



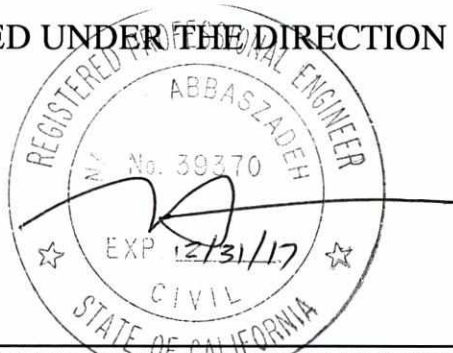
CITY OF LAGUNA NIGUEL
LAGUNA NIGUEL, CALIFORNIA

**PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS
FOR**

FREEWAY PYLON IMPROVEMENTS PROJECT

CASH CONTRACT 16-12

PREPARED UNDER THE DIRECTION OF:



NASSER ABBASZADEH, CITY ENGINEER
PUBLIC WORKS DEPARTMENT
30111 CROWN VALLEY PARKWAY
LAGUNA NIGUEL, CA 92677
(949) 362-4337

April 11, 2017

These plans and specifications are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency. Any reuse of these plans and specifications by Others shall be at Other's sole risk and without liability to the Agency.

**CITY OF LAGUNA NIGUEL
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**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
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NOTICE INVITING SEALED BIDS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Niguel, as Agency, for furnishing all materials, equipment, tools, labor and incidentals as required for the above stated project in strict accordance with the specifications and drawings on file at the Public Works Office of the City of Laguna Niguel.

BID OPENING

Bids will be received at the office of the Public Works Department, City of Laguna Niguel, until 2:00 PM on May 5, 2017 at which time and place the bids will be publicly opened and read aloud. Bids shall be prepared on the approved proposal forms included herein in conformance with the Instruction to Bidders. Bids shall be submitted in sealed envelopes marked on the outside, "SEALED BID FOR FREEWAY PYLON IMPROVEMENTS PROJECT – CASH CONTRACT 16-12, DO NOT OPEN WITH REGULAR MAIL".

PRE-BID MEETING

A mandatory pre-bid meeting will be held for all General Contractors at 30111 Crown Valley Parkway, Laguna Niguel, CA 92677, at 10:00 AM on Tuesday, April 18, 2017 in the Public Works Conference Room. Project requirements will be discussed and any questions or comments will be addressed at that time. No bids will be accepted from General Contractors who are not represented at the mandatory pre-bid meeting.

SCOPE OF WORK

The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents to construct the above stated project. The general items of work to be done hereunder consist of: AC pavement removal, construction of concrete block slough wall, removal of existing landscaping, modification of existing landscape irrigation, construction of AC and PCC pavement, excavation and backfill, construction of PCC pile foundation and base, furnishing and installation of electrical conduits and equipment and final design and construction of Freeway Pylon Signs, including concrete block base with stacked stone veneer, as shown on conceptual drawings in Appendix III.

LOCATION OF WORK

All work is located in the City of Laguna Niguel.

TIME LIMIT AND NOTICE TO PROCEED

All work shall be completed within sixty (60) working days from the date on the Notice to Proceed. A move-in period of fifteen (15) working days will be allowed starting on the date of

the Notice to Proceed. The Contractor will not be allowed to start work prior to the date in the Notice to Proceed and not until he has returned the executed contract and has submitted contract bonds and liability insurance acceptable to the Agency as required in the Specifications. The counting of working days shall start on the date the Contractor elects to start work or the last day of the move-in period, whichever occurs first. The Contractor shall utilize the move-in period to ensure that all materials required for the project will be available for the scheduled work. No additional calendar days will be allowed for material delay once the Contractor commences work. The Contractor shall notify the Engineer at least five (5) working days prior to the start of work.

The engineer's estimate for the project is approximately **\$800,000**.

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids; to waive any informality, irregularity or error in any bid for the bid process; and to accept any bid or portion thereof; and to take all bids under advisement for a period of forty-five (45) calendar days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the Bid Sheets.

Nothing in this section shall relieve the Contractor of his obligations relative to starting work as required elsewhere in these specifications. Liquidated damages requirements are included under Part 1, Section 6-9 of the Special Provisions herein.

LICENSE REQUIREMENT

At the time of contract award, the contractor shall possess a Class B Contractor's License or a combination of Class C Specialty Contractor's License(s) adequate to perform the work herein described. No contract will be awarded to a Contractor who has not been licensed in accordance with the Provisions of Chapter 9, Division III, or the Business and Profession Code of the State of California at the time the bid is submitted. The successful bidder must maintain the license throughout the duration of this contract.

PLANS & SPECIFICATIONS

Plans and specifications are available at the City's website www.cityoflagunaniugel.org. Click on the "Bids" link, the project title, and follow instructions to download (there is no fee for downloading). A full set of the plans and specifications are also available for inspection without charge at the Public Works Department of the City of Laguna Niguel. Complete sets of said contract documents may be purchased at a cost of \$50.00 per set and are obtainable from the Public Works Department of the City of Laguna Niguel, 30111 Crown Valley Parkway, 2nd Floor, Laguna Niguel, California 92677, telephone number (949) 362-4337. No refund will be made of any charges for complete sets of contract documents. Plans and specifications can be mailed for an additional \$40.00 per set or call for express delivery rates. Additional information may be obtained on the City's website at www.cityoflagunaniguel.org.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773 and 1773.2 of the California Labor Code. 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.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. 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.

This Project is subject to compliance monitoring by the California Department of Industrial Relations. The Contractor is required to post job site notices of the wage rates and other information as required by the State Labor Commissioner.

Apprentices

Section 1777.5 requires the 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 that 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.

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. **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, or any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

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

PROGRESS PAYMENTS

The Contract Documents call for monthly progress payments based upon the Engineer's measurement of the work completed. The Agency will retain five percent (5%) of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the Agency will pay the amounts so retained upon compliance with the requirements of Public Contract Code, Section 22300 and the provisions of the Contract Documents pertaining to Substitution of Securities.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF LAGUNA NIGUEL.

Dated this 11th day of April, 2017.

CITY OF LAGUNA NIGUEL, CALIFORNIA

By  _____

Eileen C. Gomez, City Clerk
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
(949) 362-4300

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal Forms provided by the Agency. All information requested therein must be clearly and legibly set forth in the manner and form indicated. All Addenda shall be acknowledged in the Proposal.

PROPOSAL GUARANTEE (BID BOND)

Proposals shall be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the Agency in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a notice to award contract is issued fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee may be forfeited to the Agency. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents and furnished the required insurance policies and bonds.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the Agency is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the Agency's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside,

“SEALED BID FOR FREEWAY PYLON IMPROVEMENTS PROJECT DO NOT OPEN WITH REGULAR MAIL”.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY’s designated official prior to the bid opening hour stipulated in the “Notice Inviting Sealed Bids.” The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee, unless agreed to otherwise by the Agency.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

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

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder. No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF SPECIFICATIONS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, or finds apparent discrepancies in, or apparent omissions from the specifications, he may submit to the Engineer of said Agency a written request for an interpretation or correction thereof, which must be received by the Engineer at least seven (7) days prior to the date of receipt of bids. No request shall be taken within the seven (7) days prior to bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issues and copy of such addendum will be mailed, faxed or delivered to each person receiving a set of such documents. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections, and changes. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

The Engineer may, without Board approval, issue addenda to the contract documents during the period of advertising for bids, for the purpose of clarifying or correcting Specifications, Plans or Bid Proposal; provided that any such addenda do not substantially change the original scope and intent of the project. The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be acknowledged in the proposal. Before submitting his bid, each bidder shall inform himself as to whether or not any addenda have been issued. Purchasers of Contract Documents will be furnished copies of such addenda by fax, certified mail or personal delivery during the period of advertising and shall signify receipt of same in the "Acknowledgment of Addenda", page of the Proposal. Failure to cover in this bid any such addenda issued shall render his bid irregular and shall result in its rejection by the Agency.

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

Following a review of the bids, the Agency shall determine whether to award the contract or to reject any or all bids. The award of contract, if made, will be to the lowest responsive and responsible Bidder as determined solely by the Agency on the basis of the unit prices of the base bid, exclusive of additive alternates and other criteria as contained in the Plans, Specifications and Contract Documents. The Agency reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any informality, irregularity or error in any bid for the bid process, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No Bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof.

LABOR CODE

Pursuant to the provisions of Sections 1770 – 1773 of the Labor Code of the State of California, the Agency has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the State Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Agency, and copies will be made available to any interested party on request. It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Original Certified Payroll Records for the Contractor and Subcontractors shall be submitted to the Agency on approved forms on a weekly basis. Progress payments may be withheld pending receipt of any outstanding records. The Agency may conduct interviews with workers to verify compliance with applicable labor laws and wage requirements. Suspected irregularities and discrepancies may be reported to the appropriate agencies for review and enforcement.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code. The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Agency on the contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code, which stipulates 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, except as provided in Section 3077, of such employee.

