



**City of Laguna Niguel Solicitation of Informal Sealed Bids for the
Surficial Slope Failure Repair
Cash Contract 19-05**

Estimated cost: \$40,000

Location of site: Crown Valley Community Park,
29751 Crown Valley Parkway, Laguna Niguel, CA 92677

Bids will be accepted by: City Hall – Public Works Department - At the address below

Bid due date: June 7, 2019 at 2:00 p.m.

Mandatory walk date: Site visit required pursuant to project information contained in this
Solicitation of Informal Sealed Bids.

Owner's address: 30111 Crown Valley Parkway, Laguna Niguel, CA 92677

Telephone number: (949) 362-4337

Brief work description: Repair of Surficial Slope Failure

Work category: Repair

Percentage of Bid Bond: 10% (ten percent) of total bid price

Percentage of Performance Bond: 100% (one hundred percent) of the total project cost

Percentage of Payment Bond: 100% (one hundred percent) of the total project cost

Additional Information/Contact: Mark Carroll (949) 294-0047

Date issued: May 23, 2019

Number of Working Days: Ten (10) working days

Bids will be considered from licensed contractors with relevant experience. The City may request information substantiating the requisite background. Failure to provide the additional information may result in a Contractor's Proposal being declared non-responsive.

Department of Industrial Relations Requirements

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Laguna Niguel Public Works Department or online at <http://www.dir.ca.gov/dlsr>. The successful bidder and all subcontractor(s) under him shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidders shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In Addition, each Bidder shall provide the Department of Industrial Relations registration number for each listed subcontractor in the space provided in the Information Required of Bidders Item No. 10, List of Subcontractors.

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

Bids shall be submitted in writing on the Bid Forms included in Attachment "B".

Project Information:

1. Bidders are required to visit the project site to examine the field conditions and become familiar with the project location and its requirements. Bidders are required to contact the Project Manager, Mr. Mark Carroll, at mcarroll@cityoflagunaniguel.org or 949-294-0047 to schedule this site visit. The bid price will include all costs to construct the project within the project limits (See Attachment A) including excavation, backfill, compaction, jute netting, and plant replacement. Contractor shall grade slope with the existing material. No import/export required. The City will issue a no fee permit for the project.
2. All questions or clarifications should be submitted via email to the Project Manager, Mr. Mark Carroll, at mcarroll@cityoflagunaniguel.org, no later than 3:00 p.m. on Thursday, May 30, 2019. The City will respond to all questions, any and required, by issuing a written addendum no later than 5:00 p.m. on Monday, June 3, 2019.
3. Bids will be received at the office of the Public Works Department, City of Laguna Niguel, until 2:00 P.M. on June 7, 2019 at which time and place the bids will be publicly opened and read aloud. Bids shall be prepared on the approved Bid Forms. Bids shall be submitted in sealed envelopes marked on the outside, "SEALED BID FOR "Surficial Slope Failure Repair, Cash Contract No. 19-05 DO NOT OPEN WITH REGULAR MAIL" with Bidder's name and address, addressed to:

Jacki Scott, Public Works Director/City Engineer
Public Works Department – City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

4. Bid proposals must be submitted by the due date and time shown above. Late proposals will be rejected and returned unopened without exception.
5. Upon opening and examining all bids, determination of the low responsible bidder will be announced. Said bidder will enter into a Contract with the City (A copy of the Contract is included as Attachment C). Please note that the insurance requirements for this project are included in the Contract.
6. The City reserves the right to reject all bids and circulate another Bid. The City Council also reserves the right to waive any irregularity or informality.
7. The project is located at the Crown Valley Community Park (29751 Crown Valley Parkway, Laguna Niguel) adjacent to the Niguel Botanical Preserve. The contractor shall take care and all pre-cautions to not damage or disrupt any existing improvements or operations within the Community Park or Botanical

Preserve. If in the opinion of the City, any damage occurs, the contractor shall be responsible to repair/replace such damage to the satisfaction of the City Inspector.

8. The work shall be completed within (10) ten working days from the date of the Notice to Proceed.

Project Plans & Specifications:

Project plans & specifications are as outlined in letter from LGC Geotechnical, Inc., dated November 7, 2018, and entitled “Limited Geotechnical Evaluation for Surficial Slope Failure, Crown Valley Community Park, Laguna Niguel, California” (See Attachment D).

Project shall be constructed in accordance with Standard Specifications for Public Works Construction. Drought tolerant planting shall be as follows:

Quantity	Description
1	Quercus agrifolia, Coast Live Oak (15 gal)
5	Malosma laurina, Laurel Sumac (5 gal)
3	Romneya coulteri, Matilija Poppy (1 gal)
257	Cotoneaster dammeri, Lowfast (1 gal) install at 36” OC triangular spacing

Planting shall be installed within the project limits at the locations directed by the City Inspector.

