 (attached hereto as Attachment 2); and any Addenda issued prior to the submittal of this Proposal. Also included shall be any and all supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

2. The Bidder has satisfied itself as to the nature and location of the Work and fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.

3. The Bidder fully understands the scope of Work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of La Palma will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The Bidder has given the Community Development Director written notice of all omissions, conflicts, errors or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution thereof is acceptable to the Bidder.

5. The Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Bidder will comply with such provisions of that Code before commencing the performance of this contract if it is awarded to the Bidder.

6. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

7. The Bidder will execute the Agreement and furnish the required bonds, together with the certification of insurance required, within fifteen (15) calendar days after the award of the Contract.

8. The Bidder will not begin work unless and until all requirements in regard to bonds and insurance have been satisfied, and the Bidder will complete said Work within the period of time specified in the Notice Inviting Bids.

9. If requested by the City, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

10. Prior to and as a condition of entering into an Agreement for the Work scheduled herein on which it submits a bid, the Bidder shall provide the City with proof of the Bidder's and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for _____ Dollars (\$ _____), payable to

the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

Firm Address

**CITY OF LA PALMA
BID BOND**

**STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT
(CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)**

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as PRINCIPAL (hereinafter referred to
as "Bidder"), and _____ as
SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereafter referred to as the "City") in the penal sum of
_____ Dollars
(\$_____) (which is ten percent (10%) of the total amount bid by Bidder to City for
the above stated Project) lawful money of the United States of America, for the payment of
which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has
submitted a bid to City to perform all work required under the Contract Documents for the
above stated Project, if said Bidder is awarded a contract by said City and within the time
and in the manner required under the heading "Instructions to Bidders," bound with said
Contract Documents, enters into a written contract on the form of "Agreement," bound with
said Contract Documents, and furnishes the required bonds, to guarantee faithful
performance and payment of labor and material, and furnishes certificates as evidence of
required insurance coverage, then this obligation shall be null and void; otherwise this
obligation shall remain in full force and effect and shall be forfeited to the City. In the event
suit is brought upon this bond by said City and judgment is recovered, said Surety shall
pay all costs incurred by said City in such suit, including reasonable attorney fees to be
fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 20____.

BIDDER (seal)

SURETY (seal)

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing address of BIDDER)

(Mailing address of SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF BIDDER)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Address _____

2. Telephone _____

3. Type of Firm _____
(Individual, Partnership, or Corporation)

4. Corporation organized under the laws of the State of _____

5. Contractor's License No., Class & Expiration Date:

C-27 # _____ Exp. _____

D-49 # _____ Exp. _____

Other: Class: _____ # _____ Exp. _____

6. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

7. Number of years experience as a contractor in construction work _____

8. List at least three projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Contract and Address of Owner

9. List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection _____

10. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his or her current financial condition.

11. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor. **The Bidder shall provide proof of each listed Subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code of the State of California.**

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that he or she is _____(title)
of _____(firm), the party making the foregoing
Bid (hereinafter, the "Bidder").

1. Bidder's Contractor's License No., Class & Expiration Date:

C-27 # _____ Exp. _____

D-49 # _____ Exp. _____

Other: Class: _____ # _____ Exp. _____

2. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2017, at _____ (insert city and state where declaration signed).

Signature

Print Name

BIDDERS CONFERENCE DECLARATION

The undersigned declares that he or she is _____ (Title) of _____ (Firm), the Party making the foregoing bid. Bidder declares that he or she or his or her duly appointed representative attended the Bidders Conference on March 21, 2017 at City Hall City Council Chambers at 7822 Walker Street, La Palma, CA 90623.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2017 at _____
(insert City and State where Declaration is signed).

Signature

Printed Name

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid 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 behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Name: _____

Title: _____

Signature: _____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the CITY OF LA PALMA, CALIFORNIA, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications thereof, to furnish at his or her own proper cost and expense all tools, equipment, labor and materials necessary thereof, except such material and equipment as in said specifications are expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in the said Specifications and Drawings and in accordance with the requirements of the Community Development Director, said City will pay and said Contractor shall receive in full compensation thereof the prices named in the Bidding Sheets of the Proposal hereto attached.

ARTICLE III: No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the City, and all bonds and certificates of insurance have been furnished to, and approved by, the City.

ARTICLE IV: All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids, beginning on the date stipulated in the written Notice to Proceed issued by the Community Development Director.

ARTICLE V: The City hereby promises and agrees with said Contractor to employ and does hereby employ said Contractor to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay the same, at the time, in the manner and upon the conditions set forth in this Agreement; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VI: The Contract Documents consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, the Proposal, the Bid Bond, the Information Required of Bidders, this Agreement, the Faithful Performance Bond, the Labor and Material Bond, the Workers' Compensation Certificate, the General Provisions, the Special Provisions, Caltrans Encroachment Permit # 1215-NLT-0807 (attached hereto as Attachment 2), the Technical Provisions, the Specifications and the Drawings mentioned therein, and all addenda issued by the City with respect to the foregoing prior to the opening of bids. Each and every Contract Document in its entirety, including but not limited to General Provisions Section 41, are hereby incorporated in and made part of this Agreement as truly as if fully set forth herein.

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

CITY OF LA PALMA, CALIFORNIA

Michele Steggell
Mayor

ATTEST:

Kimberly Kenney
Deputy City Clerk

Contractor

By _____

Title

By _____

Title

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ (hereinafter referred to as "Contractor") as
PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereinafter referred to as the "City") in the sum of _____
_____ Dollars (\$ _____) (this amount
being not less than one hundred percent (100%) of the total bid price of the contract
awarded by the City to the Contractor), lawful money of the United States of America, for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
been awarded and is about to enter into the annexed contract with said City for
consideration of the work under the specification entitled "STATE ROUTE 91 FREEWAY
TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT
2017-01)", and is required by said City to give this bond in connection with the execution of
said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the
covenants and obligations of said contract on his or her part to be done and performed at
the time and in the manner specified herein, including but not limited to the provisions
regarding contract duration and liquidated damages, then this obligation shall be null and
void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above
obligation shall hold good for a period of one (1) year after the acceptance of the Work by
the City, during which time if the Contractor shall fail to make full, complete, and
satisfactory repair and replacements and totally protect the City from loss or damage made
evident during the period of one (1) year from the date of acceptance of the Work, and
resulting from or caused by defective materials or faulty workmanship, the above obligation
in penal sum thereof shall remain in full force and effect. However, nothing in this
paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall
continue so long as any obligation of the Contractor remains.

Whenever Contractor shall be, and is declared by the City to be, in default under the
Contract, the City having performed the City's obligations thereunder, the Surety shall
promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible Bidder,
arrange for a contract between such Bidder and the City, and make available as
work progresses (even though there should be a default or succession of defaults

under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modifications thereto, less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor. The Surety shall not use the Contractor herein in completing the Contract nor shall the Surety accept a Bid from that Contractor for the completion of the Work if the City, when declaring the Contractor in default, notifies the Surety of the City's objection that that Contractor's further participation in the completion of the Work.

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

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 2017.

Contractor

Surety

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ (hereinafter referred to as "Contractor") as
PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereinafter referred to as the "City") in the sum of _____
_____ Dollars (\$ _____) (this amount
being not less than one hundred percent (100%) of the total bid price of the contract
awarded by the City to the Contractor), lawful money of the United States of America, for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
been awarded and is about to enter into the annexed contract with said City for
construction of the work under the specification entitled, "STATE ROUTE 91 FREEWAY
TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT
2017-01)" and is required by said City to give this bond in connection with the execution of
said contract.

NOW, THEREFORE, if said Contractor, or any subcontractor of said Contractor, fails to
pay for any materials, equipment, or other supplies, or for rental of same, used in
connection with the performance of work contracted to be done, or for amounts due under
applicable State law for any work or labor thereon, or for amounts due under the
Unemployment Insurance Code with respect to work or labor performed under the
contract, or for any amounts required to be deducted, withheld, and paid over to the State
of California Employment Development Department, said Surety will pay the same in the
amount not exceeding the sum specified above, and, in the event suit is brought upon this
bond, reasonable attorney fees to be fixed by the court. This bond shall inure to the
benefit of the City and of any persons, companies, or corporations, or their respective
assigns, entitled to file claims under applicable State law, including, but not limited to,
California Civil Code Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished,
which may be made pursuant to the terms of said contract, shall not in any way release
either said Contractor or said Surety thereunder nor shall any extensions of time granted
under the provisions of said contract release either said Contractor or said Surety, and
notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and judgment is recovered, said
Surety shall pay all costs incurred by said City in such suit, including reasonable attorney
fees to be fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 2017.

Contractor

Surety

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Labor Code Section 3700 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.

Signed, this _____ day of _____, 2017.

Name: _____

Title: _____

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CITY OF LA PALMA

GENERAL PROVISIONS

STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)

SECTION 1. INTENT

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract and to provide a functionally complete Project. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Project. Materials or work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards. It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

SECTION 2. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, highest precedence shall be given to the Agreement and decreasing order as follows:

1. Caltrans Encroachment Permit # 1215-NLT-0807
2. Specifications and Drawings
3. Special Provisions
4. Technical Provisions
5. General Provisions
6. Agreement
7. Instructions to Bidders
8. Notice Inviting Sealed Bids
9. Other Contract Documents
10. Standard Specifications (as hereinafter incorporated)

SECTION 3. STANDARD SPECIFICATIONS

The general provisions which shall apply to this contract include the provisions found in Part 1 – General Provisions of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time the Notice Inviting Sealed Bids is signed by the Community Development Director, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). Part 1 – General Provisions of the Standard Specifications is incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

Wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:

- (a) "Agency" means and refers to the City of La Palma, California.
- (b) "Board" means and refers to the La Palma City Council.
- (c) "Engineer" means and refers to the La Palma Community Development Director, acting either directly or through authorized agents.
- (d) Other terms appearing in Part 1 – General Provisions of the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

SECTION 4. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of deposit in a United States mail depository or of personal delivery to said address. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Community Development Director.

SECTION 5. PAYMENTS

Attention is directed to subsection 9-3 of the Standard Specifications for partial payment and final payment provisions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. PAYMENTS TERMINATING LIABILITY

Pursuant to Public Contract Code Section 7100, payment of undisputed contract amounts is contingent upon the Contractor furnishing the City with a written release of all claims against the City and its officials, officers, employees, agents, and volunteers (collectively "City Personnel") arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Notwithstanding the foregoing, the Contractor's acceptance of undisputed contract amounts shall act as a release of the City and City Personnel from all claims and liability to the Contractor for anything done or furnished for, or relating to, these amounts or for any act or neglect of the City or City Personnel relating to or affecting these amounts, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in subsection 9-3 of the Standard Specifications, unless the Contractor specifically provides written notice that it accepts said amounts under protest. If the Contractor accepts said amounts under protest, the Contractor shall not deposit said amounts for ten (10) days during which time the City may withdraw the funds.

SECTION 7. MONIES TO BE RETAINED

The Contractor's attention is called to subsection 9-3.2 of the Standard Specifications

which sets the payment deduction and retention schedule applicable to the Project. Pursuant to Public Contract Code section 9203, the City shall withhold not less than five percent (5%) of the contract price until final completion and acceptance of the Project. Notwithstanding the foregoing, the City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the Community Development Director, incurred by the City, for which the Contractor is liable under the Contract Documents.

SECTION 8. RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Contract Documents.

SECTION 9. PROGRESS PAYMENTS

Once each month the City will process the Contractor's request for partial payment on the basis of an estimate prepared by the Contractor and approved by the Engineer for work completed during the preceding month. The estimate will cover the work performed by the Contractor during the preceding month plus eighty percent (80%) of the paid invoice cost of material suitably stored at the site of the project if the Contractor desires payment for material stored; provided that, (1) each individual item of material or piece of equipment will become a permanent part of the Work and has a value in excess of \$5,000; and (2) the material or equipment is required by the specifications and is specifically manufactured for the project and cannot be readily diverted to another job.

SECTION 10. COMPLETION OF WORK

In the event that the Community Development Director shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

SECTION 11. FINAL INVOICE AND PAYMENT

(a) Whenever in the discretion of the Community Development Director the Contractor shall have completely performed the contract, the Community Development Director shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Orange County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Community Development Director for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Community Development Director shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Community Development Director's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done.

(b) Pursuant to Public Contract Code section 7107, within sixty (60) days after the filing of the notice of completion of the work, the City shall pay to the Contractor the remaining

retained amounts after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

(c) The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

SECTION 12. UNPAID CLAIMS

The Contractor's attention is drawn to Civil Code Division 3, Part 4, Title 15, Chapter 4 titled "Stop Notice for Public Work" (beginning with section 3179). The following provisions are to be read consistently with said Chapter 4 and to incorporate said Chapter 4 to the extent applicable. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall timely file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City in its discretion permits the Contractor to file an additional bond in a penal sum equal to one and one-fourth times (125%) the amount of said claim, said monies shall not thereafter be withheld on account of such claim. A claimant shall not be entitled to enforce a stop notice unless the claimant shall have given the preliminary twenty (20) day notice in accordance with Civil Code section 3098 if so required by that section. No stop notice will be effective unless it is served before the expiration of thirty (30) days after the recording of a notice of completion or notice of cessation, or if no notice is recorded, ninety (90) days after completion or cessation. The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

SECTION 13. ALLOWABLE VARIATIONS

When in the Contract Documents a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed hereby.

SECTION 14. CHANGES IN WORK

All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the General Provisions and subsection 3-3.2.3 of the Standard Specifications.