This Project is subject to compliance monitoring by the California Department of Industrial Relations. The Contractor is required to post job site notices of the wage rates and other information as required by the State Labor Commissioner.

WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1861 of the State Labor Code, the contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to Agency along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4552 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the Agency 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or

subcontract. This assignment shall become effective when the Agency tenders final payment to the Contractor without further acknowledgment by the parties.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specification in excess of ½ of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of work. Substituting a subcontractor in place of a subcontractor listed in the original bid without Agency approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations, may at the Agency's discretion, result in cancellation of the contract or financial penalty.

The Contractor shall perform with its own organization, contract work amounting to a least 50% of the contract price (see Sec. 2-3.2 General – Subcontracts). Failure to meet this requirement is grounds for rejection of the bid or cancellation of the contract. The Agency reserves the right to waive the 50% requirement if it deems it to be in the best interests of the Agency.

SUBSTITUTION OF SECURITIES

In accordance with the State of California Public Contract Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency, or with a State or Federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

CONSTRUCTION CLAIMS/WAIVER OF CLAIMS

Effective January 1, 1991, Section 20104 et seq. of the California Public Contract Code prescribes a process of utilizing informal conferences, non-binding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. The Agency has also adopted additional requirements and limitations regarding claims. (See the appropriate sections in the General Provisions and General Specifications.)

At the completions of the project the Contractor shall execute and the Agency shall approve a "Final Closeout Agreement and Release of All Claims" concurrently with the final acceptance of the project and the filing of the Notice of Completion. The "Final Closeout Agreement and Release of All Claims" shall be based on the final contract amount minus any damages.

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. **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 List of Subcontractors Form.

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

PROPOSAL

TO CITY OF LAGUNA NIGUEL as Agency:

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

Bidder declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, Bidder agrees to enter into a contract with Agency at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. Bidder understands that failure to execute the contract documents and furnish the required insurance policies and bonds in the manner and time prescribed shall be considered breach of contract and may result in the rejection of the bid and forfeiture to Agency of the Bid Bond accompanying this proposal.

Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of project administration and comparison of bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the lump sum total shall govern over the subtotals.

Bidder agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman'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 awarded to it. Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

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

(PROPOSAL – PAGE 2 OF 2)

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

Bidder understands that no contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, or the Business and Professions Code of the State of California. Bidder has also received Section 7028.15(e) of the Business and Professions Code.

BIDDER’S NAME:

BIDDER’S ADDRESS:

TELEPHONE: (_____) _____

Subscribed and sworn to before me
this ____ day of _____, 2017.

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

(Signature)

(Signature of Notary Public)

(Title)

(Date)

(Signature of Secretary of Corporation/Company)

(SEAL)

**CITY OF LAGUNA NIGUEL
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BIDDER'S INFORMATION

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of Individual Contractor, Company or Corporation _____

Business Address _____

Telephone: (____) _____

California State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Corporation organized under the laws of the State of _____

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

(BIDDER’S INFORMATION – PAGE 2 OF 3)

All current and prior D.B.A.’s, aliases, and fictitious business names for any principal having an interest in this proposal are as follows:

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc.) in the past three (3) years:

1. Provide the names, addresses and telephone numbers of the parties:

2. Briefly summarize the parties’ claims and defenses:

3. State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and the outcome:

4. Have you ever had a contract terminated by the owner/agency? If so, explain.

(BIDDER’S INFORMATION – PAGE 3 OF 3)

5. Have you ever failed to complete a project? If so, explain.

6. Have you ever been terminated for cause and then had it converted to a “termination of convenience”? If so, explain.

For any projects you have been involved with in the last three (3) years did you have any claims or actions?:

		Circle One
1.	By you against the owner?	Yes / No
2.	By the owner against you?	Yes / No
3.	By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)?	Yes / No
4.	By subcontractors (Stop Notices, etc.)?	Yes / No
5.	Are any claims or actions unresolved or outstanding?	Yes / No

If yes to any of the above, please explain. (Attach additional sheets, if necessary.)

Failure of the bidder to provide all requested information in a complete and accurate manner shall be considered non-responsive and may result in rejection of the bid, forfeiture of the bid security and other penalties.

Subscribed and sworn to before me
 this ____ day of _____, 2017.

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

 (Signature)

 (Signature of Notary Public)

 (Title)

 (Date)

(Signature of Secretary of Corporation/Company)

(SEAL)

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

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

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

LIST OF SUBCONTRACTORS

The bidder shall set forth in the bid subcontractors on the subject project as required in the Public Contract Code, Sections 4100 – 4113, including the name, location of its business and license number of all subcontractors that are required to be listed. Substituting a subcontractor in place of subcontractor listed in the original bid without Agency approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations may, at the Agency's sole discretion, result in cancellation of the contract or a financial penalty. The Contractor shall perform with its own organizations contract work amounting to at least 50% of the contract price per Section 2-3.1 General – Subcontracting. Failure to meet this requirement may result in rejection of the bid or cancellation of the contract.

Bidder proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____

(LIST OF SUBCONTRACTORS – PAGE 2 OF 2)

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
Dollar Amount and Percent of Total Contract _____
Specific Items of Work _____

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

REFERENCES

Failure of the bidder to provide all required information in a complete and accurate manner shall be considered non-responsive and may result in the rejection of the bid and forfeiture of the bid security. Failure to demonstrate adequate experience may result in rejection of the bid.

For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past three (3) years, provide the following required information:

1) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

2) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ To ____/____/____

Agency Name _____

(REFERENCES – PAGE 2 OF 6)

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

3) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

(REFERENCES – PAGE 3 OF 6)

4) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

5) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

(REFERENCES – PAGE 4 OF 6)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

List any other projects (private, older than three (3) years, etc.) that may represent qualifying similar experience:

1) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

2) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

(REFERENCES – PAGE 5 OF 6)

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

3) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

(REFERENCES – PAGE 6 OF 6)

4) Project Name/Number _____

Project Description _____

Approximate Construction Dates From ____/____/____ to ____/____/____

Agency Name _____

Address _____

Contact Person _____ Telephone (____) _____

Original Contract Amount \$_____ Final Contract Amount \$_____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
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DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

PROJECT BID SHEET

The Contractor shall complete this Project Bid Sheet for use only by Agency for comparison of bids and compensation to the Contractor for this project. The Contractor shall submit a balanced bid. The estimated quantities and itemized descriptions listed in the Project Bid Sheet are supplied to give an indication of the general size of the work. The accuracy of the estimated quantities is not guaranteed. Unit prices are intended to be the basis for additions, deletions or substitutions to the work, if required. Lump sum prices and/or quantities shall be considered all inclusive and shall not be considered for price and/or quantity adjustment. The work to be performed shall include, but not be limited to, the items described. The bid shall include the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to install or complete all work contemplated per the plans and specifications.

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Bonding, mobilization and insurance	1	LS		
2	Traffic control	1	LS		
3	Surveying Services	1	LS		
4	Preparation and Implementation of Erosion Control Plan	1	LS		
5	Clearing & Grubbing	503	SF		
6	Sawcut and Remove existing AC pavement and base.	231	SF		
7	Construct Concrete Block Slough Wall	33	SF		
8	Construct 4" Thick PCC Pavement.	34	SF		
9	Remove and Replace Existing Landscape and Modify Existing Irrigation System	55	SF		
10	Construct 6" AC Pavement Type PG 64-10 (150 PCF) Over Compacted Native Material	3	TN		
11	Construct PCC Foundation Per Structural Plans	110	CY		
12	Furnish and Install Electrical Improvements Per Plans	1	LS		
13	Design and Construct Pylon Sign	2	EA		

(PROJECT BID SHEET - PAGE 2 OF 3)

_____ DOLLARS

Total Bid in Words

\$ _____

Total Bid in Figures

In case of discrepancy between the unit price and the total price shown by the bidder, the unit price shall prevail. In case of discrepancy between words and figures, the words shall prevail.

The Bidder shall note that if the contract is awarded, it will be based on the lowest properly submitted bid provided that the Bidder has met all requirements. The Agency reserves the right to reject any or all bids.

Attached hereto in cash, a certified check, a cashier's check or a bidder's bond in the amount of ten percent (10%) of the amount bid, which is agreed shall be retained as liquidated damages by the Agency if the undersigned fails or refuses to execute the agreement and furnish the required bonds and certificates of insurance within the time provided.

It is understood that:

1. The undersigned has carefully examined all contract documents which will form a part of the Contract including the following: Notice Inviting Bids, Instructions to Bidders, Proposal, Contract Agreement, General Specifications, General Provisions, Technical Specifications, Plans (if any), and Addenda.
2. The undersigned has carefully examined and fully understands all the limitations, requirements and possible consequences in the specific sections related to subcontracting, certified payroll records, claims, disclosures of past experience, payment, liquidated damages and waiver of claims.
3. The Agency does not warranty the completeness or accuracy of the plans and specifications and that submission of a bid is sufficient evidence that the undersigned has investigated the site of the work, is satisfied as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.
4. The undersigned fully understands the scope of work and has cleared carefully all words and figures inserted in the Proposal and further understands that the Agency will be in no way responsible for any errors or omissions in the preparation of the Proposal.
5. The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the Labor Code which requires every employee to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the Contract it is awarded to the undersigned.