The City will replace the existing irrigation facilities.

ATTACHMENT A
Project Limits



PROJECT LIMITS



1 inch = 25 feet



Surficial Sope Failure Repair

City of Laguna Niguel



BID SCHEDULE

Surficial Slope Failure Repair, CC 19-05

Item No.	Item Description	Quantity	Unit	Unit Price	Total
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Slope Repair including excavation, backfill, compaction, jute netting and plant replacement.

1 LS _____

Total Bid Schedule in Figures: _____

Total Bid Schedule in Words:

Bidder's Signature _____

Bid Bond Attached _____
Bidder's Initials

**CITY OF LAGUNA NIGUEL
Surficial Slope Failure Repair
CASH CONTRACT 19-05**

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Business Address: _____

(2) Telephone: _____

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

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

(7) Number of years of experience as a Contractor in construction work _____

(8) List at least three (3) completed projects of similar scope completed in the last 36 months:

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(BIDDER'S INFORMATION – PAGE 2 OF 3)

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

Date of Inspection: _____

(10) List the name and address of all **subcontractors (or engineers and architects) who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

DIR REGISTRATION NUMBER _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

DIR REGISTRATION NUMBER _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

DIR REGISTRATION NUMBER _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

DIR REGISTRATION NUMBER _____

WORK TO BE PERFORMED: _____

(11) List the name and address of **Materials/Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: _____

ADDRESS: _____

EQUIPMENT TO BE PROVIDED: _____

(BIDDER'S INFORMATION – PAGE 3 OF 3)

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

**CITY OF LAGUNA NIGUEL
Surficial Slope Failure Repair
CASH CONTRACT 19-05**

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR).

See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

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

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

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION
CERTIFICATION**

BIDDER'S NAME: _____

**CITY OF LAGUNA NIGUEL
Surficial Slope Failure Repair
CASH CONTRACT 19-05**

BID BOND

KNOW ALL MEN BY THESE PRESENTS that _____,
as Bidder, and _____ as Surety, are held and firmly
bound unto the City of Laguna Niguel, as Agency, in the penal sum of ten percent (10%) of the
total amount bid by Bidder to Agency for the above stated project, for the payment of which
sum, Bidder and Surety agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder is about to
submit a bid to Agency for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by Bidder and Bidder files the required
Faithful Performance and Labor and Material Bonds in the manner and time specified, then this
obligation shall be null and void. Otherwise it shall remain in full force and effect in favor of
Agency.

In the event suit is brought upon this bond by Agency and judgment is recovered, the Surety
shall pay all costs incurred by the Agency in such suit, including reasonable attorney's fee to be
fixed by the court.

WITNESS our hands the _____ day of _____, 2019.

Subscribed and sworn to before me
this _____ day of _____, 2019.

By: _____
(Print Name of Owner or President of Corporation/Company)

(Signature)

(Title)

(Date)

(Signature of Secretary of Corporation/Company)

(Signature of Notary Public)

(SEAL)

(BID BOND - PAGE 2 OF 2)

Subscribed and sworn to before me
this _____ day of _____, 2019.

(Signature of Notary Public)

(SEAL)

(Print Surety's Name)

(Mailing Address)

By: _____
(Print Name)

(Signature)

(Title)

**NOTE: SIGNATURE'S OF CORPORATE AND SURETY OFFICIALS MUST BE
NOTARIZED.**

ATTACHMENT C
Contract

CONSTRUCTION CONTRACT

SURFICIAL SLOPE FAILURE REPAIR

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the City of Laguna Niguel, a municipal corporation (hereinafter the "City"), and _____, a _____, (hereinafter the "Contractor").

R E C I T A L S:

1. The Uniform Public Construction Cost Accounting Act (Public Contracts Code Section 22000 *et seq.*) (the "Act") provides public agencies, including general law cities, with an alternate informal bidding procedure for the bidding of the construction of public projects.

2. The City Council, by the adoption of Ordinance No. 2006-140, adopted the alternate informal bidding procedures for the bidding of the construction of public projects which is set forth in the Act.

3. The Act and Ordinance No. 2006-140 authorize the informal bidding of the construction of public projects that have a cost of \$125,000 or less.

4. The City has, in accordance with Ordinance No. 2006-140, invited the submission of informal bids for the construction of the Surficial Slope Failure Repair (the "Project").

5. The Contractor is the lowest responsible bidder for the construction of the Project.

6. The City proposes to award a contract to the Contractor for the construction of the Project.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. Contractor shall construct the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the construction of the Project. The contract between the City and the Contractor consists of this Contract and all of the following, each of which is made a part of this Contract as though fully set forth herein.