SECTION 15. MARK-UP

The following markups shall apply for all extra work requested by contract change order:

(a) Work by Contractor:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20%
Materials	15%
Equipment Rental	15%
Other items and Expenditures	15%

To the sum of the costs and markups provided for in this section, one percent (1%) 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 markup established in section (a) above shall be applied to the subcontractor's actual costs of such work, to which a markup of ten percent (10%) on the first \$2,000.00 of the subcontracted portion of the extra work, and a markup of five percent (5%) on the work added in excess of \$2,000.00 of the Subcontracted portion of the extra work may be added by the Contractor.

SECTION 16. INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of work varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Community Development Director's Estimate is less than \$1,500 at the applicable contract unit price, the Community Development Director reserves the right to make no adjustment in said price if he or she so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

SECTION 17. PUBLIC UTILITIES

The provisions of Government Code section 4215 are incorporated herein. As required under Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding the foregoing, the City is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities.

SECTION 18. TRENCHING

- (a) To the extent that the Project requires trenching or excavations that extend deeper than four (4) feet below the surface, Public Contract Code section 7104 is hereby incorporated and the following provisions shall apply:
 - (i) The Contractor shall promptly notify the City in writing before the following conditions are disturbed: (1) material the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117; (2) subsurface or latent physical conditions at the site differing from those indicated by the City prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the character of the work.
 - (ii) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract Documents.
 - (iii) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- (b) To the extent that the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and requires the excavation of any trench or trenches five (5) feet or more in depth, Labor Code section 6705 is

hereby incorporated and the following provisions shall apply:

- (i) Submission by the Contractor and acceptance by the City or the Community Development Director of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches is required in advance of excavation.
- (ii) If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 19. UNDERGROUND SERVICE ALERT

Except in an emergency, the Contractor prior to conducting any excavation or resurfacing shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing. Underground Service Alert may be contacted by calling 1-800-227-2600. The Contractor shall also notify the City of La Palma Community Services Department at (714) 690-3310.

In addition to and notwithstanding the foregoing, the Contractor is required to comply with all relevant provisions of Government Code section 4216 *et seq.* and all other laws regarding the relocation or disturbance of utilities. The Contractor's attention is specifically called to Government Code sections 4216.2, 4216.4 and 4216.6.

SECTION 20. LABOR CODE

- (a) Pursuant to applicable provisions of the Labor Code of the State of California, including Labor Code section 1773.2, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the Contract Documents shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The Community Development Director has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.
- (b) The provisions of Labor Code section 1776 are incorporated herein. As required under Section 1776, the Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a

written declaration that it is made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct; and (2) the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

- (c) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.
- (d) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than \$50 (to be determined by the Labor Commissioner) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Project under the contract by Contractor or by any subcontractor under the Contractor. The Contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for the performance of work on the Project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- (e) Pursuant to Labor Code section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- (f) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- (g) Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and each subcontractor is required to secure the payment of compensation to its employees.
- (h) In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently if specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount or type of subcontract, if required by the Special Provisions.

SECTION 21. INELIGIBLE SUBCONTRACTORS

Pursuant to Public Contract Code section 6109, the Contractor is prohibited from

performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract between the Contractor and an ineligible subcontractor for work on the Project is void as a matter of law. Any public money paid to the ineligible subcontractor by the Contractor shall be returned to the City.

SECTION 22. NOTIFICATION OF THIRD PARTY CLAIMS

The City and the Contractor shall each notify the other of the receipt of any third-party claims relating to the contract. This notification shall be made in writing within one (1) week from the receipt of the third-party claim.

SECTION 23. CLAIMS

This section shall apply to claims of \$375,000 or less arising between the City and the Contractor under this contract.

- (a) Pursuant to Public Contract Code Section 20104 *et seq.*, which is incorporated herein, the claim shall be in writing, include the documents necessary to substantiate the claim, and be filed with the City on or before the date of the final payment for the work. If the claim is less than \$50,000, the City shall respond in writing to the claim within 45 days of its receipt; or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the claim is over \$50,000, the City shall respond in writing to the claim within 60 days of its receipt, or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

- (b) If the Contractor disputes the City's written response, or if the City fails to respond within the prescribed time, to the claim, the Contractor may notify the City in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the City shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, *et seq.* For purposes of this paragraph, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the claim until the time such claim is denied, including any period of time utilized by the meet and confer

conference.

- (c) The following procedures shall apply to any civil action filed pursuant to this section.
- (i) Nonbinding Mediation - Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - (ii) Judicial Arbitration - If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, *et seq.*, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedure of Code of Civil Procedure Section 2016.010, *et seq.*, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, *et seq.*, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.
 - (iii) Interest on Award or Judgment - In any suit filed pursuant to this section, the City shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

All claims not subject to this section must be presented to the City pursuant to Government Code section 910 *et seq.* The City shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City shall be a prerequisite to the institution of any legal proceeding challenging the action(s) of the City.

SECTION 24. SUBSTITUTION OF SECURITIES

The provisions of Public Contract Code section 22300 are incorporated herein. At the request and expense of the Contractor, securities equivalent to any amount withheld by the City to ensure performance under the contract shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. The Contractor shall bear all of the expense of the City and the escrow agent in connection with the establishment of an escrow account, the deposit of qualified securities into the escrow account, all statements and accounting relating to the escrow account, and the maintenance of the escrow account.

Securities eligible for investment under this section include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall, upon written notification to the City that the Contractor intends to open an escrow account with an escrow agent to deposit qualified securities as a substitute for retention of Contractor earnings required to be withheld by the City, notify the Surety in writing of such intention, and furnish the City with the written consent of the Surety to the utilization of such escrow account in lieu of periodic retention.

SECTION 25. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Community Development Director are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Community Development Director within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

SECTION 26. LIABILITY AND INDEMNIFICATION

The City, its officers, employees, agents and representatives, and the Engineer shall not be answerable or accountable in any manner, either individually or collectively for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Project. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the active negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to the City.

Contractor shall indemnify City, the Engineer, and the respective City Councils, officers, employees, agents and representatives, against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitee, provided for herein, whether or not there is concurrent negligence on the part of the City, its officers, directors, employees, agents, representatives, or the Engineer, but not to the extent such actions, claims, damages to persons or property, penalties, obligations or liabilities arise from the active negligence or willful misconduct of City or its officers, directors, employees, agents, representatives or independent contractors who are directly responsible to City; and in connection therewith:

- (a) Contractor shall defend any action or actions filed in connection with any of such claims, damages, penalties, obligations or liabilities, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.
- (b) Contractor shall promptly pay any judgment rendered against Contractor or the City or City Personnel or independent contractors who are directly responsible to City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor shall save and hold the City harmless there from.
- (c) In the event the City is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of Contractor hereunder, Contractor shall pay to the City any and all costs and expenses incurred by the City in such action or proceeding, together with reasonable attorneys' fees. If the City is so named as a party to any such action, the City can elect to be represented by counsel of its choosing and Contractor shall be responsible to reimburse the City for all reasonable fees and costs associated with that representation.
- (d) So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION 27. PERSONAL LIABILITY

Neither the City, the Community Development Director, nor City Personnel shall be personally responsible for any liability arising under the Contract.

SECTION 28. LEGAL ACTIONS AGAINST THE CITY

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable, the provisions of this section shall apply:

- (a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (b) If, pursuant to court order (other than an order to show cause), the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

- (c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

SECTION 29. INSURANCE

The Contractor shall not commence work under the Contract Documents until it has secured all types and amounts of insurance required under the Contract Documents, nor shall it allow any subcontractor to commence work on its subcontract until any such subcontractor has obtained the same insurance required of the Contractor under the Contract Documents. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of Project until a notice of completion is issued by the Community Development Director, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City. The provisions of this Section 29 replace the provisions of Standard Specifications subsection 7-3.

(a) Insurance Coverage Required: Contractor shall provide the following types and amounts of insurance.

(i) Commercial General Liability Insurance. Contractor shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than Three Million Dollars (\$3,000,000.00) per occurrence for all covered losses and no less than Five Million Dollars (\$5,000,000.00) general aggregate.

(ii) Workers' Compensation. Contractor shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars (\$1,000,000.00) per accident for all covered losses.

(iii) Business Auto Coverage. Contractor shall use ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than One Million Dollars (\$1,000,000.00) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be

satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

(iv) Excess or Umbrella Liability Insurance (Over Primary). If excess or umbrella liability insurance is used to meet limit requirements, Contractor shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(b) Contractor's Insurance General Requirements:

(i) Shall be issued by an insurance company that is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;

(ii) Commercial General Liability, Business Auto Coverage and Excess or Umbrella Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively "City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City or City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) Shall be "occurrence" rather than "claims made" insurance.

(v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

(d) Evidence of Coverage: The Contractor shall furnish the City with endorsed certificates of insurance demonstrating the coverage required by this Section which shall be received and approved by City not less than five (5) working days before work commences.

SECTION 30. INTEGRATION

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification. Contractor hereby acknowledges that no oral statement can be reasonably relied on and shall not be relied on for any equitable claim.

The Contract Documents represent the entire understanding of the City and the Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

SECTION 31. INDEPENDENT CONTRACTOR STATUS

The City hereby engages Contractor as an independent contractor for the sole purpose of performing the work related to the Project. Contractor shall perform the services on the terms and conditions set forth herein. Contractor is an independent contractor, and nothing in this Contract or in the relationship between the City and the Contractor shall constitute a partnership, joint venture, agency or any other similar relationship.

SECTION 32. SALES AND/OR USE TAXES

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder, shall be paid by the Contractor.

SECTION 33. RECOVERY OF ANTI-TRUST CLAIMS

In submitting a bid to the City, the Contractor offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may

have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

SECTION 34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever. In such event the contract may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any purported assignment of the contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the City. If the City consents to any assignment of the contract, or any part thereof, and the contract or part thereof is in fact assigned, all rights and obligations under the Contract Documents will be of full force and effect as to both the Contractor as Assignor and the Contractor's Assignee unless the City agrees otherwise in writing.

SECTION 35. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work, in conformance with the requirements in said California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

SECTION 36. PUBLIC SAFETY AND PUBLIC PROTECTION

The attention of the Contractor is directed to subsection 7-10.4 of the Standard

Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.

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

Whenever, in the opinion of the Community Development Director, an emergency exists as a result of the Contractor's activity that threatens public safety, utilities and adjacent structures or property, immediate action shall be considered necessary in order to protect or property, the Community Development Director will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act within a reasonable time, the Community Development Director may provide suitable protection by causing such work to be done and material to be furnished as deemed 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.

SECTION 37. TERMINATION

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the proceeding under the contract is prevented by law, an act of God, or an official action of a public authority. Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (a) The Community Development Director will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Community Development Director, the Contractor shall:
 - (i) Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - (ii) Perform work the Community Development Director deems necessary to secure the Project for termination.
 - (iii) Remove equipment from the site of the work.
 - (iv) Take such action as is necessary to protect materials from damage.
 - (v) Notify all subcontractors and suppliers that the contract is being

terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Community Development Director.

- (vi) Provide the Community Development Director with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Community Development Director may request.
 - (vii) Dispose of materials not yet used in the work as directed by the Community Development Director. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.
 - (viii) Subject to the prior written approval of the Community Development Director, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Community Development Director, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - (ix) Furnish the Community Development Director with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - (x) Take such other actions as the Community Development Director may direct.
- (b) The total compensation to be paid to the Contractor following termination shall be determined by the Community Development Director on the basis of the following:
- (i) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the Project for termination. Reasonable cost will include a reasonable allowance for Project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Community Development Director, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to

be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

- (ii) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Community Development Director that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
 - (iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Community Development Director.
 - (iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract. All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.
 - (v) After acceptance of the work by the Community Development Director, the Community Development Director may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.
- (c) Acceptance of the terminated contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
- (i) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Community Development Director certifies that such materials have been stored in the manner and at the locations he or she has directed.
 - (ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials
 - (iii) When the Community Development Director determines that the

Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, he or she will recommend that the Community Development Director formally accept the contract, and immediately upon and after such acceptance by the Community Development Director, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the Project by the Community Development Director.

- (d) The provisions of this Section 37 shall be included in all subcontracts.

SECTION 38. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by him or her under the contract will meet fully all requirements of the Contract Documents and the Standard Specifications incorporated herein as to quality of workmanship and of materials furnished by him or her. The Contractor hereby agrees to make at his or her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him or her that become evident within one (1) year after the date of final payment, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold the City and City Personnel harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Community Development Director. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his or her surety shall be liable to the City for the cost thereof.
- (b) The guarantees and agreements set forth in subsection (a) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work by the Community Development Director, as provided in subsection 6-8 of the Standard Specifications. Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the contract. Said bond shall remain in force for a period of one (1) year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his or her option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 39. LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is hereby amended as follows:

- (a) Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of eight hundred dollars (\$800.00).

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that eight hundred dollars (\$800.00) per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

- (b) In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the Project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

SECTION 41. MISCELLANEOUS PROVISIONS

- (a) Governing Laws: The Contract Documents shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.
- (b) No Waiver: The waiver by any party of a breach of any provision of the Contract Documents shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.
- (c) Attorneys' Fees: If any legal action is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs, and necessary reimbursements in addition to any other relief to which said party may be entitled.