(PROJECT BID SHEET - PAGE 3 OF 3)

6. The undersigned will begin work after Notice to Proceed has been given, as herein specified; will meet all requirements in regard to bonds and insurance; and will complete said work within the time specified in the Instructions to Bidders.
7. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive, or made in the interest or in behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure any advantage over any other bidder.
8. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he submitted this bid. The awards for such work are to be entirely at the discretion of the Agency after evaluation of the bids as submitted.
9. The undersigned agrees that the Agency shall, unless otherwise waived by the Agency, recover or retain as liquidated damages an amount equal to the ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations, in the event the undersigned fails to execute a Contract and furnish the required bonds and insurance therefor within the time provided.
10. Submission of a bid will be deemed a binding offer to enter into the attached contract on the terms contained therein for 45 days from the bid opening.
11. If awarded the Contract, Contractor agrees to begin and to complete the work per specifications. Contractor further agrees to execute and return the Contract Documents, bonds and insurance certificates within ten (10) working days after the date of the Notice to Award. This is a valid and binding proposal to do all the work herein described.

I hereby certify that the enclosed bid represent a balanced bid and therefore each line item bears its proportionate share of profit.

Respectfully submitted,

Contractor's Business Name

By

Business Address

Title

City/State/Zip

Date

Business Telephone Number

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

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 _____, 2017.

Subscribed and sworn to before me
this _____ day of _____, 2017.

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

(Signature)

(Signature of Notary Public)

(Title)

(Date)

(Signature of Secretary of Corporation/Company)

(SEAL)

(BID BOND - PAGE 2 OF 2)

Subscribed and sworn to before me
this ____ day of _____, 2017.

(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.**

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

CONTRACT

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 City Council of the City of Laguna Niguel has decided to construct the FY 16-17 ARAM Pavement Rehabilitation Project, Cash Contract No. 16-04 (the "Project").
2. The City has invited the submission of bids for the construction of the Project.
3. The Contractor has submitted a bid for the contract for the construction of the Project.
4. The Contractor is the lowest responsible bidder for the construction of the Project.
5. 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 agrees to construct the Project according to all the terms and conditions set forth in the Project Documents. The Project Documents include the contract between the City and the Contractor and consist of this Contract and all of the Contract Documents for the aforesaid Project which are the following: (1) the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal (as submitted by the Contractor), Guaranty, General Specifications, Special Provisions, Technical Specifications, Final Closeout Agreement and Release of All Claims, Plans (if any accompany the Project), and Standard Specifications; (2) everything referenced in said documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Contract as though fully set forth herein.

(CONTRACT - PAGE 2 OF 7)

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, the Technical Specifications for the Project, or any other contract documents.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the aforesaid contract documents for the contract price of \$_____.

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

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

3. Completion of Work.

a. Contractor shall perform within the time set forth in Notice Inviting Sealed Bids, everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Contract as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

(CONTRACT - PAGE 3 OF 7)

c. The Contractor shall be liable to the City for any damages arising as a result of a failure to fully comply with the obligations set forth in this paragraph, and the Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the Architect, the Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

4. Change to Work. Contractor agrees that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim.

5. Claims. Contractor agrees that submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the City, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by Contractor.

6. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Payment Bond (labors and materials) each for 100% value of the work in the form that complies with the Project Documents and is satisfactory to the City Attorney.

7. Licenses and Legal Responsibilities.

a. Contractor acknowledges that it is required to hold the Contractor's license or licenses set forth in the Project Documents. Contractor hereby certifies that it holds the required license(s).

b. Contractor shall keep itself informed of all State and Federal laws and regulations that may in any manner affect those employed by it or in any way affect the performance of its work pursuant to this Contract. Contractor shall, at all times, observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

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 City's 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.

(CONTRACT - PAGE 4 OF 7)

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, and shall require all subcontractors, if any, to take out and maintain, 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 non-vehicular, 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 \$1 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.

(CONTRACT - PAGE 5 OF 7)

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 penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than 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.

(CONTRACT - PAGE 6 OF 7)

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. 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.

(Signature pages attached.)

(CONTRACT - PAGE 7 OF 7)

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

"CITY"

CITY OF LAGUNA NIGUEL

By: _____

Title: _____

ATTEST:

Eileen C. Gomez
City Clerk

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

Terry E. Dixon, Esq.
City Attorney

"CONTRACTOR"

By: _____

Title: _____

By: _____

Title: _____

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

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

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 _____ () 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 _____ () 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 _____, 2017.

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:

Terry E. Dixon, 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
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

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 _____, 2017.

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:

Terry E. Dixon, 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
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

WORKER'S 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
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

GUARANTY

In accordance with the terms of the FREEWAY PYLON IMPROVEMENTS PROJECT, CASH CONTRACT NO. 16-12 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

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

GENERAL SPECIFICATIONS

ADDENDA

The Engineer may, without Board approval, issue addenda to the contract documents during the period of advertising for bids, for the purpose of clarifying or correcting Specifications, Plans or Bid Proposal; provided that any such addenda do not substantially change the original scope and intent of the project. Purchasers of contract documents will be notified and furnished copies of such addenda, either by fax, certified mail or personal delivery, during the period of advertising and shall signify receipt of same in the appropriate location in the contract documents.

TRAFFIC REQUIREMENTS

No public street or lane shall be closed to through traffic at any time except when approved by the Engineer. Other requirements are included under Section 7-10 in the Special Provisions herein.

REMOVAL OF GRAFFITI/REMOVAL OF USA MARKINGS

The Contractor shall constantly monitor the worksite and all equipment and appurtenances associated with the project for vandalism/graffiti. Any vandalism/graffiti found within the project limits or worksite by the Contractor or the Agency shall be removed or repaired by the Contractor within 24 hours.

Failure to correct the situation to the satisfaction of the Agency within 24 hours will result in the Agency taking corrective action and deducting the cost from any monies due the Contractor.

Prior to final acceptance of the project the Contractor shall remove all markings including, but not limited to, USA markings from the project area to the satisfaction of the City Engineer.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773 and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board or Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. 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.

This Project is subject to compliance monitoring by the California Department of Industrial Relations. The Contractor is required to post job site notices of the wage rates and other information as required by the State Labor Commissioner.

Apprentices

Section 1777.5 requires the 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 I 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.

Cooperation and Collateral Work

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Laguna Niguel, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Inspector in the event of a delay in scheduling caused solely by this construction work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

RESOLUTION OF CONSTRUCTION CLAIMS/LIMITATIONS FOR CLAIMS/WAIVER OF CLAIMS

Effective January 1, 1991, Section 20104 *et seq.* of the California Public Contract Code prescribes a process of utilizing informal conferences, non-binding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.

“Public work” has the same meaning as in Section 3100 and 3106 of the Civil Code, . . .” (20104 (b) (1)).

“Claim” means a separate demand by the contractor for: A) a time extension, B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the

contract for a public work and payment of which is not otherwise entitled to, or C) an amount the payment of which is disputed by the local agency. (20401(b) (2)).

The following requirements apply to all contracts entered into after January 1, 1991, and all claims to which this section applies: (All references are to Section 20141.2 et seq.)

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b)
 - (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or 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 local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (c)
 - (1) For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond on writing to all written claims within 60 days of receipt of the claim, or 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 local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and

demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, 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.
- (b)
 - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, (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 under that chapter, also pay the attorney's fees on appeal of the other party.

20104/6

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

In addition to the above stated provisions regarding claims the following shall be incorporated into the claims process and shall apply to all Contractor claims.

1. The Contractor shall include the following Personal Certification on every claim:

“I, _____, being the _____ (must be an officer) of _____ (General Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and, further, that I am familiar with California Penal Section 12560, et seq, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.”

This shall be followed by a signature of the individual providing the personal certification.

2. The Contractor agrees that submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by Owner, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by Contractor.
3. Upon submitting a claim the Contractor shall immediately open all documents (books, contracts, logs, bid documents, etc.) for review and copying by the Agency and shall require the same of all sub-contractors. For each day that the Contractor or sub-contractor delays or fails to produce documents as requested by the Agency the Contractor shall be assessed liquidated damages of \$2000.00 per each calendar day.
4. A delay Claim (a written demand by the Contractor seeking time or compensation, or both, for delays to the project) must include documents supporting the delay claim, including but not limited to, evidence of all facts supporting the alleged claim and the current schedule showing the impact of the event or occurrence on the critical path.
5. Contractor must give written notice of a delay claim within five (5) days of event or occurrence giving rise to the delay claim, or Contractor waives its delay claim.
6. The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.
7. The Contractor shall have no basis for a delay claim unless the event or occurrence delays completion of project beyond the contractual completion date.
8. The Contractor shall have no basis for a delay claim unless the delay is to a critical activity while the activity is on the critical path.