- a. Notice Inviting Bids for the Project.
- b. Instructions to Bidder.

- c. Plans for the Project.
- d. General Specifications for the Project.
- e. Special Provisions for the Project.
- f. Standard Specifications.
- g. Contractor's written and signed Proposal.

2. Standard Specifications. Standard Specifications for City projects are those contained in the most recent edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). The Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract, except as amended by the Plans for the Project, the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, or any other contract documents.

3. Compensation. City shall pay Contractor \$_____ for the construction of the Project. This amount shall cover all expenses incurred by Contractor for the construction of the Project.

4. Completion Date. The construction of the Project shall commence on or before _____ and be completed by _____.

5. Payment Bond. Contractor shall provide before commencing work a payment bond in the amount of \$_____, and in a form satisfactory to the City Attorney.

6. Licenses. Contractor acknowledges that it is required to hold either a Class A Contractor's License or a combination of Class C Specialty Contractor Licenses adequate to perform the required work at the time this Contract is entered into. Contractor hereby certifies that it holds the required license(s).

7. Subcontracting Subject to Approval. Contractor may not subcontract any portion of the work required by this Contract to other persons or firms unless Contractor first obtains written consent from City to engage in such subcontracting.

8. Non-Assignability. Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9. Administration. This Contract will be administered by the Public Works Department. The Director of Public Works/City Engineer or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10. Indemnification. Contractor agrees to indemnify, protect, defend and hold harmless the City, the City Council, the City's officers, employees, agents, and representatives from any claims, suits, actions, liability or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract.

11. Liability Insurance. Without limiting Contractor's indemnification of City, as described in paragraph 10, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California, which contain the coverage described below.

- a. Comprehensive Liability Insurance, vehicular and nonvehicular, for claims for bodily injury, death, or property damage which may arise from the performance of the Contract. Such insurance shall be in an amount of at least \$2 million per occurrence and aggregate.
- b. Certificates of Insurance shall be provided by Contractor as evidence of the above-indicated policies.
- c. The City of Laguna Niguel, the City Council, and the City's officers, employees, agents and representatives shall be named as additional insureds under these policies.
- d. Said Certificates of Insurance shall provide that 30 days written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

12. Workers' Compensation Insurance. Contractor acknowledges the provisions of State Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor certifies that it will comply with these provisions before commencing performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, in a form satisfactory to the City, and submit the signed Certificate to the City prior to commencing work under this Contract.

13. State Labor Code.

- a. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of

Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Laguna Niguel and are available for review upon request.

b. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to State Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

c. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the State Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

d. The Contractor shall post at the work site a copy of the wage rates and post other information as required by law or regulation of the State Labor Commissioner.

e. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Each Contractor and subcontractor shall furnish the records specified in State Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

f. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

g. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained

from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

h. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

14. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15. Integration. This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

16. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Orange, California.

17. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

18. Successors and Assigns. The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

19. Exhibits. The exhibits referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

20. Authority to Sign. The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the project.

///

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

Bob Hall
Interim City Manager

Title: _____

ATTEST:

Eileen Gomez
City Clerk

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

Kevin Ennis.
City Attorney

"CONTRACTOR "

a, _____ corporation

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures of contractor must be notarized. Obtain two signatures if contractor is a corporation.]

**CITY OF LAGUNA NIGUEL
Surficial Slope Failure Repair
CASH CONTRACT 19-05**

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Laguna Niguel, California (“hereinafter referred to as CITY”), awarded to _____, hereinafter referred to as the “Contractor/Principal” a contract for the work described as _____

in the amount of _____;

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____, as Surety, a California admitted surety insurer, are held and firmly bound unto the CITY for one hundred percent (100%) of the total amount payable by the CITY under the terms of the contract awarded by CITY to the Contractor/Principal, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by CITY, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the CITY from loss or damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

(FAITHFUL PERFORMANCE BOND - PAGE 2 OF 3)

Whenever Contractor/Principal shall be, and is declared by the CITY to be, in default under the contract, the CITY having performed the CITY's obligations thereunder, the Surety shall promptly remedy the default, 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 responsive and responsible bidder, arrange for a contract between such bidder and the CITY, and make available as work progresses 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 above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the CITY under the contract and any modifications thereto, less the amount previously properly paid by the CITY to the Contractor/Principal.

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CITY'S reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

(FAITHFUL PERFORMANCE BOND - PAGE 3 OF 3)

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, 2019.

Contractor/Principal

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney
City of Laguna Niguel

(Attach the Attorney-in-Fact Certificate
for Surety. Attach notarial acknowledgements
for signatures of both Contractor/Principal and Surety.)