- (d) Authority to Execute: The persons executing the Contract Documents on behalf of each party warrant that he/she is duly authorized to execute and deliver the Contract Documents on behalf of the respective party for whom he/she signs, and that by so executing the Contract Documents, each party is bound by the provisions of the Contract Documents.
- (e) Severability: If any term, provision, covenant or condition of the Contract Documents is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the Contract Documents shall not be affected thereby, and each term, provision, covenant or condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.
- (f) No Third-Party Rights: Except for rights expressly set forth in the Contract Documents, execution and delivery of the Contract Documents shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to any person or entity other than each other and their respective affiliates.
- (g) Headings: The headings in the Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.
- (h) Modifications and Communications: Neither the Contract Documents nor any provision hereof may be changed, waived, discharged or terminated orally or in writing, except that any provision of the Contract Documents may be amended by a writing signed by the parties, and the observance of any provision of the Contract Documents may be waived (either generally or in a particular instance in either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted. Any action, including but not limited to any request, approval, change in work request, extension request, and any communication, called out for by the Contract Documents shall only be binding on the respective parties if made a writing signed by the parties consistent with the terms of the Contract Documents.

CITY OF LA PALMA

SPECIAL PROVISIONS

**STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT
(CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)**

I. GENERAL

- A. **STANDARD SPECIFICATIONS:** All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the Community Development Director) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.
- B. **DEFINITION OF TERMS:** For purposes of the Special Provisions, wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:
1. "Agency" - The City of La Palma, California.
 2. "Board" - The La Palma City Council.
 3. "Engineer" - The La Palma Community Development Director, acting either directly or through authorized agents.
 4. Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.
- C. **PROJECT LOCATION:** The location of the work is at State Route 91 Rights-of-Way within the City of La Palma, La Palma CA 90623
- D. **WATER POLLUTION:** The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.

Prior to commencement, the contractor shall provide, in detail, his or her method and procedure to assure that it will comply with the current NPDES best management practices.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

II. PUBLIC CONVENIENCE AND SAFETY

- A. **GENERAL**: Prior to beginning any construction, the Contractor shall furnish the Community Development Director with emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Community Development Director within 2 hours.
- B. **TRAFFIC AND ACCESS**: Emergency vehicles shall be permitted to pass through the work area without delay at all times. Drive aisles shall not be obstructed.

III. SITE CLEANING

All debris resultant from the Contractor's construction operation shall be removed from the site at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer.

IV. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor.

V. PAYMENT

The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the Community Development Director.

VI. "AS-BUILT" PLANS

The Contractor is NOT required to submit to the Community Development Director "As-Built" mark-up plans prior to final acceptance of the work.

CITY OF LA PALMA

TECHNICAL PROVISIONS

STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01)

Description:

The scope of work involves forty trees to be removed and replaced with ninety new 15-gallon trees within the Caltrans public right-of-way for the 91 Freeway. Each new tree is to be staked and receive a deep root watering system utilizing existing valve systems, controllers, and irrigations lines. The entire area of project site is to have 4" of mulch. Demolished trees may be chipped and mulched on project site. Maintenance includes protection of existing plantings during construction, and three years maintenance of new plantings following completion of construction.

Scope of Work:

The scope of work consists of the following:

1. Strictly comply with and implement each and every term, condition and provision of Caltrans Encroachment Permit # 1215-NLT-0807 attached to these Contract Documents as Attachment 2. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and representatives harmless from and against any and all claims, demands, penalties, payments, costs, judgments and/or attorney's in any way relating to Contractor's failure, refusal or neglect to comply with and properly implement Caltrans Encroachment Permit # 1215-NLT-0807.
2. Develop a traffic control plan by registered Engineer and secure Caltrans approval and permit.
3. Implement the approved construction plan provided as Attachment 1 for the following:
 - a) Demolition: Tagging of trees for removal, Pre-construction meeting with Caltrans, Removal and disposal of forty trees and applicable root balls.
 - b) Irrigation: Utilize and adapt existing irrigation system for new plantings
 - c) Planting: Plant and stake ninety new 15-gallon trees and mulch project area with 4" of mulch
 - d) Maintenance: Maintain existing planting areas during construction. Maintain new plantings for three years following completion of project.

Damage:

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Community Development Director.

Progress of Work and Time of Completion:

The Community Development Director shall provide the Contractor written notice of the specific date upon which it shall commence work. Notice shall be given at least FORTY-EIGHT (48) hours in advance. Once work is started, the Contractor shall conduct his operations for continuous progress of work on a daily basis.

Commencement of Work:

The Contractor shall begin work no later than forty-eight (48) hours after receiving written notice to commence work. Construction hours are limited to the hours contained in Caltrans Encroachment Permit # 1215-NLT-0807 provided as Attachment 2. No work is allowed on Sundays or Holidays.

Duration of Work:

The Contractor has one hundred eighty three (183) working days to complete the work. Liquidated damages in the amount of \$500 per calendar day shall be assessed for each calendar day after sixty one (61) working days that the work is not complete.

**CITY OF LA PALMA
GUARANTY**

In accordance with the terms of the contract for the modification of STATE ROUTE 91 FREEWAY TREE REPLACEMENT PROJECT (CITY PROJECT NO. SR 91 TREE REPLACEMENT 2017-01) in the City of La Palma between the City of La Palma (hereinafter referred to as the City) and the undersigned, which contract provides for the installation of miscellaneous items, or parts thereof, and under which contract the undersigned has installed such systems, the following guaranty of said system is hereby made.

Should any of the equipment installed pursuant to said contract, prove defective; or should the system as a whole prove defective, due to faulty workmanship, material furnished or methods of installation; or should the said systems or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one year after date on which systems stated in said contract are accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within twenty (20) days after the receipt of demand from the City. In the event repairs are not made within twenty (20) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment as determined by the Community Development Director.

Said systems will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

Dated: _____

Contractor

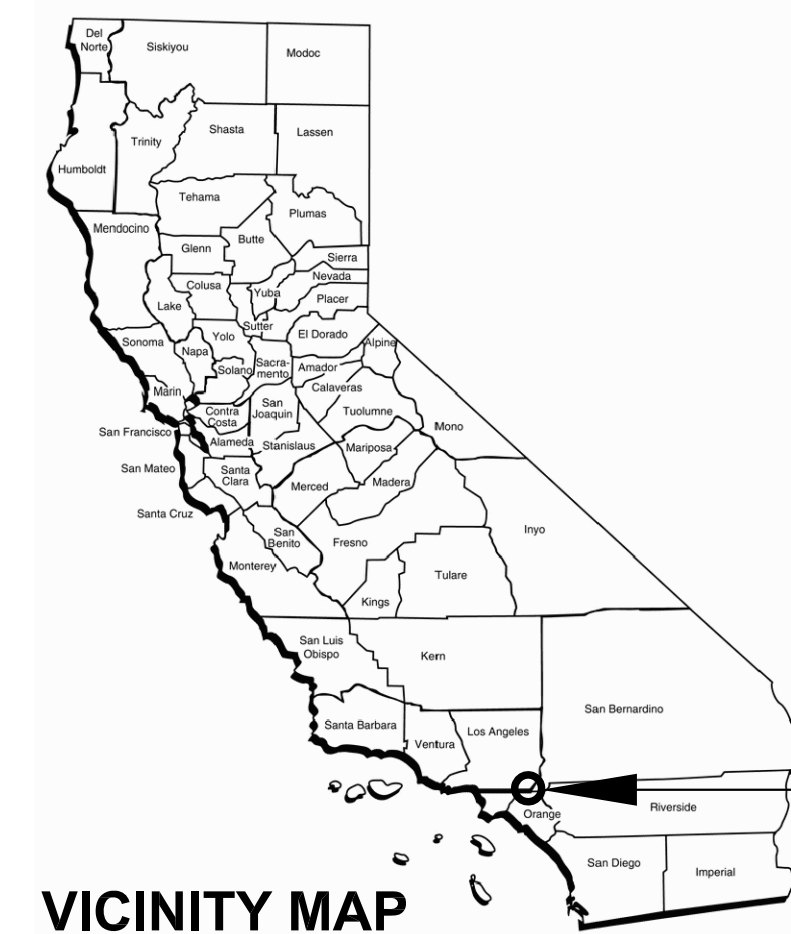
ATTACHMENT 1

PLANS AND SPECIFICATIONS

[BEHIND THIS PAGE]

CITY OF LA PALMA

PROJECT PLANS FOR CONSTRUCTION ON LA PALMA GATEWAY IMPROVEMENTS IN ORANGE COUNTY



PROJECT LOCATION

VICINITY MAP

SCOPE OF WORK

FORTY TREES TO BE REMOVED AND REPLACED WITH NINETY NEW TREES. EACH NEW TREE TO RECEIVE A DEEP ROOT WATERING SYSTEM UTILIZING EXISTING VALVE STATIONS, CONTROLLERS, AND IRRIGATION LINES.

GENERAL NOTES

CALTRANS STANDARD SPECIFICATIONS 2015 APPLY TO THESE PLANS.

INDEX OF DRAWINGS

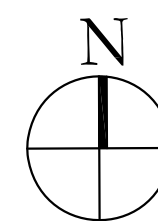
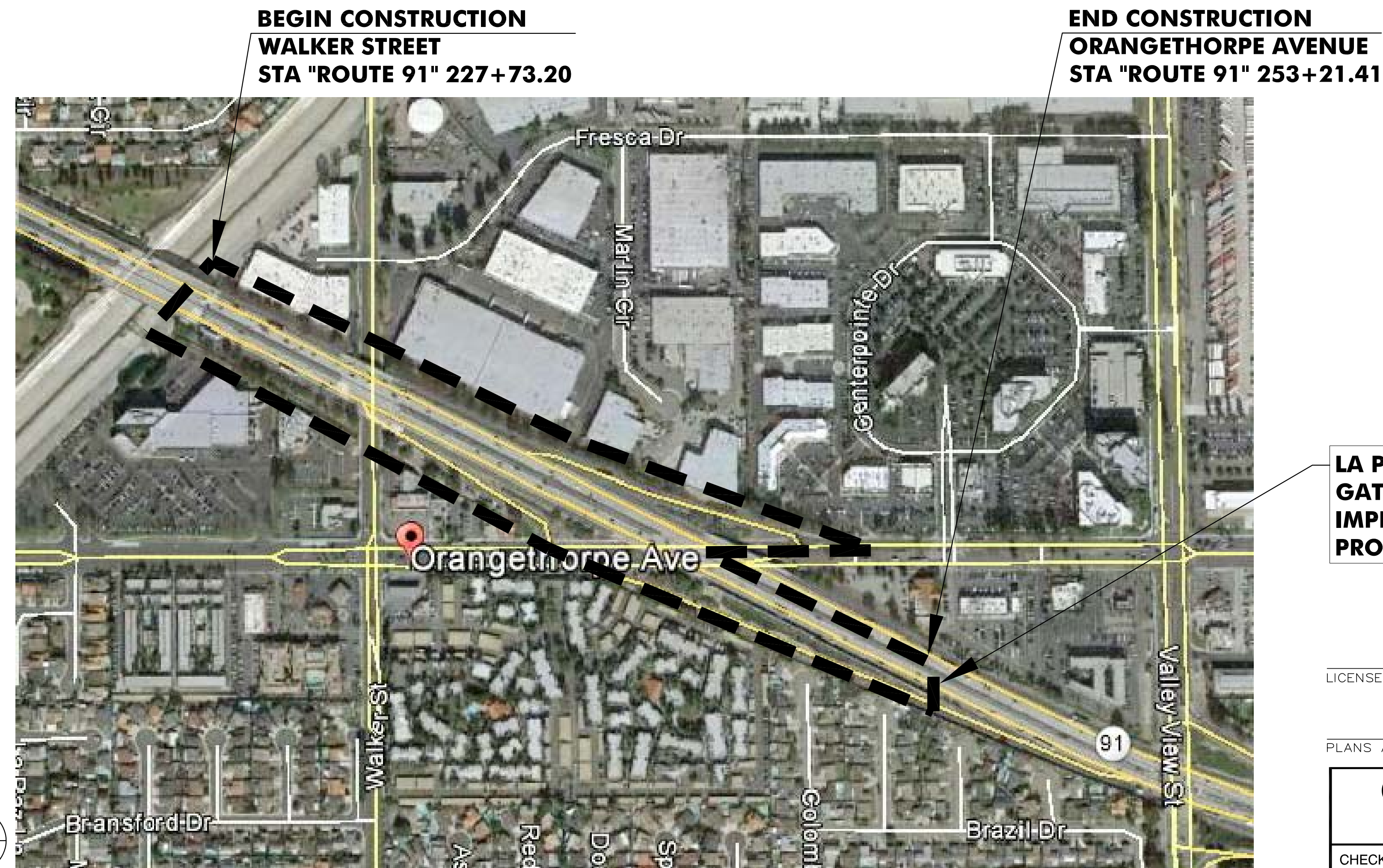
- GN-1 INDEX OF DRAWINGS, SYMBOLS, AND PROJECT DIRECTORY
- PR-1 TREE REMOVAL AND PRESERVATION LIST
- PR-2 TREE REMOVAL AND PROTECTION PLAN
- PR-3 TREE REMOVAL AND PROTECTION PLAN
- ID-1 IRRIGATION LEGEND, NOTES, AND DETAILS
- IP-1 IRRIGATION PLAN
- IP-2 IRRIGATION PLAN
- PP-1 PLANTING PLAN
- PP-2 PLANTING PLAN AND DETAILS

PROJECT DIRECTORY

OWNER:
CITY OF LA PALMA
PLANNING DEPARTMENT
7822 WALKER STREET
LA PALMA, CA 90623
PROJECT MANAGER: DOUGLAS DUMHART
TEL. 714-690-3322

LANDSCAPE ARCHITECT:
PGAdesign INC.
444 17TH ST
OAKLAND, CA 94612
PROJECT MANAGER: CHRIS PATTILLO
TEL. 510-465-1284
FAX. 510-465-1256
WWW.PGADESIGN.COM