9. The Agency may make changes to the work, or suspend the work and no matter how many changes, such changes or suspensions are within the contemplation of the parties and will not be a basis for a compensable delay claim.

Section 9204 of the Public Contract Code

The State Legislature enacted Chapter 810 of the Statutes of 2016 effective January 1, 2017, to add Section 9204 to the Public Contract Code to require that a specific claims and dispute resolution procedure be included in contracts to construct Public Works projects. To the extent there might be any conflicts between the provisions in Section 9204 and the provisions in the City's specifications herein, the provisions in Section 9204 shall prevail.

WAIVER OF ALL CLAIMS

At the completion of the project the Contractor shall execute and the Agency shall approve a "Final Closeout Agreement and Release of All Claims" concurrently with the final acceptance of the project and the filing of the Notice of Completion.

The "Final Closeout Agreement and Release of All Claims" shall be based on the final contract amount minus any damages.

The Agency, at its sole discretion, may insert a clause into the subject agreement limiting or restricting the Contractor and/or individuals from the company from bidding on any future projects with the Agency.

**CITY OF LAGUNA NIGUEL
FREEWAY PYLON IMPROVEMENTS PROJECT
CASH CONTRACT 16-12**

SPECIAL PROVISIONS

Introduction

These Special Provisions amend the Standard Specification as indicated and take precedence over the Standard Specifications.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the most recent edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, BNI Publications, Inc., 990 Park Center Drive, Suite 6, Vista, California, 92081, (760) 734-1113.

The said Standard Specifications will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, these General Specifications, Special Provisions, Technical Specification or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are call out.

References in the Special Provisions and Technical Specifications to Standard Plans shall mean the latest edition of the Standard Plans of the Orange County Environmental Management Agency, and where applicable, the State Department of Transportation. For reference, copies of Applicable Standard Plans for this project may be contained in the Appendix of these Specifications.

Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place, that only the best general price is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

PART I – GENERAL PROVISIONS

SECTION I – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS. (Applicable to the entire set of specifications)

Add or substitute the following:

- Agency - City of Laguna Niguel
- Board - City Council representing the City of Laguna Niguel
- Caltrans - California Department of Transportation
- City - City of Laguna Niguel
- City Attorney - Attorney for the City of Laguna Niguel
- County - County of Orange (OCPFR&D)
- Engineer - City Engineer or his Designee
- Federal - United States of America
- State - State of California

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

Replace with the following:

Within ten (10) working days after the date of the Notice of Intent to Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract
- Faithful Performance Bond
- Payment Bond
- Worker’s Compensation Insurance Certificate
- Guaranty
- Public Liability and Property Damage Insurance Certificate with Insurance Endorsements

Failure to comply with the above may result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the Agency until executed by the authorized Agency officials.

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

2-3 SUBCONTRACTS.

2-3.1 General. Add the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price, unless otherwise specified by the Agency. Any designation “Specialty Items” may be performed by subcontract and amount of any such “Specialty Items” so performed may be deducted from the Contract Price. These deductions occur before computing the amount required to be performed by the Contractor with its own organization. “Specialty Items” will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

Failure of the Contractor to meet the 50 percent requirement may result in rejection of the bid or termination of the contract, at the Agency’s discretion.

2-4 CONTRACT BONDS.

Add the following after the first paragraph:

Bonds shall be obtained from bonding companies with a Best’s rating of no less than A:V.

In the fourth paragraph, delete the second sentence and substitute the following:

The Faithful Performance Bond will not be released and shall remain in full force until one (1) year after said date to provide bonding for the one (1) year guarantee period.

2-5 PLANS AND SPECIFICATIONS

2-5.2 Precedence of the Contract Document.

Delete the second sentence of the first paragraph and substitute the following:

The order of precedence, from highest to lowest, shall be as follows:

- a) Permits issued by jurisdictional regulatory agencies.
- b) Change Orders and Supplemental Agreements; whichever occurs last.
- c) Contract/Agreement.
- d) Addenda.
- e) Bid/Proposal.

- f) Technical Specifications; if included.
- g) Special Provisions.
- h) Plans.
- i) Standard Plans.
- j) Standard Specifications.
- k) Reference Specifications.

2-5.2 Submittals. Add the following:

The following submittals (at minimum) shall be provided by the Contractor within 10 working days of the Notice to Proceed:

- a) Access, Construction Parking and Work Area Plan for the AT&T site
- b) Access, Construction Parking and Work Area Plan for the Allen Cadillac site
- c) Design plans, stamped by a licensed engineer, and submitted to the City's Building and Safety Division for approval and to obtain a no fee permit for the signs. Structural calculations will be necessary. The overall concept and configuration of the new signs are provided in Appendix III.
- d) A plan showing the deviations, additions and omissions from the Hunt Design Concept Plans.
- e) Confirmation of or corrections to the Freeway Pylon Installation Plans done by CNC Engineering

Please see Parts 2, 3 and 4 for other submittals.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. Delete the subsection and substitute the following:

The Contractor shall be responsible for locating, protecting and maintaining bench marks, monuments, control points, and project engineering reference points. The Contractor shall re-establish disturbed or destroyed items at Contractor's expense.

2-9.2 Survey Services. Delete the subsection and substitute the following:

The Contractor shall provide and be responsible for the accuracy of any surveying needed for construction. The Contractor shall provide surveying where necessary to ensure accurate construction of the work. Contractor shall provide the Engineer with the results of the survey before proceeding. The Contractor shall provide construction staking as necessary to ensure proper construction. Said surveying and staking shall be performed by a land surveyor licensed to perform said work in the State of California and shall be at the Contractor's expense.

SECTION 3 – CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.2 Contract Unit Prices

3-2.2.1 General. Add the following after the second paragraph:

The Contract Unit Price for an item of work constructed in conformance with the Plans and Specifications shall be applicable to any location or roadway within the Work site.

Differences in the quantities of the items of work bid in the bid proposal from those actually constructed or performed are expected and shall not be construed as a substantial change in the character of the project. The Agency shall make the final determination of the quantities to be constructed.

The Agency may make changes to the work, or suspend the work; and add or delete the locations, type, and extent of indicated on the plans, and no matter how many changes, such changes or suspension are within the contemplation of the parties and will not be a basis for a compensable delay claim.

Delete the third paragraph in its entirety.

3-3 EXTRA WORK.

3-3.2 Payment.

3-3.2.2 Basis for Establishing Costs.

3-3.2.2.3 Tool and Equipment Rental. Delete the second paragraph and replace with the following:

The “Rental Rate Blue Book” published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California, 95131, (408) 971-9000, shall be used to establish the current equipment rental rates. The basic hourly rental rate, using this publication, shall be the monthly rate divided by 176.

3-3.2.3 Markup.

3.3.2.3.1 Work by Contractor. Delete the subsection and substitute the following:

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

- 1) Labor30%
- 2) Materials15%
- 3) Equipment Rental.....15%
- 4) Other Items and Expenditures.....15%

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

The markups specified above shall be considered as including, but not be limited to, the Contractor’s labor costs for personnel not working directly on the “extra work”, including the

cost of any tools and equipment which they may use. Such costs shall not be reported a labor or equipment costs elsewhere except when they are actually used to physically construct the “extra work”. Labor costs shall in the case be reported for the labor classification corresponding to the type and nature of “extra work” performed.

3-3.2.3.2 Work by Subcontractor. Delete the subsection and substitute the following:

When all or any part of the “extra work” is performed by a Subcontractor, the markup established in 3-3.2.3 (a) shall be applied to the Subcontractor’s actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the “extra work” and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the “extra work” may be added by the Contractor.

The markups specified in Parts (a) and (b) above shall be considered as including, but not be limited to, the Subcontractor’s labor costs for personnel not working directly on the “extra work”, including the cost of any tools and equipment which they may use. Such costs shall not be reported a labor or equipment costs elsewhere except when they are actually used to physically construct the “extra work”. Labor costs shall in the case be reported for the labor classification corresponding to the type and nature of “extra work” performed.

SECTION 4 – CONTROL OF MATERIALS

4-1 Materials and Workmanship.

4-1.2 Protection of Work and Materials. Add the following:

The Contractor shall assume all risks and expenses, including the costs of any interferences, delays to its operations and the protection from, or the repair of, damage to improvements being constructed under the Contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of 6-6. The Contractor shall also assume full responsibility for, and the expense of, protecting or removing and returning to the site of the Work, all equipment or materials under its care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the Agency harmless from all claims or suits for damages arising from its operations in dewatering the Work and the control of water.

4-1.3 Inspection Requirements.