**CITY OF LAGUNA NIGUEL
Surficial Slope Failure Repair
CASH CONTRACT 19-05**

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Laguna Niguel, California (“hereinafter referred to as CITY”), has awarded to _____, hereinafter referred to as the “Contractor/Principal” a contract for the work described as _____ in the amount of _____;

WHEREAS, said Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the undersigned Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto the CITY for one hundred percent (100%) of the total amount payable by the CITY under the terms of the contract awarded by CITY to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

(PAYMENT BOND - PAGE 2 OF 3)

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond has been given, and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety.)

_____ (Name and address of agent or
representative in California, if
different from above.)

_____ (Telephone and facsimile number of
Surety or agent or representative
in California.)

(PAYMENT BOND - PAGE 3 OF 3)

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, 2019.

Contractor/Principal

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney
City of Laguna Niguel

(Attach the Attorney-in-Fact Certificate
for Surety. Attach notarial acknowledgements
for signatures of both Contractor/Principal and Surety.)

**CITY OF LAGUNA NIGUEL
Surficial Slope Failure Repair
CASH CONTRACT 19-05**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code Amended by Stats. 1979, C.373, p1343, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the Agency prior to performing any work on the contract:

“I am aware of the provisions of Section 3700 of the Labor Code which requires 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 I will comply with such provisions before commencing the performance of work of this contract.”

Contractor

By _____
Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

“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 in 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, 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 employee.”

**CITY OF LAGUNA NIGUEL
Surficial Slope Failure Repair
CASH CONTRACT 19-05**

GUARANTY

In accordance with the terms of the Surficial Slope Failure Repair Contract in the City of Laguna Niguel approved _____, between the City of Laguna Niguel, (hereinafter referred to as the Agency) and the undersigned, under which contract the undersigned shall complete work as described in the contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the Agency, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the Agency. In the event repairs are not made within thirty (30) days, the Agency shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the Agency, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the Agency, to replace any such equipment and repair said items completely without cost to the Agency so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the Agency; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the Agency, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

Date

Contractor

ATTACHMENT D
Repair of Surficial Slope Failure
Limited Geotechnical Evaluation



November 7, 2018

Project No.: 15222-01

Mr. Ziad Mazboudi
City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, California 92677

Subject: *Limited Geotechnical Evaluation for Surficial Slope Failure, Crown Valley Community Park, Laguna Niguel, California*

Reference: California Department of Conservation, Division of Mines and Geology, 1974, Special Report 112, Geologic Map of the San Juan Capistrano Quadrangle, Orange County, California, Paul K. Morton, William J. Edgington and Donald L. Fife, Scale: 1:12,000.

Introduction

In accordance with your request, LGC Geotechnical, Inc. has prepared this letter-report to provide the results of our limited geotechnical evaluation of the recent surficial slope failure that occurred near the top of the east-facing slope descending to the botanical gardens area of the Crown Valley Community Park in Laguna Niguel, California (Figure 1). This report has been prepared to present our findings, conclusions, and recommendations with regard to the conditions observed. Please note that this report does not address the global (deep-seated) stability of the subject slope or for the residential structure above.

Site Description

The subject failure occurred in the top of slope area adjacent to the eastern side of the offsite, residential property located 23862 Wardlow Circle in Laguna Niguel, California. The failure is within the botanical gardens area of the Crown Valley Community Park in Laguna Niguel, California (Figure 1). The location of the failure includes a small portion of the top of slope area within an east-facing slope of the Community Park. In the area of the subject failure, the slope consists of an easterly descending approximately 30-foot-high slope originally graded to an approximate 1.5:1 (horizontal to vertical) inclination. The slope is partially vegetated with low ground cover, bushes and trees. Irrigation lines are present on the slope, one of which crosses the failed portion of the slope.

Findings

Based on aerial photographic review, the slope which includes the area of subject failure, appears to have been constructed as fill slope in the late 1960's. In an aerial photograph from March of 2011, plastic sheeting was present on the slope directly north of the area of the subject failure, suggesting a similar surficial failure. By April of 2013, aerial photographs show that the failure and adjacent slope area, including the area of the

subject failure appears to have been regraded. Photographs from subsequent years, depict the slope as having been revegetated.

Based on the regional geologic map of the area (CDMG, 1974) most of the hillside in the area of the subject surficial failure is mapped as a queried landslide. Evaluation of the queried landslide was beyond the scope of this study.