PROJECT LOCATION



SCALE: NTS

GENERAL SYMBOLS & ABBREVIATIONS

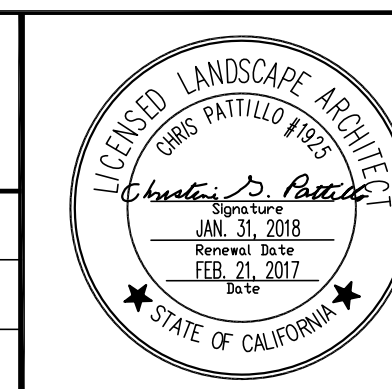
- ALIGN
- CENTERLINE
- CENTER POINT
- DETAIL IDENTIFICATION NO.
- DRAWING NO. WHERE DETAIL OR SECTION IS LOCATED
- SECTION IDENTIFICATION NO.
- DRAWING NO. WHERE SECTION IS LOCATED
- KEY NOTE CALLOUT
- EXISTING
- EQUAL
- ON CENTER
- NOT IN CONTRACT
- TYPICAL
- VERIFY IN FIELD
- DIAMETER

**LA PALMA
GATEWAY
IMPROVEMENT
PROJECT**

LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

CONSULTANT INFO	
CHECKED BY	BT
DESIGNED BY	CP
DRAWN BY	JH



PGAdesign
LANDSCAPE ARCHITECTS
tel 510.465.1284 url www.PGAdesign.com
444 17th Street, Oakland, CA 94612



**LA PALMA GATEWAY IMPROVEMENTS
WALKER STREET AND
ORANGETHORPE AVE AT ROUTE 91**

No.	DATE	BY	REFERENCE
	9/13/2016		CALTRANS REVIEW
	10/25/2016		CALTRANS REVIEW
	12/5/2016		ISSUED FOR BID
	2/21/2017		CALTRANS REVIEW

**INDEX OF DRAWINGS,
SYMBOLS, AND
PROJECT DIRECTORY**

PROJECT NO.	
SCALE: AS SHOWN	SHEET NO. GN-1
DATE: 09/13/16	1 OF 9

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
St. Caltrans
 CONSULTANT SENIOR LANDSCAPE ARCHITECT
 CHRIS PATTILLO
 C. PATTILLO
 C. PATTILLO
 CHECKED BY
 DESIGNED BY
 REVISIONS
 DATE
 REVISIONS
 DATE

TREE REMOVAL AND PRESERVATION LIST					
TREE #	BOTANICAL NAME	COMMON NAME	DBH (INCHES)	PRESERVE IN PLACE	REMOVE
1	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	15"	X	
2	EUCALYPTUS CAMALDULENSIS	RED GUM	18"	X	
3	EUCALYPTUS CAMALDULENSIS	RED GUM	19"	X	
4	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	12"	X	
5	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	17"	X	
6	EUCALYPTUS CAMALDULENSIS	RED GUM	19"	X	
7	EUCALYPTUS CAMALDULENSIS	RED GUM	18"	X	
8	EUCALYPTUS CAMALDULENSIS	RED GUM	19"		X
9	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	12"		X
10	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	12"		X
11	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	15"		X
12	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	14"		X
13	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	9",11",12"		X
14	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	15"		X
15	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	12"		X
16	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	14"		X
17	EUCALYPTUS NICOLI	NICHOL'S PEPPERMINT	7",14"		X
18	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	14"		X
19	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	12",17"		X
20	EUCALYPTUS CITRIODORA	LEMON GUM	12"		X
21	EUCALYPTUS CITRIODORA	LEMON GUM	6"		X
22	EUCALYPTUS CITRIODORA	LEMON GUM	8"		X
23	EUCALYPTUS CITRIODORA	LEMON GUM	14"		X
24	EUCALYPTUS CITRIODORA	LEMON GUM	14"		X
25	EUCALYPTUS CITRIODORA	LEMON GUM	7",10"		X
26	EUCALYPTUS CITRIODORA	LEMON GUM	9",10"		X
27	EUCALYPTUS CITRIODORA	LEMON GUM	16"		X
28	EUCALYPTUS CITRIODORA	LEMON GUM	19"		X
29	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	10",14"		X
30	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	15"		X

TREE REMOVAL AND PRESERVATION LIST					
TREE #	BOTANICAL NAME	COMMON NAME	DBH (INCHES)	PRESERVE IN PLACE	REMOVE
31	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	9"		X
32	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	12",16"		X
33	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	12"		X
34	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	12",12"		X
35	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	13",14"		X
36	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	12",16"		X
37	GLEDITSIA TRICANTHOS	HONEY LOCUST	8"	X	
38	GLEDITSIA TRICANTHOS	HONEY LOCUST	11"	X	
39	WASHINGTONIA ROBUSTA	FAN PALM	13"		X
40	WASHINGTONIA ROBUSTA	FAN PALM	14"		X
41	WASHINGTONIA ROBUSTA	FAN PALM	12"		X
42	WASHINGTONIA ROBUSTA	FAN PALM	11"		X
43	WASHINGTONIA ROBUSTA	FAN PALM	13"		X
44	WASHINGTONIA ROBUSTA	FAN PALM	12"		X
45	WASHINGTONIA ROBUSTA	FAN PALM	12"		X
46	WASHINGTONIA ROBUSTA	FAN PALM	15"		X
47	WASHINGTONIA ROBUSTA	FAN PALM	13"		X
48	WASHINGTONIA ROBUSTA	FAN PALM	13"		X
49	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	26"	X	
50	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	10"	X	
51	EUCALYPTUS POLYANTHEMOS	SILVER-DOLLAR GUM	13"	X	
52	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	16"		X
53	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	14"	X	
54	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	16"	X	
55	EUCALYPTUS SIDEROXYLON	PINK IRONBARK	13"	X	

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	Ora	91	0.5	2	9

LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

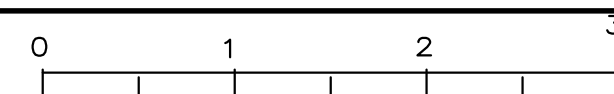
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 444 17th Street
 Oakland, CA 94612

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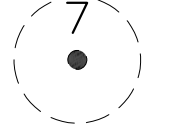
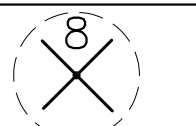
TREE REMOVAL AND PRESERVATION LIST

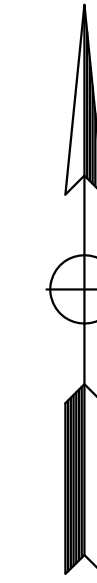
PR-1



TREE REMOVAL AND PRESERVATION NOTES

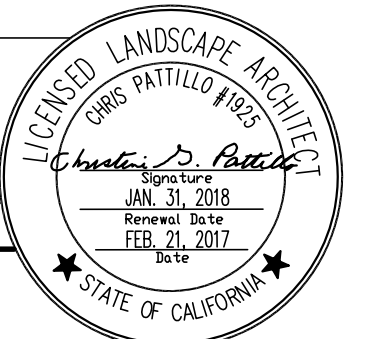
1. REMOVE TREE ACCORDING TO SECTION 16 CLEARING AND GRUBBING CALTRANS STANDARD SPECIFICATIONS, 2010.
2. GRUB TO A DEPTH NECESSARY TO REMOVE STUMPS AND ROOTS.
3. COVER EXPOSED SOIL WITH 4" MINIMUM "TREE TRIMMING MULCH" AS DESCRIBED IN SECTION 20-7.02D(6)(e) LANDSCAPE OF CALTRANS STANDARD SPECIFICATIONS, 2010.
4. PRESERVE AND PROTECT EXISTING VEGETATION NOT SHOWN TO BE REMOVED.
5. REMOVE DEAD PALM FRONDS FROM TREES NUMBERED 39-48.

TREE REMOVAL AND PRESERVATION LEGEND	
SYMBOL	DESCRIPTION
	(E) TREE TO PRESERVE IN PLACE
	(E) TREE TO BE REMOVED



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	Ora	91	0.5	3	9

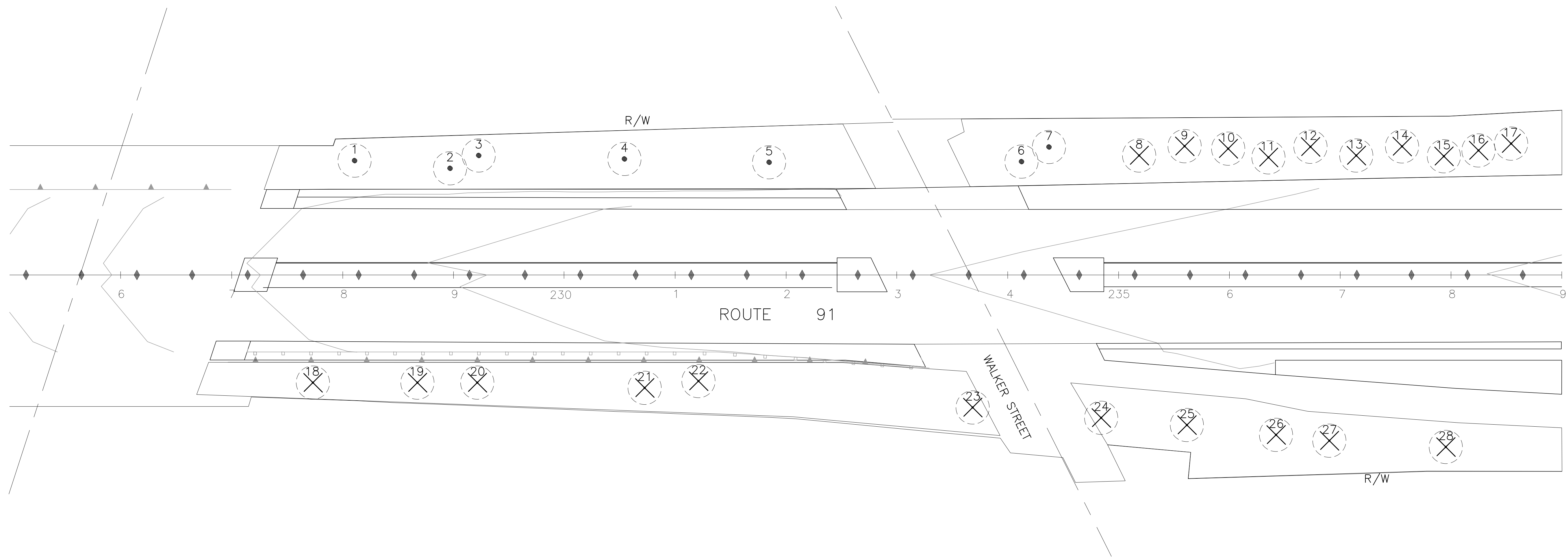
LICENSED LANDSCAPE ARCHITECT



PLANS APPROVAL DATE

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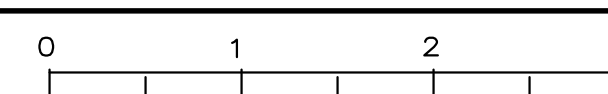


NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING

THIS PLAN ACCURATE FOR TREE REMOVAL AND PRESERVATION WORK ONLY
ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN

TREE REMOVAL AND PRESERVATION PLAN
SCALE 1" = 50'

PR-2

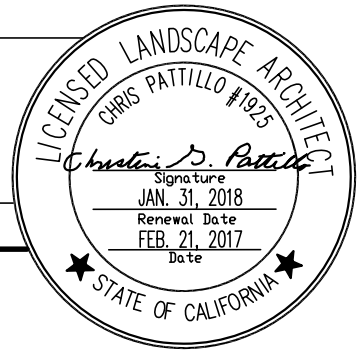


Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	Ora	91	0.5	3	9

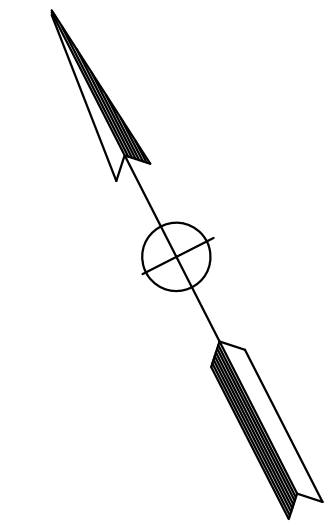
LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

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444 17th Street
Oakland, CA 94612