4-1.3.2 Inspection by the Agency. Add the following:

The Contractor and the Engineer shall confer prior to the start of work and review the Contractor’s schedule. The Engineer will designate those operations which will require continuous inspection by the Agency. Should the Contractor perform any operations requiring continuous inspection for more than eight (8) hours on any working day, or perform any work on a day other than a working day per 6-7.2, the Agency will deduct from any monies due to the Contractor in the amount of \$96.00 per hour per Inspector for each hour or portion thereof that

the Contractor performs such work. The Agency reserves the option to waive this stipulation if it is in its best interests.

4-1.6 Trade Names or Equals. Delete the last sentence of the second paragraph and substitute the following:

The Contractor shall submit data substantiating a request for a substitution of an “or equal” item within seven (7) calendar days from the date of the Bid Opening.

SECTION 5 – UTILITIES

5-1 LOCATION. Delete the first and second paragraph and add the following:

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours’ notice to the USA by calling 1-800-422-4133. The Contractor shall contact USA at least 48 hours before performing any excavation.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Southern California Gas Company
1919 South State College Boulevard
Anaheim, CA 92806-6114
Rick (Lenard) Upchurch, Office: (714) 634-3100
lupchurch@semprautilities.com
Dennis Curran, Office: (714) 634-7214
dcurran@semprautilities.com
2. AT&T
1265 N. Van Buren St., Room 180
Anaheim, CA 92807-1624
Valentina Gipson, Office: (714) 666-5667, Cell: (714) 264-7103
vk3921@att.com
3. Southern California Edison
14155 Bake Parkway
Irvine, CA 92618-1818
Aimee Foster, Office: (949) 587-5504, Cell: (949) 315-0391
aimee.foster@sce.com
Steve Werthmuller, Office: (949) 587-5404, Cell (949) 929-8833
4. Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, CA 92653
Matt Crowl, Office: (949) 425-3593, Cell: (949) 795-6759
mcrowl@mnwd.com

5. Cox Communications
3939 E. Coronado St., Room 2030
Anaheim, CA 92610-2825
Sina Muckenfuss, Office: (949) 546-2485
sina.muckenfuss@cox.com

6. San Diego Gas and Electric
662 Camino de los Mares
San Clemente, CA 92673-2827
Dolphus D'vante Davis, Office: (949) 369-4721, Cell: (949) 246-8511
dddavis@semprautilities.com

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (949) 634-3258 at least two (2) working days prior to the start of construction. The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of work. The Contractor shall coordinate with each utility company as to the extent or required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the Proposal Bid Sheet and no additional compensation will be allowed. Refer to Section 5 of the Special Provisions herein for other requirements.

No attempt has been made by the Agency to search all known substructure records in order to identify the location of utility substructures. Although the names and addresses of utility companies with suspected utilities in the location of work have been supplied, the Agency does not guarantee that all utilities are listed.

The Contractor shall notify all affected utility companies at least 48 hours in advance of excavating near or affecting any of their structures. When any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and shall include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

For the purposes of preparing a bid, the Contractor shall assume that every property parcel is served by each utility identified in the General Specifications. Prior to the start of work, the Contractor shall require the utility owners to locate, mark and provide an acceptable indication of the depth of the utilities which may be affected by the Contractor's operation.

Where applicable the Contractor shall determine the exact location of all existing utilities prior to commencing work. He agrees to be fully responsible for any and all damages which may be occasioned by his failure to exactly locate and preserve any and all underground utilities, whether shown on the site plans or not. In the event the Contractor encounters underground utilities not shown on the site plans, he shall verify the exact location of the utility and immediately notify the Inspector, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Inspector as to the extent, if any, of delays or additional costs resulting from said conflict.

5-4 RELOCATION. Delete the fourth paragraph and substitute the following:

The alteration or temporary relocation of all service connections (including but not limited to: water irrigation water, sewer, natural or manufactured gas, underground and/or overhead telephone and electrical) to adjacent property shall be the responsibility of the Contractor. The Contractor shall restore the service connections as soon as possible after any disruption in service. No attempt has been made to list all utility owners involved in this contract. The Contractor shall make all arrangements with the utility owners regarding such work. The cost for such work on service connections, shall be absorbed in the unit prices bid for the various contract items.

Service connections which do not interfere with any permanent works shall be maintained in place by Contractor.

5-6 COOPERATION. Add the following:

Contractor shall maintain access to all businesses and all sections of Allen Cadillac dealership and the AT&T site located outside the project construction area at all times during project operations.

Contractor shall provide notification of work at the above locations least five (5) days in advance of the work to the following individuals at AT&T site and Allen Cadillac:

Pacific Bell Telephone Company/ AT&T
27410 Camino Capistrano, Room 100A
Laguna Niguel, CA 92677
Mike Quirarte
Mobile: (714) 350-1191
mq1818@att.com

Allen Family Automotive Group / Allen Cadillac
28332 Camino Capistrano
Laguna Niguel, CA 92677
Mary Smith
Office: (949) 485-3700
Fax: (949) 364-0110
msmith@allenaautos.com

Full compensation for conforming to this article shall be considered as included in the various contract items of work involved, and no additional compensation will be allowed therefor.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

Replace with the following:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

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

6-2 PROSECUTION OF WORK.

6-2.1 General. Add the following after the last paragraph:

At all times the Contractor shall be present at the jobsite and shall provide full supervision of the work, unless work in progress is that of a Subcontractor only, in which case, Contractor or Subcontractor's Supervisor shall be present at jobsite to provide full supervision of his work.

Add the following subsections after the last paragraph:

6-2.2 Work by Others Due to Unsatisfactory Work Prosecution.

If, as determined by the Engineer, the Contractor is not prosecuting the Work in a satisfactory manner or is not providing for public safety, traffic and protection of the Work, the Engineer will notify the Contractor of such unsatisfactory conditions and will indicate the date and time when corrective work must be completed. If the Contractor fails to comply, the Agency may elect to do the Work or have the Work performed by others and deduct the cost thereof from any monies due the Contractor. Such action will not relieve the Contractor from liability.

6-2.3 Saturday, Sunday, Holiday and Overtime Work.

No work shall be done on Saturdays, Sundays, or holidays recognized by the Board Agency and no work shall be performed outside of normal working hours without prior approval of the Engineer, unless otherwise specified. In any event, all such work shall be subject to the prior approval of the Engineer. Prior to the start of such work, the Contractor shall arrange with the Engineer for the continuous or periodic inspection of Work and tests of material, when necessary. If such a request is made by the Contractor to work overtime, nights, Saturdays, Sundays or holidays, and such a request is granted, the Contractor shall bear all of the extra expense to the Agency for inspection, material testing, and other incidental expenses incurred by

such overtime work. If the Contractor is requested, in the interests of the Agency, to work overtime by the Agency, or if overtime work is specifically required by the Specifications, all of the extra expense of inspection, material testing, and other incidental expenses will be paid by the Agency. Should the Contractor find it necessary in order to complete the Work according to its schedule to perform certain operations on Saturdays, Sundays, holidays or overtime, the costs of these operations shall be considered as being included in the Contract Price and shall not constitute a basis for additional payment.

The Agency reserves the right to direct the Contractor to perform work outside of normal working hours in order to avoid inconvenience to the public or to perform special operations that, in the judgment of the Agency, best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the Agency elects to request work outside of normal working hours, the Contractor shall make all arrangements to supply an adequate work force for the task to be accomplished. The Agency will compensate the Contractor for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid, in accordance with 3-2.2.2. The Contractor shall submit copies of its payrolls to the Engineer indicating the premium portion of wages actually paid. The Agency will issue a change order to reimburse the Contractor for the Contractor's actual costs for the premium portion of the wages only.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.3 Payment for Delays to Contractor. Replace with the following:

The Contractor may be compensated for damages incurred due to delays for which the Agency is responsible subject to the conditions and limitations below. Any such actual costs will be determined by the Engineer. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer. The Agency will not be liable for Contractor overhead costs or for any expenses or costs incurred which are not directly attributable to this project.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection herewith.

The Contractor shall have no basis for a delay claim unless the event or occurrence delays completion of project beyond the contractual completion date.

The Contractor shall have no basis for a delay claim unless the delay is to a critical activity while the activity is on the critical path.

The Agency may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and Agency and will not be a basis for a compensable delay claim.

6-6.4 Written Notice and Report. Replace with the following:

If the Contractor desires payment (or payment and an extension of time) for a delay as specified in 6-6.3, it shall file with the Agency a written request and report of cause within five (5) days of event or occurrence giving rise to the delay claim and at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified shall constitute a waiver of all claims herewith.

If the Contractor desires only an extension of time, it shall file with the Agency a written request and report of cause within thirty (30) days after the beginning of the delay. The request for extension must also be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Agency to consider such request.

A written request and report of cause by a Contractor seeking time or compensation, or both, for delays to the project must include documents supporting the delay claim, including but not limited to, evidence of all facts supporting the alleged claim and the current schedule showing impact of the event or occurrence on the critical path.

6-7 TIME OF COMPLETION.

6-7.1 General. Add the following:

The time for completion shall be as set forth in the Notice Inviting Sealed Bids.