On November 6, 2018, a geologist from our firm performed geologic mapping of the subject failure area. The results of our mapping are depicted on our Geotechnical Map (Figure 1). Our mapping indicates that in the area of the subject failure, the slope consists of artificial fill soils, which were observed to predominately be composed of brown sandy, silty clay and clayey silt. The failure appears to be related to excessive watering due to issues with the irrigation system at the top of the slope. We understand that a slow leak was discovered in the rear-yard irrigation system at the top of slope property. The failure appears to be a shallow surficial failure, up to approximately two to three feet deep with accumulated debris up to approximately three feet thick. Based on visual observation, the soil comprising the failed mass was wet and the underlying materials exposed in the back scarp area were moist to very wet. Probing of the backscarp area of the surficial slope failure indicated yielding conditions to a depth of approximately 1.5 feet below the surface. Generally firm and unyielding conditions were encountered below this depth.

Conclusions

The slope failure was found to be localized and shallow; likely the result of saturated soil conditions within the outer portion of the slope face. However, specific analysis and evaluation of the stability of the slope was not performed for this study. The source of the water was reportedly related to a leak in the irrigation system of the property above the slope. The excess water saturated the near-surface soils comprising the slope face causing the failure.

Recommendations

These recommendations are based upon our field observations of the near-surface soils within the affected slope area and our experience with similar projects. The following recommendations for slope restoration are intended to aid the grading contractor during construction, and should be considered as a minimum from a geotechnical viewpoint.

If rain is predicted prior to implementation of the recommendations provided below, we recommend that the area of the subject failure be covered with plastic sheeting and sandbags to reduce the potential for surface water erosion, infiltration and additional slope failure. The plastic sheeting should extend at least 10 feet beyond the edges of the failure. Irrigation of the area of the failure should be halted until the slope has been restored.

To restore the slope to its original grades, we provide the following geotechnical recommendations. The failed slope was originally graded to an inclination of approximately 1.5:1 (horizontal to vertical) which is steeper than allowed by the current code requirements (i.e. maximum of 2:1, horizontal to vertical). The recommendations provided herein are intended to return the slope to its approximate pre-failure grades. Grading to a flatter inclination is not practical, given the project constraints.

We anticipate clearing of vegetation will be required extending approximately 2 feet beyond either side of the subject slope failure. Prior to grading, the existing irrigation system in the vicinity of the failure should be temporarily cut and capped to allow sufficient room for reconstruction of the subject portion of the slope. The area of proposed slope reconstruction should be cleared of surface obstructions, any existing debris, and potentially compressible material (such as landslide material, unsuitable older fill, and weathered bedrock). Vegetation and debris should be removed and properly disposed of offsite. Holes resulting from the removal of buried obstructions, which extend below finished site grades, should be replaced with suitable compacted fill material. Areas to receive fill and/or other surface improvements should be scarified to a minimum depth of 6 inches, brought to a near-optimum moisture condition, and recompacted to at least 90 percent relative compaction (based on American Standard of Testing and Materials [ASTM] Test Method D1557).

We recommend that the failed mass be removed and the failed portion of the slope be reconstructed to its original grades in general accordance with Figure 2, Surficial Slope Failure Repair Detail. Some of the material comprising the failed soil mass may be over-wet and may not be considered suitable in its current condition for use as fill material in restoring the subject slope. Portions of the failed material may need to be dried back to near optimum moisture content or be mixed with or replaced by dryer materials.

Subsequent to removal of the failed mass and prior to reconstruction of the slope, we recommend a fill key be excavated at the toe of the slope. The key should be excavated for the entire width of the area of proposed slope reconstruction (approximately 25-feet-wide). The base of the key should be excavated into suitable material, extend a minimum of 4 feet horizontally into the slope, and be backtilted into the slope so that the heel of the key is a minimum of ½-foot lower than the toe. Suitable material should be expected at a depth of approximately 1-foot below pre-failure grade at the toe of the key. The actual depth and extent of the removals should be determined during grading operations by a representative of our firm based on the conditions observed.

The bottom and sides of the key excavation should be benched into competent material with small vertical benches. The key bottom should be scarified to a minimum depth of 6 inches, brought to at least optimum moisture content, and recompacted to at least 90 percent relative compaction (based on ASTM Test Method D1557). The optimum lift thickness to produce a uniformly compacted fill will depend on the type and size of compaction equipment used. In general, fill should be placed in uniform lifts not exceeding 6 inches in compacted thickness, moisture conditioned to approximately 2 percent above optimum moisture content, and compacted to a minimum of 90 percent relative compaction per ASTM 1557. Slope faces should also be compacted to a minimum of 90 percent relative compaction per ASTM 1557. This may require overbuilding of the slope face and trimming back to design grades. A geotechnical representative from LGC Geotechnical should observe the fill placement operation. Soils used for fill should be relatively free of organics, large rocks, or other deleterious material. Onsite materials may not be suitable for use as fill without drying back or mixing with dryer materials. Import materials should be of similar composition to those currently comprising the slope and contain no materials over 6 inches in maximum dimension. A sample of any proposed import should be provided to the geotechnical consultant a minimum of three working days prior to any importation.