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

CONSULTANT SENIOR LANDSCAPE ARCHITECT

CHRIS PATTILLO

CALCULATED-DESIGNED BY

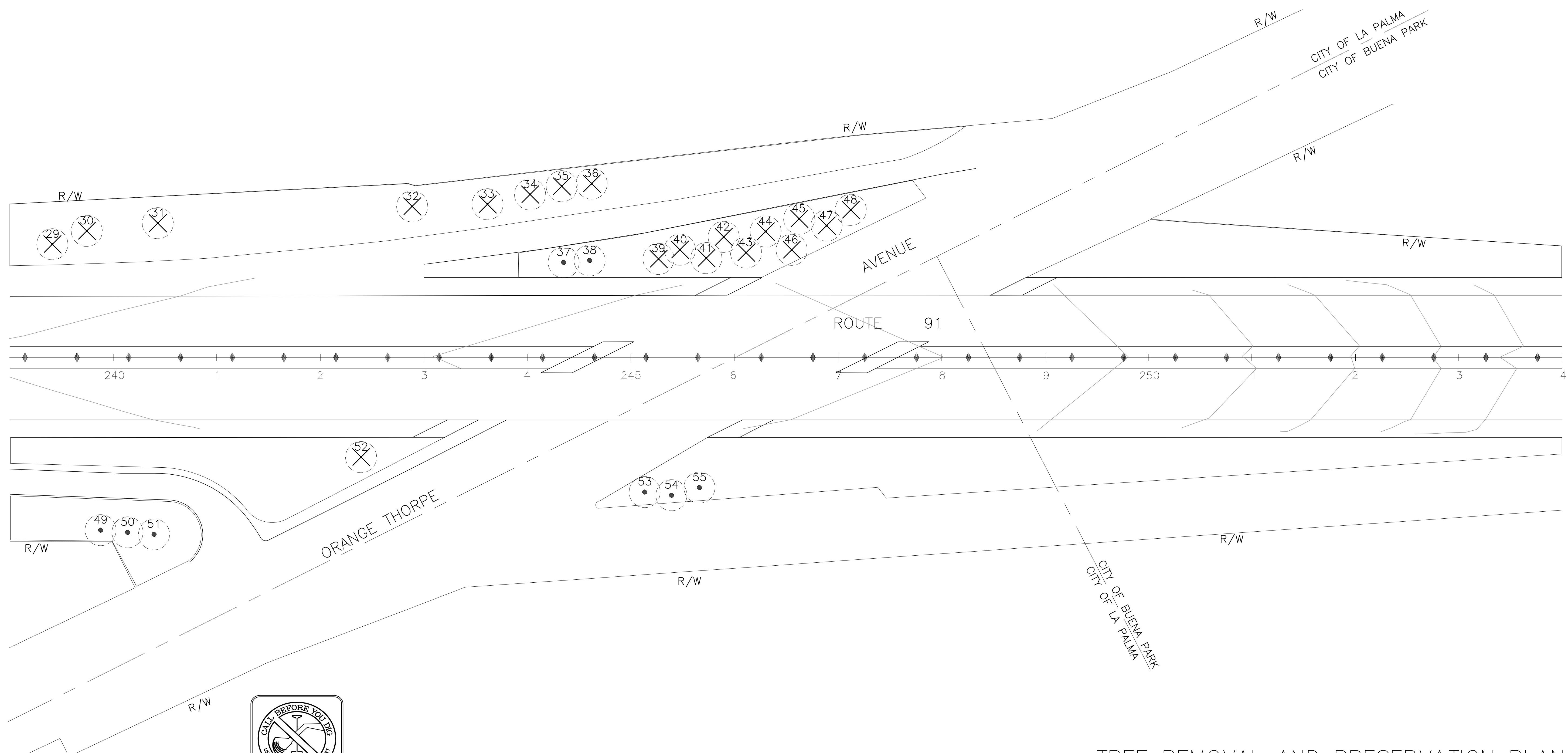
CHECKED BY

C. PATTILLO

C. PATTILLO

REVISED BY

DATE REVISED

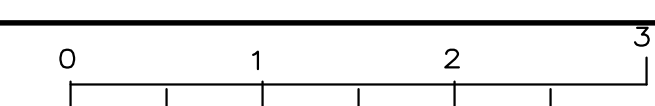


NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING

THIS PLAN ACCURATE FOR TREE REMOVAL AND PRESERVATION WORK ONLY
ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN

TREE REMOVAL AND PRESERVATION PLAN
SCALE 1" = 50'

PR-3



XX% CD LA PALMA - LA PALMA - PLANTING + IRRIGATION

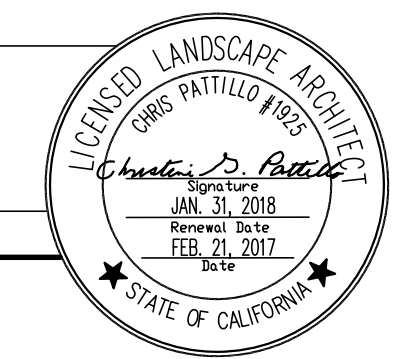
LAST REVISION 12-05-16 DATE PLOTTED => \$DATE TIME PLOTTED => \$TIME

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	Ora	91	0.5	4	9

LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

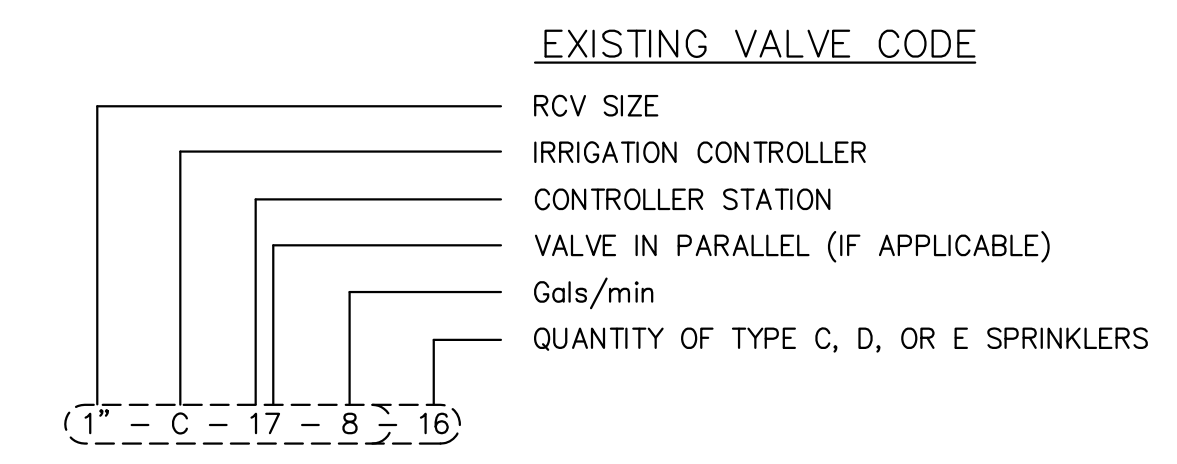


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444 17th Street
Oakland, CA 94612

IRRIGATION LEGEND

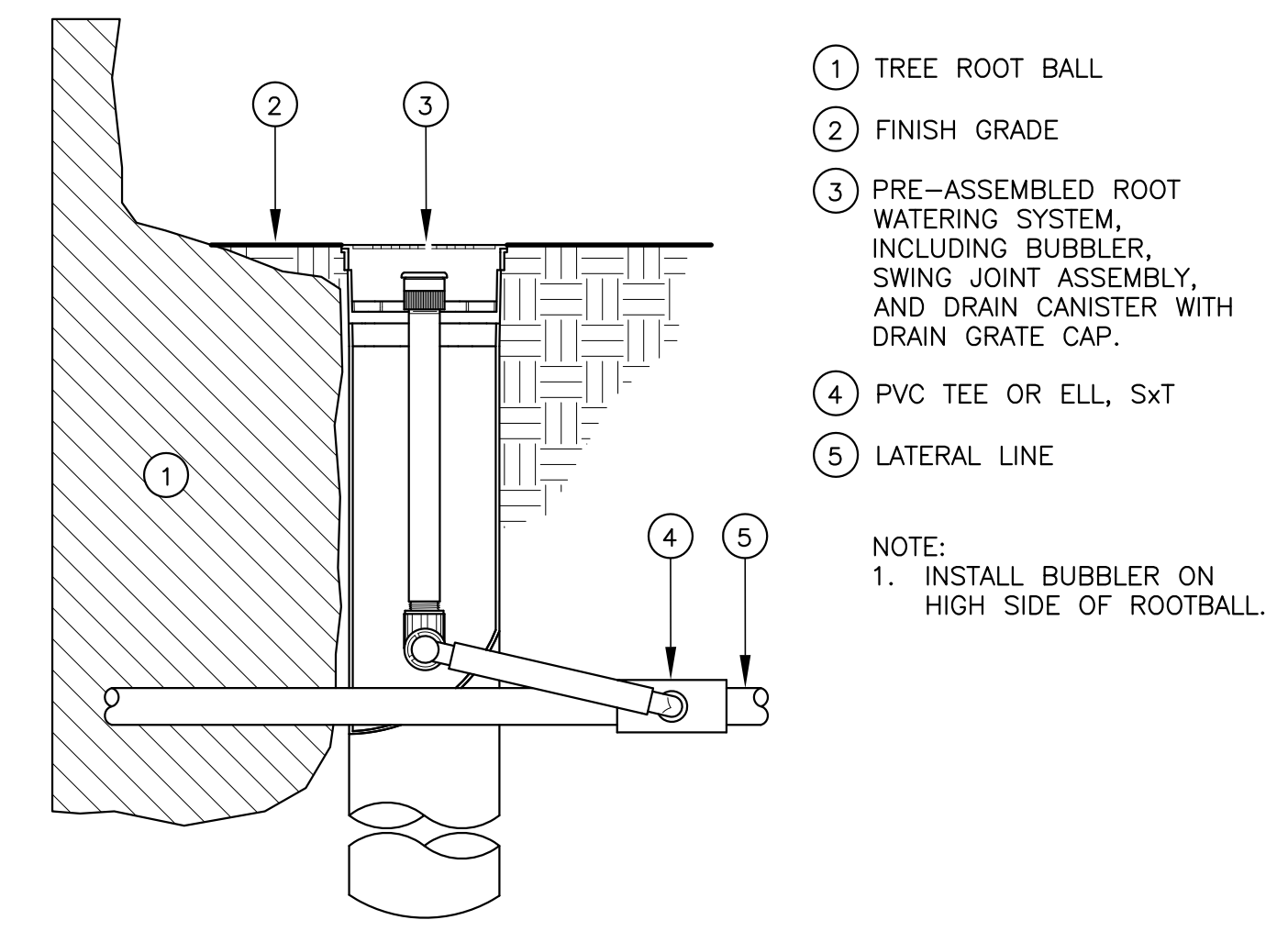
SYMBOL	MODEL	DESCRIPTION	PSI	GPM	RADIUS
△	RWS-B-C-1402	RAINBIRD ROOT WATERING SYSTEM	30	0.5	--
-----		MAINLINE - EXISTING			
-----		LATERAL LINE - EXISTING			
-----		LATERAL LINE: CLASS 200 PVC SOLVENT WELD PIPE WITH SCH 40 PVC SOLVENT WELD FITTINGS-12" COVER			
=====		SLEEVE: SCH 40 PVC, SIZE AS NOTED ON PLAN.			