6-7.2 Not Used. Replace with the following subsection:

6-7.2 Working Day. Not used. Replace with the following subsection

6-7.2 Working Day. Add the following to subheadings 5) and 6) . . . and the following:

- (a) Inclement weather or conditions resulting immediately therefrom.
- (b) Installation, relocation and/or alteration of public and/or private utilities by others.

Add the following:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays. City observed holidays during the anticipated duration of construction of this project are Memorial Day (5/29), Fourth of July, Labor Day (9/4), Veterans Day (11/10), Thanksgiving Day (11/23) and the day after, Christmas (12/25) and the day after. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead and travel time. The service fees will be deducted from any amounts due the Contractor.

Construction activities during Agency Special Events may be restricted by Agency to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by the Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed as included in the various items of work shown on the bid sheet and no additional compensation will be allowed.

6-9 LIQUIDATED DAMAGES. Add the following:

In each of the two paragraphs above, substitute "\$2,000" in place of "\$250" as the amount of liquidated damages per each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR’S EQUIPMENT AND FACILITIES.

7-1.1 General. Add the following:

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

7-2 LABOR.

7-2.1 General. Add the following:

The Contractor, and all Subcontractors, Suppliers and Vendors shall comply with applicable Agency, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the jobsite for all equal employment opportunity compliance officers.

7-3 INSURANCE. Replace the entire Subsections with the following:

7-3.1 Insurance Requirements.

Bidder’s attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The Contractor shall indemnify and save harmless the Agencies, City Council, groups, committees, guards, employees, servants, consultants representing the Agency, the State of California, the County of Orange and/or any incorporated city from all claims or suits for

damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 “Contractor’s Liability.”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor’s bid for various items of work.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers’ Compensation and Employers Liability: Workers’ compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions.

Any deductibles of self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain on the Agency supplied form, the following provisions:

1. General Liability and Automobile Liability Coverages.

- a. Include the City of Laguna Niguel. “The insurer agrees that the City of Laguna Niguel and its City Council and/or all City Council appointed groups, committees, boards and any other City Council appointed body and/or elective and appointive officers, servants, employees, or consultants of the Agency, when acting as such, are additional insured hereunder for the acts of the insured, and such insurance shall be primary to any insurance of the Agency.”
- b. Indemnify and save harmless the City of Laguna Niguel against any and all claims or suits resulting from the undertaking specified in the contract known as Citywide Pavement Repair Project, Cash Contract No. 16-01. This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense.
- c. Not be suspended, voided, canceled by either party, reduced in coverage or in limits or have a change in insurance company except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency. Any failure to comply with reporting provisions of the policy(ies) shall not affect coverage provided to the City of Laguna Niguel as enumerated in this endorsement.
- d. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Laguna Niguel as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
- e. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Workers’ Compensation and Employers Liability Coverage.

The Insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees, volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits

or have a change in insurance company except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with Best's rating of no less than A:V.

F. Verification of Coverage.

Contractor shall furnish the Agency with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Agency. Where by statute the Agency's workers' compensation-related forms cannot be used equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Agency within the time limits contained in the specifications. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Contractor agrees to protect, defend and indemnify the Agencies against loss, damage or expense by reason of any suit claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor, or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The Agencies, the Board or the Engineer shall not be answerable or accountable in any manner 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 to any person or persons, either workmen or the public; or for damage to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor, having control over such work, must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or any time before its completion and final acceptance, and shall indemnify and save harmless the Agency, the Board and the Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the work or in consequence of any negligence in guarding the same, in improper

materials used in its construction, by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Agency may be retained by the Agency until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at the time during the life of the Contract, the Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any monies due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

From time to time, during the period of this contract, the Agency may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of \$500.00 or less. These claims may be resolved informally by Agency, within Agency's discretion, and charged back against Contractor by funds held in retention to meet these claims. The Agency will appoint a Claims Administrator who will act on behalf of the Agency and Contractor. The Administrator will recommend to Agency the resolution of any claim. The Claim Administrator's recommendation for payment shall be paid by Contractor within thirty (30) days of the date of the recommendation. If Contractor fails to make payment to claimant within thirty (30) days of the Administrator's decision, the Agency may make payment to the claimant and withhold, as retention, sufficient funds to reimburse Agency upon completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten (10) days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of the claim.

7-4 WORKERS' COMPENSATION INSURANCE. Add the following:

Should evidence of the renewal or replacement of the policy not be filed with the Agency prior to the expiration or cancellation date, the Agency will stop all work on the Project and no further work shall be done until new insurance coverage has been obtained by the Contractor. Such stop order shall not be a cause for a time extension to the Contract duration.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Add the following:

Before the start of any work, the Contractor shall provide the Inspector with at least one (1) telephone number where the Contractor's Representative or alternate may be reached 24 hours a day.

7-7 COOPERATION AND COLLATERAL WORK. Add the following:

On storm drain, water line, and sewer line construction projects, the Contractor shall be responsible for the relocation, reconstruction, or modification of traffic control, police and fire signal installations, safety lighting, and street lighting. If no items of work are provided therefor,

all costs for such work shall be considered as included in the prices bid for the various items of work provided the utilities are shown on the Plans.

When the Plans or Specifications indicate that a portion of all of the above work is to be performed by others, the Contractor shall notify the Engineer a sufficient amount of time in advance of construction to enable the Engineer to give the affected agency 72 hours notice to perform the work. This shall also apply to all other facilities of a similar nature which are located in public reconstructed, or modified to permit or facilitate the construction of the Project. Such relocation, reconstruction, or modification will be requested when, in the opinion of the Engineer, such work is necessary for construction of the Project. This work will be performed at no cost to the Contractor. However, relocation, reconstruction, or modification of the above-mentioned facilities performed for the convenience of the Contractor, or because of damage caused by the Contractor's operations, shall be at the Contractor's expense.

7-8 WORK SITE MAINTENANCE.

7-8.1 General. Delete the second paragraph and substitute the following:

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably cleaned wherever construction, including restoration, is incomplete, and at the completion of all work.

7-8.4 Storage of Equipment and Materials

7-8.4.2 Storage in Public Street. Replace the entire Subsection with the following:

Construction materials not installed or used in construction at the end of each day shall not be stored in street, roads, highways, or private drive aisles overnight unless otherwise specified in the Special Provisions or approved by the Engineer. Construction equipment not installed or used in construction within 3 days after unloading shall not be stored in street, roads, highways, or private drive aisles overnight unless otherwise specified in the Special Provisions or approved by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in street, roads, highways, or private drive aisles overnight unless otherwise specified in the Special Provisions or approved by the Engineer. Immediately after placing backfill, all excess material shall be removed.

Off-site storage arrangements may be acceptable to the Agency. Such off-site storage arrangements shall be presented in writing to the Engineer at least 48 hours in advance of such storage, and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to the Engineer. The cost of such storage shall be paid for by the Contractor.

Add the following Subsection:

7-8.7 Drainage Control.

It is anticipated that storm, surface or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly; and the Contractor submitting a bid assumes all said risk.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against a wall for a period of 28 days. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the requirements of the State Regional Water Quality Control Board, the National Pollution Discharge Elimination System, the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3. Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Add the following after the second paragraph:

The Contractor shall be responsible for the following:

1. Protect existing buildings, paving, landscaping, and other services or facilities on-site and adjacent to the site from damage caused by site work operations and access to the site. Cost of repair and restoration of damaged items shall be at the Contractor's expense.

1. Protect and maintain streetlights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal. Provide for temporary relocation when required to maintain facilities and services in operation during construction work.

7-10 PUBLIC CONVENIENCE AND SAFETY. Add the following:

7-10.1 Access.

7-10.1.1 General. The Contractor's operations shall cause no unnecessary inconvenience to the public or businesses in the vicinity of the Work. The Contractor shall have no greater length of quantity of Work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged in adjacent or related work.

The Contractor shall provide continuous and unobstructed access to the adjacent properties unless otherwise specified in the Special Provisions or approved by Engineer. Work requiring traffic lane closures shall only be performed between the hours specified in the Special Provisions or shown on the traffic control plan. Traffic shall be permitted to pass through the Work site, unless otherwise specified in the Special Provisions or shown on the traffic control plan.

7-10.1.1.1 Vehicular Access.

Vehicular access to all driveways and private drive aisles shall be maintained except when necessary construction precludes such access. If backfill has been completed to the extent that safe access may be provided and the street or drive aisle is opened to local traffic, the Contractor shall immediately clear the street, private drive aisle and driveways and provide and maintain access.

Prior to restricting normal access to or on private properties, the Contractor shall provide notification as required in these special provisions. In no case shall access to private property be restricted longer than 8 hours unless otherwise approved by the Engineer. Traffic shall not be disrupted for more than 2 days on any street or private drive aisle without approval of the Engineer.