All excavations should be made in accordance with Cal OSHA, as a general guideline. Excavations deeper than 4 vertical feet should be made at 1.5:1 inclinations or flatter and should be mapped and frequently checked by a representative of this office. Once excavation has been initiated, the slope should be constructed as soon as possible. Prolonged exposure of backcut slopes may result in some localized slope instability. Excavations should be planned so that they are not initiated without sufficient time to backfill them prior to weekends, holidays, or forecasted rain. Excavation safety is the sole responsibility of the contractor.

We recommend that the contractor's proposed plan of operations be reviewed by this office prior to initiation of work and closely monitored by representatives of this office during excavation and construction.

It is recommended that the regraded slope be covered in jute netting or equivalent and planted with ground cover vegetation as soon as practical to protect against erosion by reducing runoff velocity. Deep-rooted vegetation should also be established to protect against surficial slumping. Irrigation levels should be kept to the minimum level necessary to establish growth. Continuous erosion control, rodent control, and maintenance are essential to the long-term stability of all slopes.

Discussion

Implementing the recommendations above will not eliminate all erosion or the potential for future slope failures. We recommend that this repair be implemented as soon as possible. Determining the factor of safety for or addressing the global stability of the slope was outside of the scope of our study. The information contained in this report is based only on visual observation of the site. An engineering opinion regarding the existing and future global (deep seated) stability of the subject slope cannot be made from only a visual observation. We emphasize this point to ensure the expectations of our recommended improvements are maintained at a reasonable level.

It should be noted that the subject slope was constructed at an inclination of approximately 1.5:1 (horizontal to vertical), which is steeper than the current code requirements of a maximum of 2:1. All things being equal, steeper slopes are less stable than flatter slopes. Although failures do occur on flatter slopes, the steepness of the subject slope makes it more vulnerable to potential surficial failures and slumps. New slopes constructed at a slope ratio steeper than 2:1 (horizontal to vertical) require a code exemption and specific recommendations from the geotechnical consultant addressing global and surficial stability. Typically, horizontal geogrid-reinforcement is required at a maximum vertical spacing of 2 feet with a strength and length dependent primarily on site soil parameters. Therefore, the existing 1.5:1 slope does not meet current code requirements.

Limitations

Our services were performed using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable soils engineers and geologists practicing in this or similar localities. No other warranty, expressed or implied, is made as to the conclusions and professional advice included in this report.

This report is based on data obtained from limited observations of the site, which have been extrapolated to characterize the site. While the scope of services performed is considered suitable to adequately characterize the site geotechnical conditions relative to the proposed development, no practical investigation can completely eliminate uncertainty regarding the anticipated geotechnical conditions in connection with a subject site. Variations may exist and conditions not observed or described in this report may be encountered during construction.

This report is issued with the understanding that it is the responsibility of the owner, or of his/her representative, to ensure that the information and recommendations contained herein are brought to the attention of the other consultants and incorporated into the plans. The contractor should properly implement the recommendations during construction and notify the owner if they consider any of the recommendations presented herein to be unsafe, or unsuitable.

The findings of this report are valid as of the present date. However, changes in the conditions of a site can and do occur with the passage of time, whether they be due to natural processes or the works of man on this or adjacent properties. The findings, conclusions, and recommendations presented in this report can be relied upon only if LGC Geotechnical has the opportunity to observe the subsurface conditions during grading and construction of the project, in order to confirm that our preliminary findings are representative for the site. This report is intended exclusively for use by the client, any use of or reliance on this report by a third party shall be at such party's sole risk.

In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and modification.

Should you have any questions regarding this report, please do not hesitate to contact our office. We appreciate this opportunity to be of service.

Sincerely,

LGC Geotechnical, Inc.