EXISTING	ITEM DESCRIPTION
~~~~~	CONTROL AND NEUTRAL CONDUCTORS (CNC)
-----s-----	SPRINKLER CONTROL CONDUIT
=====	CONDUIT (COND)
---DIP---	DUCTILE IRON PIPE (SUPPLY LINE) (MAIN) (DIP)
-----	GALVANIZED STEEL PIPE (SUPPLY LINE) (MAIN) (GSP)
-----	GALVANIZED STEEL PIPE (SUPPLY LINE) (LATERAL) (GSP)
-----	REMOTE CONTROL VALVE (RCV) REMOTE CONTROL VALVE (MASTER) (RCVM)
-----	GATE VALVE (GV)



### IRRIGATION NOTES

- IRRIGATION DESIGN INTENDS INSTALLATION OF (1) ROOT WATERING SYSTEM FOR EACH TREE INSTALLED.
- WHERE TREES ARE SHOWN TO BE REMOVED ON THE TREE REMOVAL PLAN, REMOVE EXISTING BUBBLER AND CAP LATERAL LINE.
- CONNECT NEW ROOT WATERING SYSTEMS TO EXISTING LATERAL LINES.
- ALL OTHER EXISTING IRRIGATION PIPING AND EQUIPMENT IS TO REMAIN -- PROTECT IN PLACE DURING CONSTRUCTION.
- PRIOR TO FINAL ACCEPTANCE, REPAIR ANY DAMAGE TO EXISTING IRRIGATION EQUIPMENT OR PIPING CAUSED DURING WORK OF THIS CONTRACT.

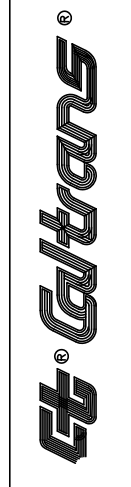


1 ROOT WATERING SYSTEM  
ID-1 SCALE: NTS

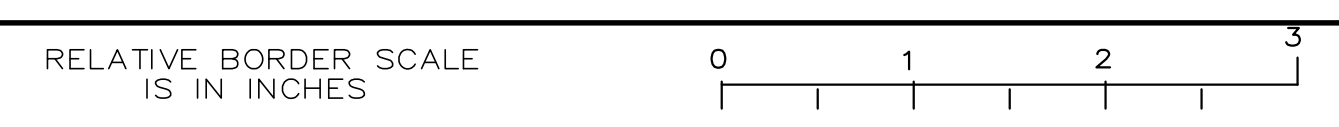
## IRRIGATION LEGEND, NOTES, AND DETAILS

ID-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
Chris Pattillo  
CONSULTANT SENIOR LANDSCAPE ARCHITECT  
CHRIS PATTILLO  
C. PATTILLO  
C. PATTILLO  
REVISOR BY  
DATE REVISED



ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN



USERNAME => \$USER  
DGN FILE => \$REQUEST

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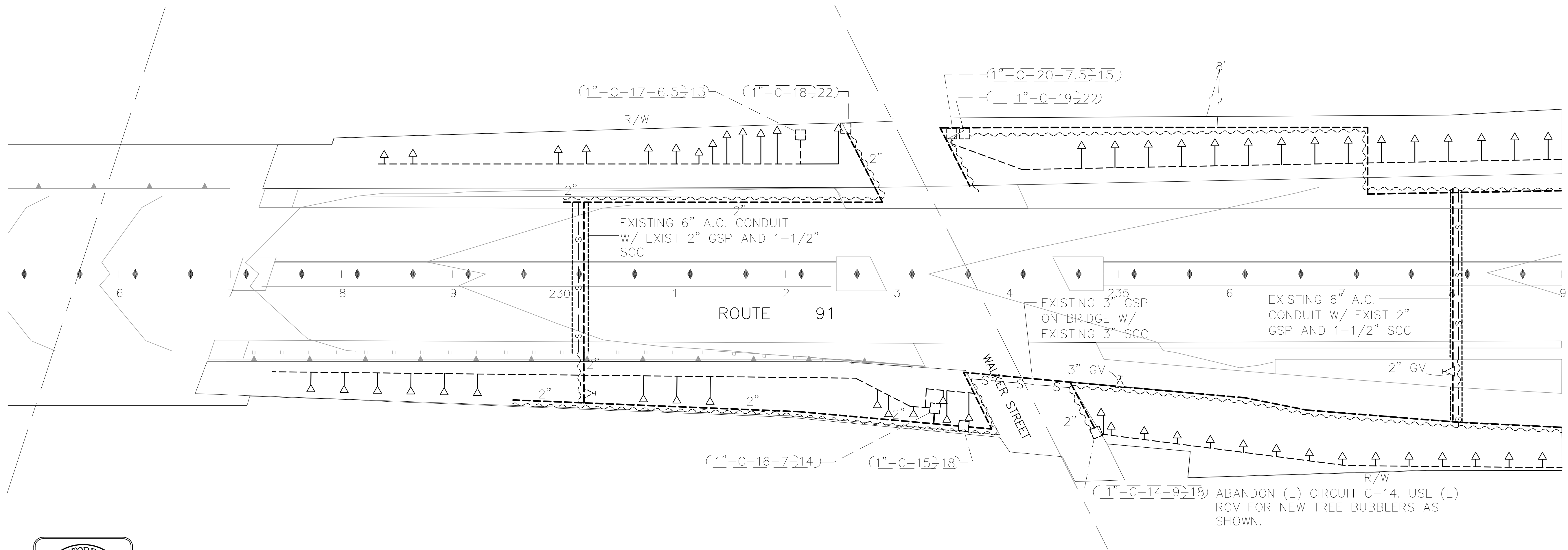
EA 126204

XX% CD LA PALMA - LA PALMA - PLANTING + IRRIGATION  
LAST REVISION DATE PLOTTED => \$DATE  
12-05-16 TIME PLOTTED => \$TIME

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**Caltrans**  
 CONSULTANT SENIOR LANDSCAPE ARCHITECT  
 CHRIS PATTILLO  
 C. PATTILLO  
 C. PATTILLO  
 REVISOR BY  
 DATE REVISED

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	Ora	91	0.5	6	9

LICENSED LANDSCAPE ARCHITECT  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.  
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 Oakland, CA 94612

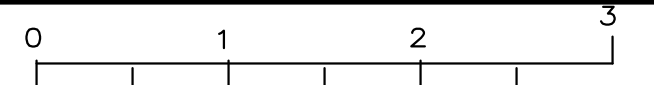


NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING

THIS PLAN ACCURATE FOR IRRIGATION WORK ONLY  
 ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN

IRRIGATION PLAN  
 SCALE 1" = 50'  
 IP-1

XX% CD LA PALMA - LA PALMA - PLANTING + IRRIGATION  
 LAST REVISION 12-05-16  
 DATE PLOTTED => \$DATE  
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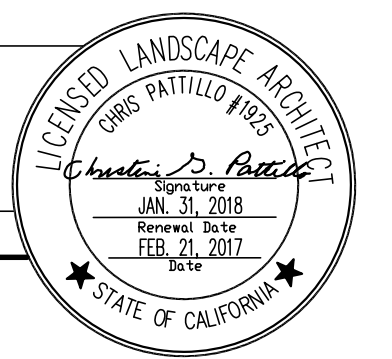


Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	Ora	91	0.5	7	9

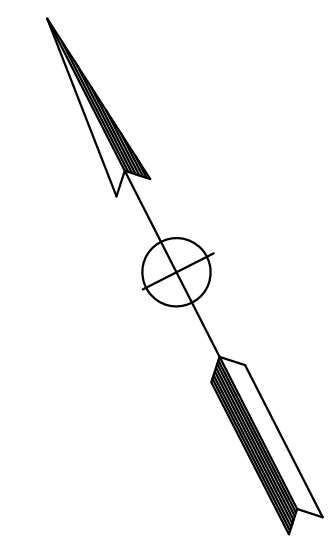
LICENSED LANDSCAPE ARCHITECT

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

CONSULTANT SENIOR LANDSCAPE ARCHITECT

CHRIS PATTILLO

CALCULATED-DESIGNED BY

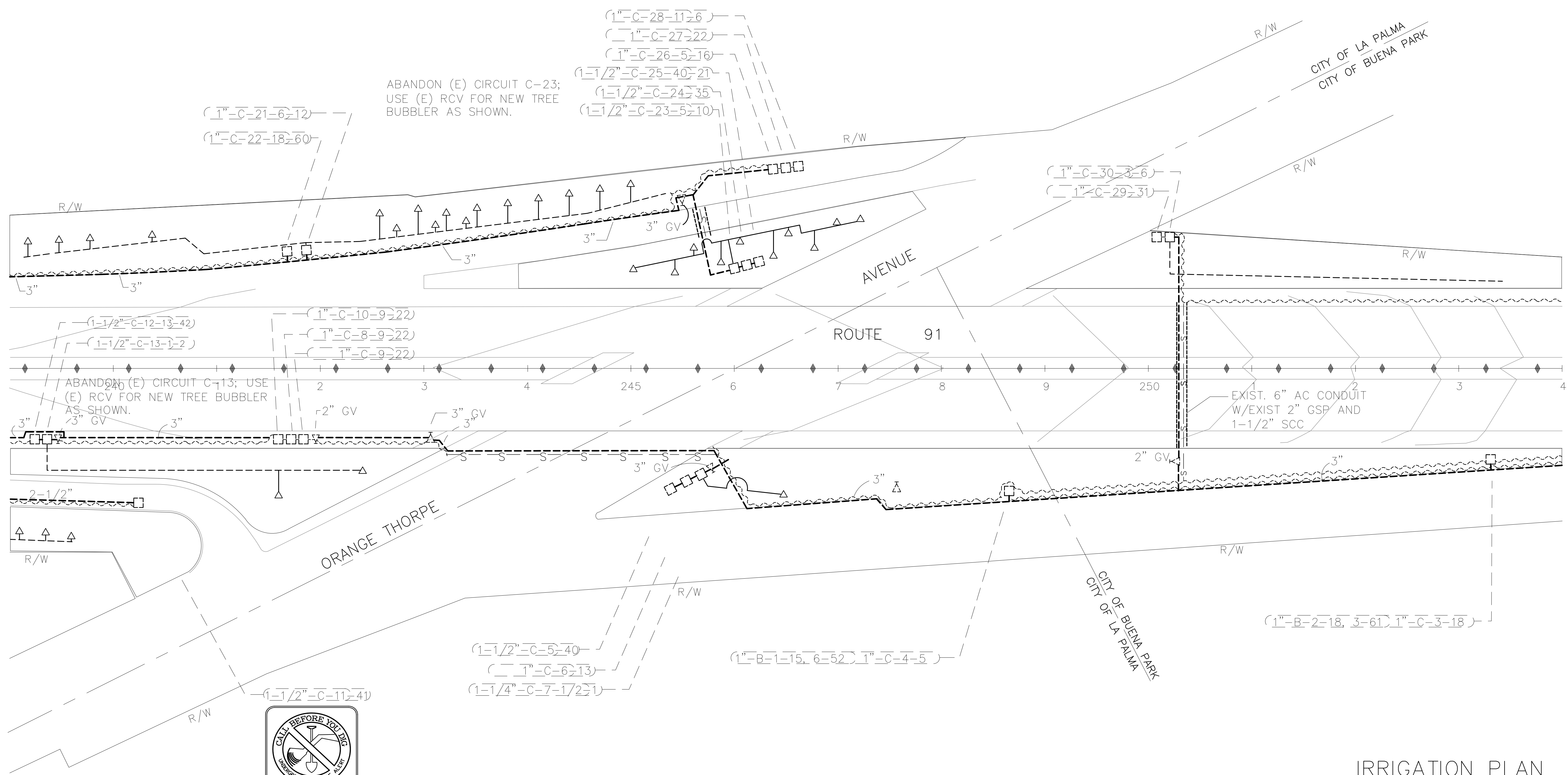
CHECKED BY

C. PATTILLO

C. PATTILLO

REVISOR BY

DATE REVISED



NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING

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IRRIGATION PLAN  
SCALE 1" = 50'  
IP-2

XX% CD LA PALMA - LA PALMA - PLANTING + IRRIGATION

DATE PLOTTED => \$DATE  
TIME PLOTTED => \$TIME

LAST REVISION 12-05-16

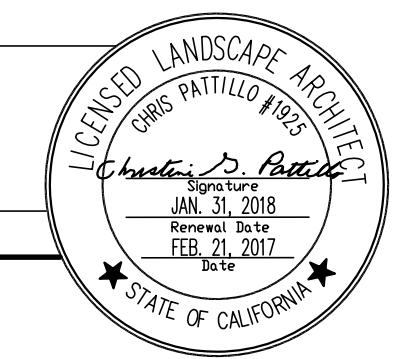
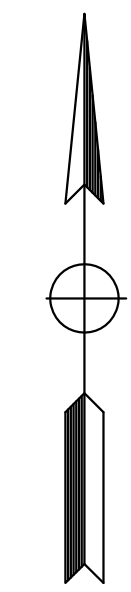


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12	Ora	91	0.5	8	9

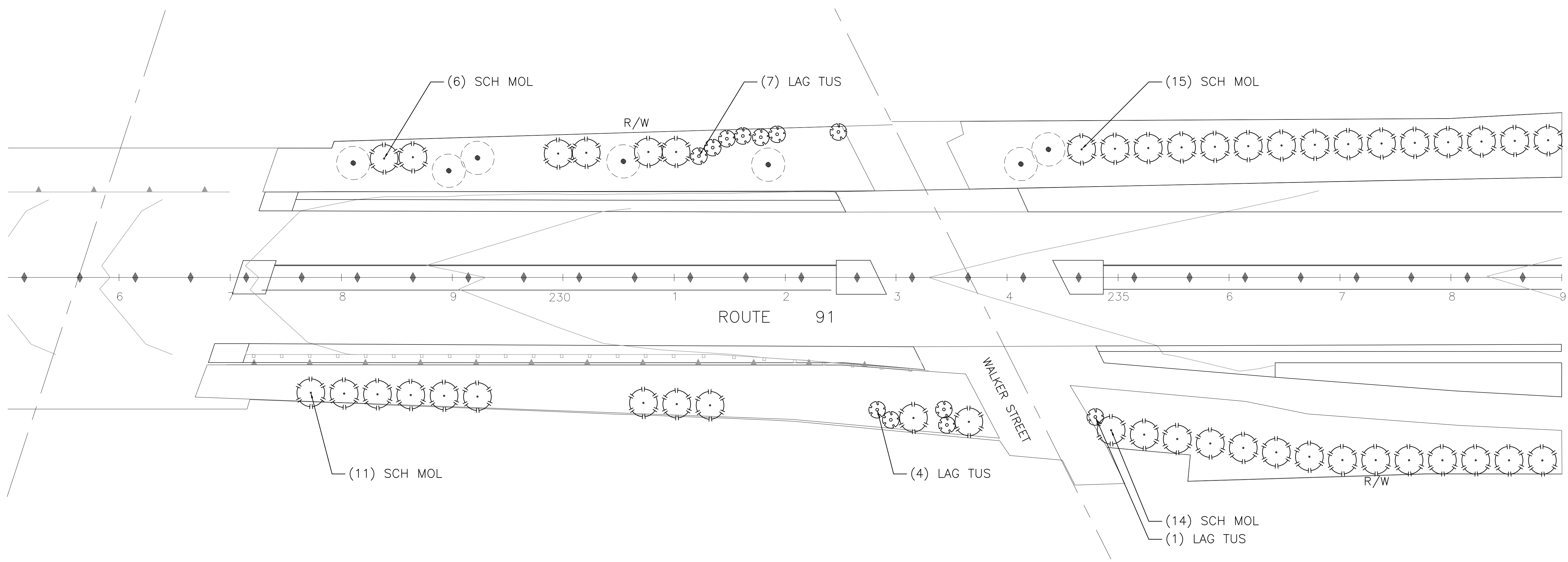
**PLANTING NOTES**

1. PLANT IN ACCORDANCE WITH SECTION 20 LANDSCAPE CALTRANS STANDARD SPECIFICATIONS, 2010.
2. PLANT ESTABLISHMENT TYPE 1 FOR A PERIOD OF 1,095 DAYS AS DESCRIBED IN SECTION 20 LANDSCAPE CALTRANS STANDARD SPECIFICATIONS, 2010.
3. REMOVED TREES WILL BE CHIPPED IN PLACE AND USED AS MULCH. MAJORITY OF MULCH USED WITHIN PROJECT LIMITS MUST NOT BE CHIPPED IN PLACE TREE MULCH.
4. MULCH ALL BARE AREAS WITHIN PROJECT LIMITS.
5. REFRESH MULCH TWO MONTHS PRIOR TO END OF PLANT ESTABLISHMENT PERIOD.
6. WHEN SPACE ALLOWS, NEW TREES ARE SHOWN NEAR THE TOE OF SLOPE. DESIGN INTENT IS FOR MATURE TREES TO BE 10' - 15' ABOVE ELEVATION OF DRIVING SURFACE.

PLANT LIST - PLANT GROUP I							
SYMBOL	ABBREV.	LATIN NAME	COMMON NAME	SPACING	SIZE	WATER REQUIREMENT	DIST FROM PVMT EDGE
	LAG TUS	LAGERSTROEMIA INDICA 'TUSKEGEE'	TUSKEGEE CRAPE MYRTLE	AS SHOWN	15 GAL.	MODERATE	27'
	SCH MOL	SCHINUS MOLLE	CALIFORNIA PEPPER TREE	AS SHOWN	15 GAL.	LOW	N/A
	EXISTING TREE TO BE PROTECTED						



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PLANTING PLAN  
SCALE 1" = 50'

PP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 CONSULTANT SENIOR LANDSCAPE ARCHITECT  
 CHRIS PATTILLO  
 C. PATTILLO  
 C. PATTILLO  
 REVISOR BY  
 DATE REVISED  
 CALCULATED BY  
 CHECKED BY  
 REVISIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

XX% CD LA PALMA - LA PALMA - PLANTING + IRRIGATION  
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 12-05-16 TIME PLOTTED => \$TIME

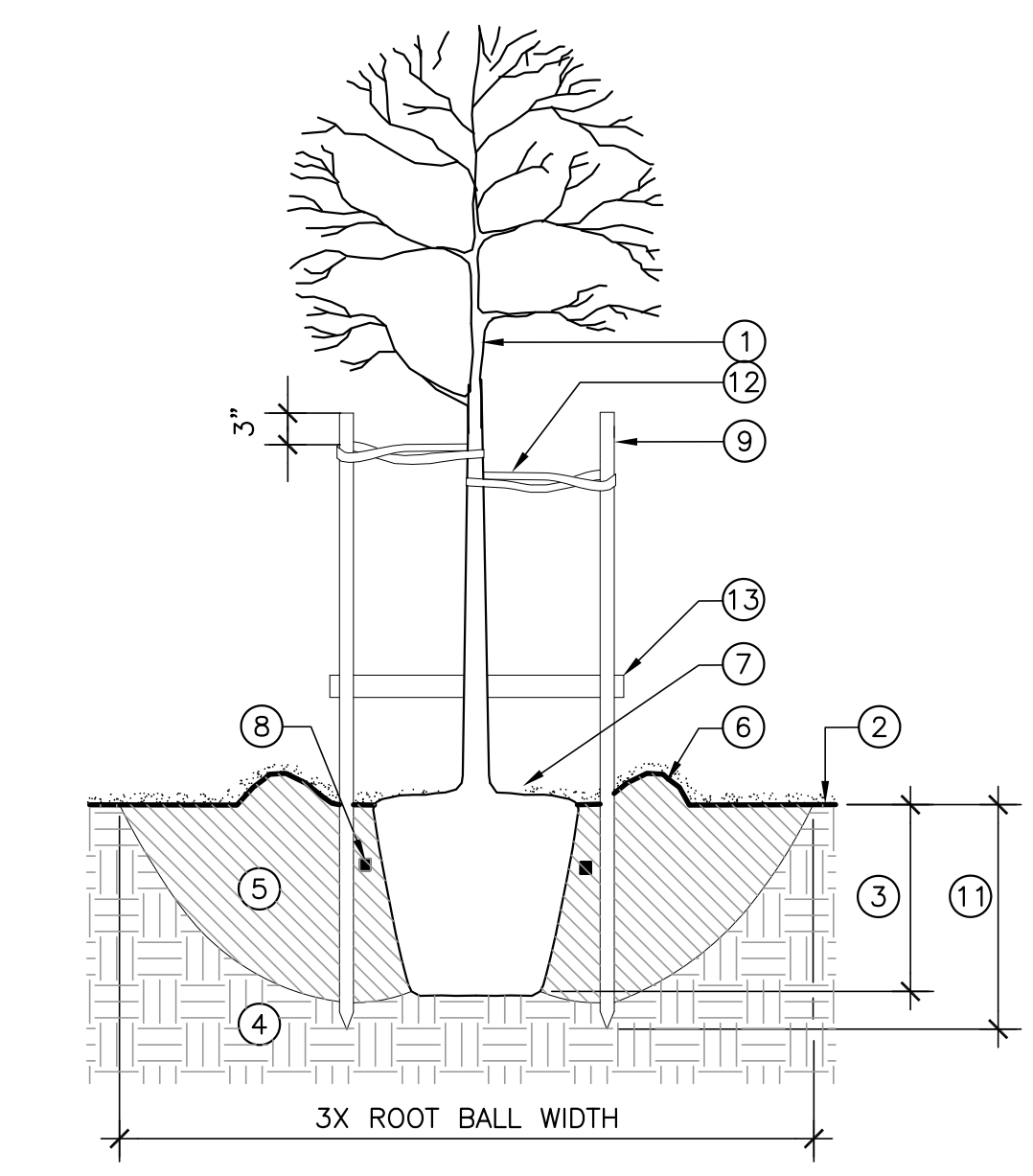
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LICENSED LANDSCAPE ARCHITECT

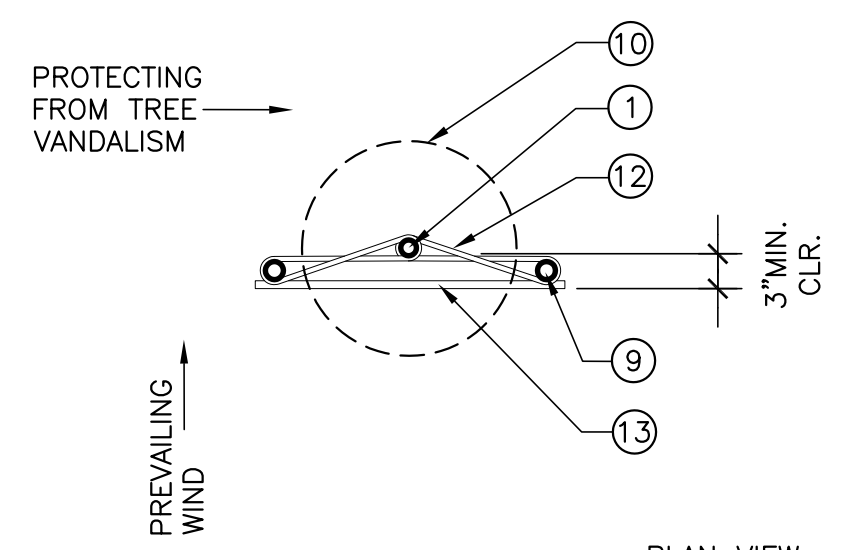
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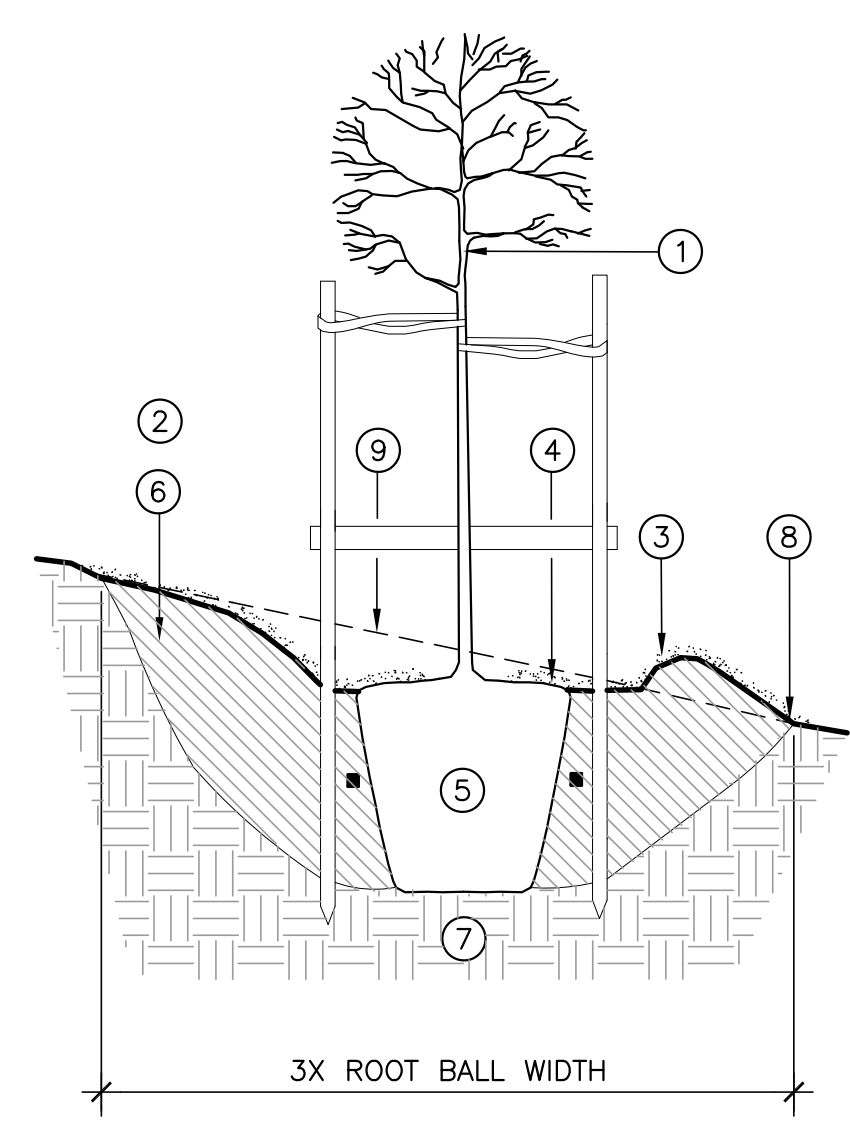
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444 17th Street  
Oakland, CA 94612



- TREE PLANTING:**
- TREE, SET PLUMB
  - FINISH GRADE
  - DIG PLANT PIT 1" SHALLOWER THAN DEPTH OF ROOTBALL, DEEPER BEYOND ROOTBALL AS SHOWN.
  - SUBGRADE - SCARIFY SURFACE OF PLANTING PIT
  - BACKFILL
  - 4" HIGH WATERING BERM, 12" BEYOND ROOTBALL
  - 4" MULCH, 6' DIA., HOLD 2" FROM TRUNK.
  - PACKET FERTILIZER, PLACE 2" FROM ROOTBALL



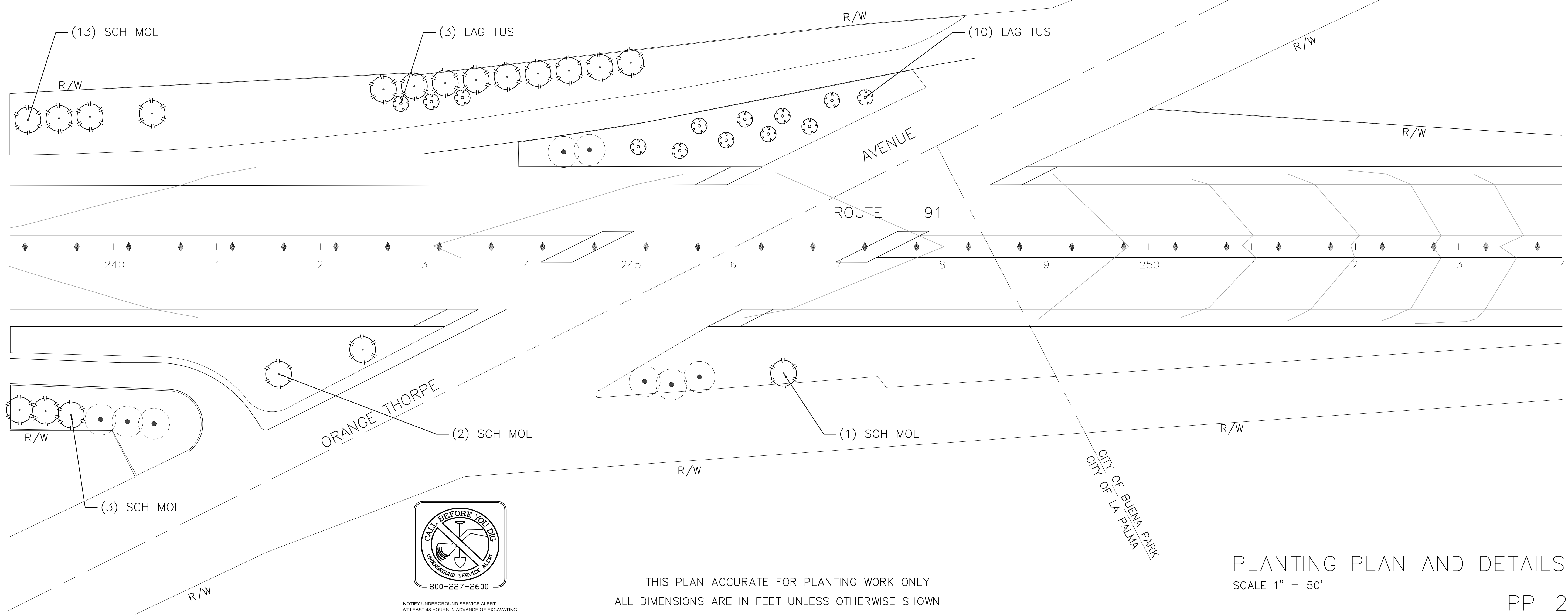
- TREE STAKING:**
- TREE STAKES ONLY AS REQUIRED. HEIGHT AS REQUIRED TO SUPPORT TREE. SET VERTICAL, DO NOT PENETRATE ROOTBALL.
  - OUTLINE OF ROOTBALL
  - STAKE DEPTH AS REQUIRED TO SUPPORT TREE
  - TREE TIES, (2) LOOP IN FIGURE 8 AROUND TREE & STAKES AS SHOWN. SCREW TO STAKES - 2 SCREWS PER STAKE
  - 1" X 3" CROSSTIE



- TREE, FOR PLANTING AND STAKING SEE DTL 1/PD-1
- EXCAVATE SUFFICIENT MATERIAL ON UPHILL SIDE OF SLOPE TO PREVENT SOIL BUILDING UP ON TRUNK
- 4" HIGH WATERING BERM, 12" BEYOND ROOTBALL
- 4" MULCH, 6' DIA., HOLD 2" FROM TRUNK.
- FINISH GRADE. SET ROOTBALL 1" ABOVE FINISH GRADE.
- BACKFILL
- SUBGRADE- SCARIFY SURFACE OF PLANTING PIT
- FINISH GRADE
- EXISTING GRADE, SEE GRADING PLAN

**1 TREE PLANTING & STAKING**  
SCALE: 3/8"=1'-0"

**2 TREE PLANTING ON SLOPE**  
SCALE: 3/8"=1'-0"



NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING

THIS PLAN ACCURATE FOR PLANTING WORK ONLY  
ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN

PLANTING PLAN AND DETAILS  
SCALE 1" = 50'

PP-2

REVISOR: C. PATTILLO  
DATE: 4/11/2008

CALCULATED/DESIGNED BY: C. PATTILLO  
CHECKED BY:

CONSULTANT SENIOR LANDSCAPE ARCHITECT: CHRIS PATTILLO