During construction, the Contractor shall not on any day, restrict parking on more streets than there is adjacent street parking within a reasonable walking distance, for residents of streets which parking on their street is being restricted.

7-10.2 Work Area Traffic Control.

7-10.2.1. General.

At least 48 hours in advance of closing, or partially closing, or reopening, any street, alley, other public thoroughfare, or private drive aisle, the Contractor shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Proposed deviations from this procedure must first be approved in writing by the Engineer.

Traffic shall be directed through the project with warning signs, delineators, flag persons, and advanced warning devices in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work. The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the private drive aisle is under construction and of any dangerous conditions to be encountered as a result

thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers," by the State of California, Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at its expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as required, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor, at its expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

All costs involved in complying with the requirements of Subsection 7-10.2.1 shall be considered as included in the prices bid for the various items of work and no additional compensation will be allowed.

7-10.2.1.1 Notices to Residents and Businesses.

When closing, partially closing or reopening any street, alley, other public thoroughfare, or private drive aisle, the Contractor shall distribute advisory notices to each residence and business which will be affected by any street closure or restriction to access. The Contractor shall submit an Access, Construction Parking and Work Area Plan for both sites within ten (10) working days of the Notice to Proceed to the Public Works Department for their review and approval and the approval of the two (2) business owners.

In the event of delay in any phase of work, whether beyond the control of the Contractor or not, if the work will be performed within 72 hours, the Contractor shall notify all affected property owners as to the extent of the delay and the revised date and time the work will be performed.

In the event of delay in any phase of work, whether beyond the control of the Contractor or not, if the work will not be performed within 72 hours, the Contractor shall re-schedule the work and re-notify all affected property owners at least 48 hours in advance of the start of each phase of work, and shall include a description of the specific work to be performed and the date and time the work will be performed.

The Contractor shall submit a copy of all notices to the Engineer for review and approval prior to distributing them to residences and businesses.

It shall be the responsibility of the Contractor to ensure that notices are provided for each phase of work, regardless of the work being performed by the Contractor or a Sub-Contractor.

All costs involved in complying with the requirements of Subsection 7-10.2.1.1 shall be considered as included in the prices bid for the various items of work and no additional compensation will be allowed.

7-10.2.1.2 Posting of "Tow Away No Parking" Signs.

When closing, partially closing or reopening any street, alley, other public thoroughfare, or private drive aisle, the Contractor shall be required to post and subsequently remove temporary "Tow Away No Parking" signs along the streets for each phase of work in Subsection 7-10.2.1.1, no less than 48 hour prior to start of work on each phase. The signs will be furnished by the City and shall be placed only on Contractor supplied barricades. The signs shall be placed no more than 250 feet apart on each side of the alleys, streets and parking areas, and at shorter intervals if conditions warrant. The Contractor shall fill in the day, date and time for the schedule work. When these signs are removed by wind or vandals before the reopening of the street, or the work is re-scheduled whether beyond the control of the Contractor or not, the Contractor shall re-post them.

It shall be the responsibility of the Contractor to ensure that signs are posted for each phase of work, regardless of the work being performed by the Contractor or a Sub-Contractor.

All costs involved in complying with the requirements of Subsection 7-10.2.1.2 shall be considered as included in the prices bid for the various items of work and no additional compensation will be allowed.

7-10.4 Safety.

7-10.4.1 Safety Orders. Add the following paragraph:

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five (5) feet or more in depth and into which a person is required to descent.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

In accordance with Section 7104 of the Public Contract code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- (a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- (b) That the public entity 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.
- (c) That, in the event that a dispute arises between the public entity 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.

7-10.4.5 Protective and Security Fencing. Add the following subsection:

Fencing or steel plate covers shall be installed in advance of or concurrently with excavation operations in accordance with LACDPW Standard Plan 6008. Plate bridging details shall be in accordance with the Work Area Traffic Control Handbook (WATCH) as endorsed by the American Public Works Association, Southern California Chapter. This publication is available from BNI Building News, Inc. Phone No. (800) 873-6397. Fencing shall completely enclose all open excavations and shall remain in place until backfill has been placed to approximately adjacent ground level. Fencing may be removed during working hours as necessary to provide access and working room for construction operations. It shall be Contractor's responsibility to provide equivalent security during these periods. Fencing shall be of either Type 1 or 2 as defined below or a combination thereof as approved by the Engineer and shall be securely fastened together. However, adjacent to any school or park, fencing shall be Type 2.

Type 1 fencing shall be in accordance with LACDPW Standard Plan 6002. Type 2 fencing shall be 11 gauge, 50mm (2-inch) mesh, 1.5m (5-foot) chain link fabric securely fastened to metal posts driven in place at 3.0m (10-foot) maximum spacing and

extending at least 1.5m (5-feet) above ground, or securely fastened to the shoring system if in the opinion of the Engineer this method will provide equivalent security to the method of driven posts.

All cost for temporary fencing and/or plating shall be considered as included in the prices bid for the various items of work.

7-15 PAYROLL RECORDS.

Certified Payroll Records for the Contractor and Subcontractors shall be submitted to the Agency on approved forms by the tenth (10th) day of each month. Progress payments may be withheld pending receipt of any outstanding records. The Agency may conduct interviews with workers to verify compliance with applicable labor laws and wage requirements, suspected irregularities and discrepancies will be reported to the appropriate labor compliance agencies for review and enforcement.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment. Add the following after the second paragraph:

Progress payments may be withheld pending receipt of certified payrolls or periodic construction schedules and for other reasons as noted in the General Specifications. Prior to releasing a progress payment, the Agency may require the Contractor to provide Subcontractor releases indicating that the Contractor has paid the Subcontractors for completed work, for which the Contractor has been paid. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

9-3.3 Delivered Materials. Replace with the following:

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

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General.

Delete the first paragraph and replace with the following:

Materials for use as untreated base or subbase shall be classified as Crushed Aggregate Base per Section 200-2.2.

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 Requirements.

201-1.1.1 General. Delete the last sentence in the first paragraph and replace with the following:

Concrete shall be specified by Class only.

201-1.1.2 Concrete Specified by Class and Alternate Class. Delete the last paragraph and add the following:

The concrete Class shall be 560-C-4500 or 560-C-4500P for structures and 560-C-3250 or 560-C-3250P for pavement with a maximum 4-inch slump. Use “B” aggregate gradation when placing conditions permit.

201-1.2 Materials.

201-1.2.1 Portland Cement. Add the following:

1. Cement shall be Type V.

201-1.1.4 Test for Portland Cement Concrete. Add the following:

1. All concrete shall be 4,500 psi for structures and 3250 psi for pavement with Type V cement.
2. All material shall comply with Orange County Standards (OCPW), American Concrete Institute (Act I) and Uniform Building Code.
3. Product Data:

- a. Submit complete materials list of items proposed for the work. Identify materials source.
- b. Submit admixture, curing compound, retarder, and accessory item product data.
- c. Submit material certificates for aggregates, reinforcing, and joint fillers.
4. Submit concrete delivery tickets. Show the following:
 - a. Batch number
 - b. Mix by class or sack content with maximum size aggregate
 - c. Admixture
 - d. Air content
 - e. Slump
 - f. Time of loading
5. Submit concrete test reports.
6. Provide field quality control testing and inspection during concrete operations.
7. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.
8. Testing:
 - a. Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
 - b. Provide air indicator tests and air meter tests for all air-entrained concrete.
 - i. Perform air indicator test with a “Chase” AE 35 or equal air indicator, and air meter test in accordance with ASTM C231 or C173. Test first load of concrete delivered each day.
 - ii. Furnish copies of field records and test reports as listed for strength tests.

201-1.4 Mixing.

201-1.4.3 Transit Mixers. Add the following:

Mixes:

- a. Provide ASTM C94 ready-mixed concrete. Batch mixing at the jobsite is not acceptable.
 1. Strength: 4,500 psi minimum at 28 days for structures and 3,250 psi minimum at 28 days for pavement.
 2. Slump Range: 2" to 4" maximum
- b. Provide an approved water-reducing admixture in all concrete.
- c. Provide an air-entraining admixture in all concrete. Air content 5% to 7%.
- d. Indicate water added to mix at jobsite on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

201-2 STEEL REINFORCEMENT FOR CONCRETE

201-2.2.1 Reinforcing Steel. Add the following paragraph immediately after the first paragraph:

All steel, except longitudinal steel, and if necessary, shall be Grade 60 billet steel conforming to ASTM A-615. All reinforcing steel in the sign foundation shall be galvanized.

Submit three copies of all pertinent information about the fabrication and galvanizing of the reinforcing steel in the sign foundation.

SECTION 211 – SOILS AND AGGREGATE TESTS

211-2 COMPACTION TESTS

211-2.1 Laboratory Maximum Density. Replace with the following:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

211-2.2 Field Density. Add the following paragraph:

Field density tests will be made by the City's Soils Engineer during the course of construction at the expense of the City. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified

density is obtained. Re-test of areas which have failed compaction will be performed as necessary at the expense of the Contractor.