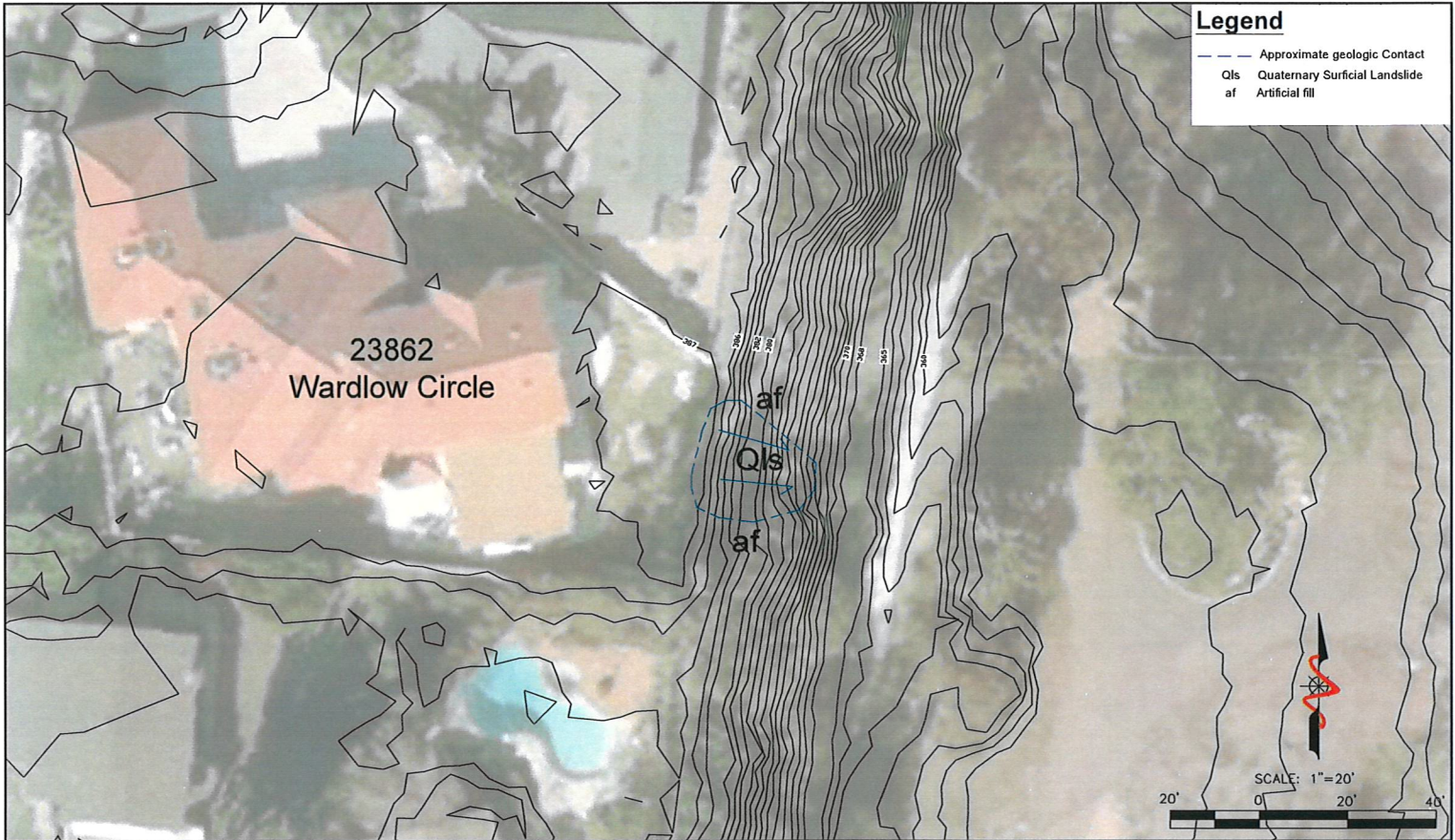
Kevin B. Colson, CEG 2210
Vice President



KBC/aca

Attachments: Figure 1 – Geotechnical Map
Figure 2 – Surficial Slope Failure Repair Detail