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans

XX% CD LA PALMA - LA PALMA - PLANTING + IRRIGATION

DATE PLOTTED => \$DATE  
TIME PLOTTED => \$TIME  
12-05-16

USERNAME => \$USER  
DGN FILE => \$REQUEST

CU 00000 EA 126204

**ATTACHMENT 2**

Caltrans Encroachment Permit # 1215-NLT-0807

[BEHIND THIS PAGE]

**ENCROACHMENT PERMIT**

TR-0120 (REV. 6/2012)

Permit No. <b>12-15-N-LT-0807</b>	
Dist/Co/Rte/PM <b>12-ORA-91 PM 0.674-PM 0.169</b>	
Date <b>03/23/2017</b>	
Fee Paid \$ <b>EXEMPT</b>	Deposit \$ <b>EXEMPT</b>
Performance Bond Amount (1) \$ <b>0.00</b>	Payment Bond Amount (2) \$ <b>0.00</b>
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with:

 Your application ofOctober 29, 2015 Utility Notice No. _____ of _____ Agreement No. _____ of _____ RW Contract No. _____ of _____

TO: CITY OF LA PALMA  
7822 WALKER STREET  
LA PALMA, CA 90623

Attn: **ERIC NUNEZ (714) 690-3322**

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Remove and replace trees on Caltrans R/W next to SR 91 ROW from R0.674 to R0.169 in the cities of LA Palma and Buena Park.

All performed work shall be in accordance with current Caltrans Standard Specifications and Standard Plans, Section 500 (Specific Permits) of the Encroachment Permits Manual, the attached Provisions and Permit Plans stamped dated March 02, 2017.

Permittee shall contact Caltrans Landscape Maintenance Superintendent, Rex McConnell at 714-529-3951 and State Permit Inspector Tom Shamsabadi, at 657-328-6096 a minimum of five working days prior to start of work and a pre-construction meeting will be scheduled at the earliest mutually agreeable time. Failure to comply with this requirement will result in the suspension of this permit.

**THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (Check applicable):

- Yes  No General Provisions
- Yes  No Utility Maintenance Provisions
- Yes  No Storm Water Special Provisions
- Yes  No Special Provisions
- Yes  No A Cal-OSHA permit, if required: Permit No. _____
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes  No Review
- Yes  No Inspection
- Yes  No Field Work

(if any Caltrans effort expended)

- Yes  No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before August 31, 2017

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: MASOOD OMAR  
COPIES TO:  
Permittee  
File: 15-807  
T. Shamsabadi  
Kevin Tong  
Rex McConnell  
Maintenance

APPROVED:

Ryan Chamberlain, District Director

BY:

  
 MAHESH R. BHATT, P.E., District Permit Engineer

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**STANDARD ENCROACHMENT PERMIT APPLICATION**  
 TR-0100 (REV. 03/2015)

000807  
 Page 1 of 3

Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable.  
 This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

<b>FOR CALTRANS USE</b>	
PERMIT NO.	1215-NLT-0807
DIST/CO/RTE/PM	12-ORA-91-0.674-0169
SIMPLEX STAMP	
2015 OCT 28 PM 4 40	
DATE OF SIMPLEX STAMP	

1. COUNTY <b>Orange</b>		2. ROUTE <b>91</b>	3. POSTMILE ORA 91 RO.674 to ORA 91 RO.169	
4. ADDRESS OR STREET NAME <b>91 Freeway</b>			5. CITY <b>La Palma</b>	
6. CROSS STREET (Distance and direction from project site) <b>Walker Street</b>		7. PORTION OF RIGHT-OF-WAY <b>Shoulders</b>		
8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input checked="" type="checkbox"/> CONTRACTOR		9. ESTIMATED START DATE Within 30 Days of Approval		10. ESTIMATED COMPLETION DATE Within 30 Days of Initiation
11. EXCAVATION	MAX. DEPTH 0"	AVG. DEPTH 0"	AVG. WIDTH 0"	LENGTH 0.52 miles (2747 feet)
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY			SURFACE TYPE Slope covered with mulch	
			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE	
13. PIPES	PRODUCT TYPE N/A	DIAMETER N/A	VOLTAGE / PSIG N/A	14. CALTRANS' PROJECT CODE (ID) N/A
15. <input type="checkbox"/> Double Permit Parent Permit Number <u>N/A</u> Applicant's Reference Number / Utility Work Order Number <u>N/A</u>				

16. Have your plans been reviewed by another Caltrans branch?  NO  YES (If "YES") Who? _____

17. Completely describe work to be done within STATE Highway right-of-way:

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

Scope of Work entails the removal and replacement of 45 trees on Caltrans SR 91 ROW from approximately ORA 91 RO.674 to ORA 91 RO.169. Six of the 45 trees lie within the City of Buena Park. Their support for the removal is provided. The remaining 39 trees fall within the City of La Palma's corporate boundary. The proposed abatement of 7 Red Ironbark (*Eucalyptus sideroxylon*), 11 Peppermint Eucalyptus (*Eucalyptus citriodora*), 12 Silver Dollar Eucalyptus (*Eucalyptus polyanthemos*), 1 Nicol's Willow (*Eucalyptus nicoli*), 4 Red Gum (*Eucalyptus camaldulensis*), and 10 Mexican Fan Palms (*Washington robusta*) of various size and health conditions. The removal and replacement of trees are to assist with visibility enhancements for the City's Central Business District.

- Attachment 1 City of La Palma background for request for tree replacement.
- Attachment 2 City of Buena Park letter of Support for Tree replacement
- Attachment 3 Exhibit 1 Aerial of Pole and Billboard Signs, and Trees targeted for replacement.
- Attachment 4 Exhibit 2 Aerial of Pole and Billboard Signs 500 foot distances.
- Attachment 5 Exhibit 3 Aerial of Tree Replacements.

18. Is a City, County or other public agency involved in the approval of this project?

YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)

COMMERCIAL DEVELOPMENT  BUILDING  GRADING  OTHER Visibility Enhancements for City's Central Business District

CATEGORICALLY EXEMPT  NEGATIVE DECLARATION  ENVIRONMENTAL IMPACT REPORT  OTHER _____

NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING  FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS  MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS  EROSION CONTROL

OTHER _____  LANDSCAPING



PERMIT NO.  
1215-NLT-0807

The following questions must be completed when a City, County or other public agency **IS NOT** involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

Yes. Request involves removal of 45 trees of various size, species, and health within right-of-way.

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?

No, there is a concrete storm water channel along one section on the south side of SR 91.

C. Is the proposed project located within five miles of the coast line?

No

D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?

No

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

No

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?

No

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

No

H. Will the proposed project impact access to any businesses or residences?

No