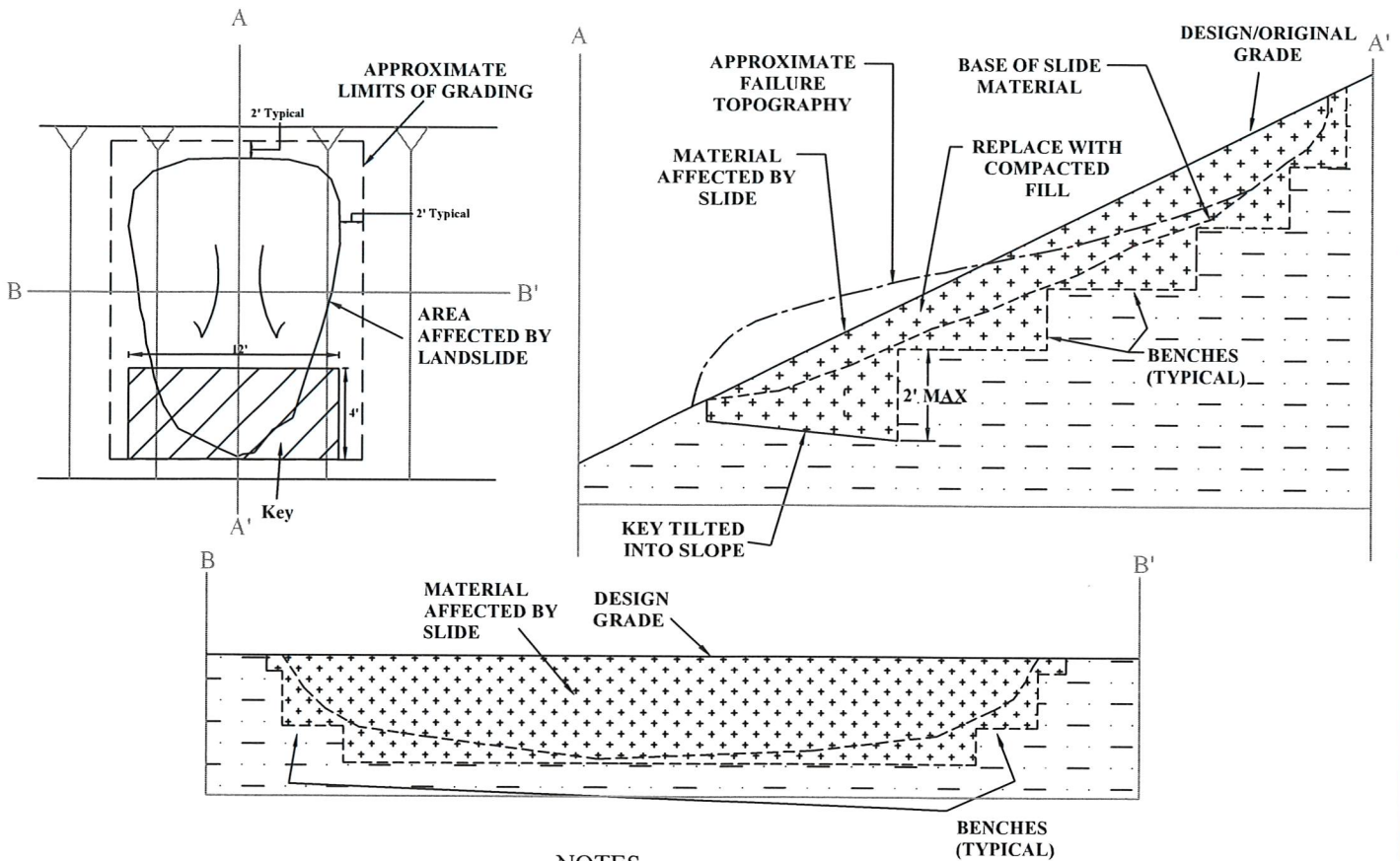
Distribution: (4) Addressee (wet-signed copies)



LGC Geotechnical, Inc.
131 Calle Iglesia, Ste. 200
San Clemente, CA 92672
TEL (949) 369-6141 FAX (949) 369-6142

FIGURE 1
Geotechnical Map

PROJECT NAME	Laguna Niguel - Botanical Gardens Qls
PROJECT NO.	15222-01
GEOLOGIST	KBC
SCALE	1" = 20'
DATE	November 2018



NOTES

1. REMOVE LOW DENSITY SOIL / SLIDE DEBRIS UNTIL COMPETENT MATERIAL IS REACHED.
2. EXCAVATE KEY (SIZE TO BE DETERMINED BY GEOTECHNICAL CONSULTANT) AT TOE OF SLOPE OR LOWEST POINT OF LANDSLIDE. KEY BOTTOM MUST BE TILTED INTO SLOPE PER REPORT.
3. BOTTOM AND SIDES OF EXCAVATION MUST BE BENCHED INTO COMPETENT MATERIAL WITH STEPS BETWEEN BENCHES NO MORE THAN 2' IN HEIGHT.
4. PLACE BACKFILL IN 6" TO 8" LIFTS AND COMPACT TO A MINIMUM OF 90% RELATIVE COMPACTION.
5. TRIM AND BLEND INTO EXISTING PORTIONS OF THE SLOPE THAT WERE NOT SUBJECT TO FAILURE.
6. TRACKWALK OR COMPACT FINAL SLOPE SURFACE WITH SUITABLE EQUIPMENT, COVER WITH JUTE NETTING, AND RESEED, PREFERABLY WITH DEEP ROOTING DROUGHT TOLERANT PLANTS.
7. GEOTECHNICAL OBSERVATION AND TESTING SHOULD BE PERFORMED AFTER KEY EXCAVATION AND DURING BACKFILL OPERATIONS.



FIGURE 2
Surficial Slope
Failure Repair Detail

PROJECT NAME	Laguna Niguel - Botanical Gardens QIs
PROJECT NO.	15222-01
GEOL.	KBC
SCALE	Not to Scale
DATE	November 2018