I. Will the proposed project impact any existing public utilities or public services?

No

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

No

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

No

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO  
(If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?  YES  NO (If "YES", provide a description)

21. Is work being done on the applicant's property?  YES  NO (If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil?  YES  NO

If "YES", estimate the area within State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)  
estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will the proposed project require dewatering?  YES  NO

If "YES", estimate total gallons AND gallons/month. _____ (gallons) AND _____ (gallons/month)

SOURCE*:  STORM WATER  NON-STORM WATER

(*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

Storm Drain System  Combined Sewer / Storm System  Storm Water Retention Basin

Other (explain): _____

PERMIT NO. 1215-NLT-0807

**PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

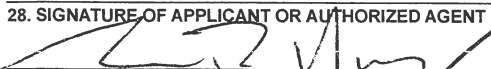
The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990:** All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

**DISCHARGES OF STORM WATER AND NON-STORM WATER:** All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

<http://www.dot.ca.gov/hq/construc/stormwater>

25. NAME OF APPLICANT OR ORGANIZATION City of La Palma			
ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code) 7822 Walker Street, La Palma, CA 90623			
E-MAIL ADDRESS Douglasd@Cityoflapalma.org		PHONE NUMBER (714) 690-3322	FAX NUMBER 714-523-2141
26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25) N/A		IS A LETTER OF AUTHORIZATION ATTACHED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)			
E-MAIL ADDRESS		PHONE NUMBER	FAX NUMBER
27. NAME OF BILLING CONTACT (Same as #25 <input checked="" type="checkbox"/> Same as #26 <input type="checkbox"/> )			
BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)			
E-MAIL ADDRESS		PHONE NUMBER	FAX NUMBER
28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT 	29. PRINT OR TYPE NAME Eric Nunez	30. TITLE Acting City Manager	31. DATE 10/28/15

**CALTRANS PERMIT # 1215-NLT-0807**  
**TREE TRIMMING, REMOVAL, AND CHEMICAL APPLICATION (LT)**  
**SPECIAL PROVISIONS**

In addition to the attached General Provisions (TR-0045), the following special provisions are applicable:

**I. GENERAL**

1. Traffic control is authorized only from 9 a.m. to 3 p.m., Monday through Friday, excluding holidays. Any traffic control that requires lane closure shall be in compliance with the appropriate traffic control plan. Where required by the plan, the use of a flashing arrow board is MANDATORY.
2. All debris shall be removed from the right of way and the area left in a safe and presentable condition at the end of each work day.
3. Climbing Spurs shall not be used except when removing trees or when working in the tops of Eucalyptus, Palms and Conifers.
4. Head back trim consists of reducing the height and/or spread of a tree by not more than one third. Head back trim is performed by a method called "drop crotch" pruning, which permits the preservation of a natural appearing foliage margin. Drop crotch pruning consists of removing perimeter branches at their junction with shorter branches. The shorter branches are retained intact to form a new foliage margin at the specified height and/or spread.

**II. TREE TRIMMING**

Tree trimming shall be performed by or under the detailed supervision of a qualified tree trimmer and the work must conform to the following:

1. In general, only light trimming of annual growth 2" or less in diameter will be permitted. The basic structure of the tree must be preserved. All large cuts shall be painted.
2. All trees shall be left in a symmetrical shape that is characteristic to their species.
3. This Permit alone does not grant permission to trim trees which are wholly or partly on private property. Permission must also be secured from the local property owner before trimming these trees.
4. Permittee shall trim excessive growth on the sides or top of the tree in all instances where it is obvious that previous pruning practices (topping and/or side trimming) are the cause of the excessive growth over State or adjacent private property. The finished tree shall be balanced and symmetrical.



**CALTRANS PERMIT # 1215-NLT-0807  
ADDITIONAL SPECIAL PROVISIONS**

In addition to the attached General Provisions (TR-0 045), the following Special Provisions are applicable:

- No poles and or Billboard Signs are allowed to be constructed within state R/W.
- Contractor shall prepare Traffic Control plans signed by a Registered Traffic Engineer and submit for Caltrans approval and pay permit fees to obtain a Double Permit prior to beginning of construction. A deposit of \$1,230.00 is required at the time of application.
- Permittee to provide tank watering to the trees to reduce stress during drought.
- Personal vehicles of the Permittee's and/or Contractor's employees shall not be parked on paved shoulders or traveled way within the limits of this work.
- All components of the traffic control system shall be removed from the traveled way and paved shoulders at the end - of-the workday.
- Orange vests and hard hats shall be worn at all times while working within State right-of-way.
- The full width of traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 PM on Fridays and on the day preceding designated legal holidays, and when construction operations are not actively in progress.
- Unless otherwise approved by the State Permit Inspector, no work that affects the freeway off ramp shall be performed on weekdays between 6:00 AM and 9:00 AM, and between 3:00 PM and 6:30 PM.
- Trees proposed for trimming shall be tagged for review & approval prior to work.
- The permitted work shall be performed by a licensed contractor with Arborist certification.
- All tree trimming work shall be in accordance with the current ISA and ANSI A-300 Standards.
- Permittee shall refer to attached Table 5.15 of the Encroachment Permits Manual for the requirements for tree trimming or removal.
- Permittee shall repair or replace to its existing condition any damaged State facility as a result of the permitted work at no cost to the State (i.e. irrigation system,

existing trees, shrubs, ground cover, etc.) Any mature trees that are damaged shall be replaced with box size trees, depending on the size of the mature tree.

- Immediately following completion of the work permitted herein, Permittee shall fax to 949/724-2265 the Work Completion Notice/Customer Service Questionnaire to close this file.