SECTION 211 – MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density. Replace with the following:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 3 of ASTM D1557.

211-1.2 Field Density. Add the following paragraph:

Field density tests will be made by the City's Soils Engineer during the course of construction at the expense of the City. If field density tests indicate that any portion of the compacted subgrade, aggregate base or asphalt pavement has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed as necessary at the expense of the Contractor.

PART 3 – CONSTRUCTION METHODS

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

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. Add the following paragraphs after the first paragraph:

The relative compaction requirements specified above shall apply unless higher relative compaction values are required in the Plans or Technical Specifications. The higher value shall apply to the subgrade.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.7.3 Bending Reinforcement Add the following:

Bars shall not be bent after being galvanized.

PART 4 – FREEWAY PYLON SIGNS

SECTION 10440 - SIGNAGE

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. New signage and graphics elements throughout project as shown and located on the Construction Documents.
- B. The construction documents to bid, fabricate and install signage and graphic elements for this project consist of:
 - 1. Part 1
 - Signage Specifications:
 - The Specifications state the technical description of minimum quality and performance required of signage and graphic elements.
 - 2. Part 2
 - Signage Location Plan and Design Drawings:
 - Location Plan, site grading, paving, electrical improvements and foundation plans are on full size project plans.
 - Conceptual Design Drawings for signage and graphic elements are included on 11" x 17" bond drawings in Appendix III.
 - The conceptual Design Drawings show design intent, visual details and typical mounting conditions for signage and graphic elements.

1.2 SUBMITTALS

Provide the following submittals:

A. Shop Drawings

- 1. Provide three copies (electronic preferred) of shop drawings, engineering calculations and all pertinent information for each sign type in the Design Drawings for review and written approval prior to fabrication. Provide one hard copy set of all items reviewed to City.
- 2. Shop Drawings definition: Original shop instruction drawing on vendor's title block showing exactly how the sign will be made: exact materials; techniques; processes; dimensions; internal structure; lighting fixtures; ballast and wiring; welds; connections; fasteners; mounting details; access panels, trade coordination comments and other construction pertinent information for the manufacture and installation of all signage. Shop drawings showing structure shall be structurally calculated, showing total weight, wind load and overturn moment. All drawings shall be "wet" stamped and signed by a State licensed Structural Engineer. Shop

drawings showing electrical shall be “wet” stamped and signed by a State licensed Electrical Engineer

3. These drawings will, once accepted, be signed as reviewed and will become the documents from which the signs are fabricated. Note: All rejected shop drawings must be revised and resubmitted within ten (10) working days to the City until approval is obtained.
4. Vendor requests to substitute alternate materials or techniques other than those noted on drawings or in these specifications shall be noted on the shop drawings.

B. Calculations

1. Prior to fabrication, provide engineer stamped calculations for all foundations, lifting eyes and other components that effect the structural design.

C. Patterns

1. Provide three (3) half size, paper pattern for all signs with painted, curved, cutout, fabricated, routed or sandblasted letters, characters, forms or other as noted on drawings for review and approval. Identify each pattern with the sign number to which the pattern applies.
2. Pattern definition: Full size exact outline on white paper of each letter, word, character, or form. Include outline of sign panel. Make outlines dark enough for long distance viewing.
3. These patterns, once accepted, will become the patterns or templates for shop fabrication. Retain all original annotated patterns reviewed during pattern submittal process. Retain final approved/stamped pattern for use and review at installation.
4. HDA to provide digital files in Adobe illustrator CC 2014 Encapsulated Postscript (.eps) format for sign contractor to use in producing patterns.

D. Colors and Material Samples

1. Submit samples for review and approval. Identify each sample with the sign type number to which the sample applies.
 - a. Paint samples, 6" x 6", on actual specified materials to match color, texture and finish.
 - b. Each type exposed metal used for major elements of work with respective finish.
 - c. Each type plastic (acrylic, polycarbonate, PVC) used for major elements of work with respective finish.
 - d. Each type stone used for major elements of work.
 - e. Each type adhesive plastic film, including die-cut designs.

- f. Decorative hardware, including bolt heads, nail heads, screw heads, rivets and similar exposed items.
- E. Compile and maintain a listing of all paint colors with the factory batch number and formulation code for all paints and coatings. For custom semi-opaque and/or “wash” type finishes, provide specific mix ”reduced” formulations. Submit the list to the City for future maintenance reference.
 - 1. Three (3) copies of Manufacturer's Certificates of Material Standards to meet all Code and Ordinance Requirements.
- F. Artwork:
 - 1. Sign Contractor to provide all sign type artwork, including films, typesetting, graphic images. Contractor artwork to be generated based on samples of template electronic art files provided as guides for actual production art. Hunt Design to provide full-size electronic art file templates only.

1.3 PROTOTYPES

- A. Mock-Ups: mock-ups shall be prepared by the Contractor as specified in these Specifications to test scale, color, appearance, legibility and/or aesthetic aspects of sign elements and are to be made of materials that simulate final construction materials and finishes.

1.4 QUALITY ASSURANCE

A. Design Criteria

- 1. Structural design: Details on drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations, nor do they necessarily consider the preferred shop practices of the individual sign fabricators. Therefore, it shall be the responsibility of the fabricator to perform the complete structural design of the signs and to incorporate all the safety features necessary to adequately support the sign for its intended use and purpose and to protect the City. Designs, which meet or exceed industry and code standard engineering practices, will be required. The sign fabricator shall submit engineer stamped calculations for foundations, lifting eyes and other sign components that affect the structural design. These shall be submitted to Hunt Design for information only.
 - a. Include foundations when part of the signage and graphics work.
 - b. When required because of size or weight of sign, provide lifting eyes. Lifting eyes shall be removable or visually inconspicuous in the finished work.
 - c. Include support backing and connection to existing support structure or mounting surface.

2. Fabrication and installation design: Unless otherwise directed by City, design to withstand severe guest abuse and souvenir theft vandalism, but not less than equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force for approximately 10 minutes.
3. Electrical design: It shall be the responsibility of the sign fabricator to perform the complete electrical design for illuminated signs. Major illuminated signs shall be designed by an electrical engineer and shall be UL approved.
 - a. Provide lighting medium indicated on drawings.
 - b. Provide all structural and electrical design data to Hunt Design for review prior to fabrication.
 - c. Position illuminating elements within internally lighted signs or externally illuminated signs at such spacing as will assure uniform light distribution across the portion of the sign faces intended to be illuminated. Sign faces, which exhibit “hot spots”, will be unacceptable unless such hot spots are intended to be integral design features of the signs.
 - d. Provide access panel for all internally illuminated cabinets. Make access flush with adjacent surface, panels tight-fitting, lightproof and waterproof. Show access panel location on shop drawing. Access panels to be in an accessible location, out of sight.
 - e. Provide disconnect switches for all illuminated signs in accordance with electrical code requirements. Locate disconnect and on/off switches in an accessible location, out of sight.
 - f. Provide dimmer switches and timer for all neon illuminated signs. Locate dimmer switch in an accessible location, out of sight.
 - g. For housing remote electrical components: Provide waterproof box to hide all electrical components. Box to have flush access panel for servicing. Mount box in a minimally visible way. Color and/or finish to match existing adjacent mounting surface.
 - h. Verify location of power provided by others prior to sign fabrication.
4. Interpretation of Plans and Specifications:
 - a. The City will interpret the meaning of any part of the Plans and Specifications about which any misunderstanding may arise and the City’s decision will be final. Should there appear to be any error or discrepancy in or between the Plans and Specifications, the Contractor shall refer the matter to the City for adjustment and incorporation into shop drawings submittal before proceeding with the work. Should the Contractor proceed with the work without so referring the matter, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to so refer.
 - b. Comply with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over this work.
 - c. Preparation:
 - i. Protect exposed finish surfaces of hanging items from damage resulting from fabricated hanging/support assemblies.

- ii. Prepare hanging items to receive proper attachments in accord with Contract Drawings and approved submittals. Install work in accord with approved shop drawings, patterns and color/material submittals.

1.5 MAINTENANCE – MATERIALS AND DOCUMENTATION

- A. Upon completion of work, Contractor is to provide written documentation outlining proper care and maintenance for all graphic materials, colors, finishes and hardware. Touch-up paint: Provide City with one 1/2 pint can of touch-up paint (including clear coat finish) of each type and color used in Work.
- B. Provide warranty as follows:
 1. Warrant all work against failure because of faulty materials, workmanship, and design for a period of one year from date of acceptance by the City.
 2. Fading, cracking, warping, peeling, delaminating, rusting, corroding and structural failure, including distortion by whatever cause, shall be construed to mean failure because of faulty materials and workmanship.
 3. Failures during the warranty period shall be repaired or replaced to the satisfaction of, and without any cost to the City.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The work as herein identified, requires the manufacture and/or purchase of; and delivery, installation and/or application of: Signage and Environmental Graphics as part of this Laguna Niguel Freeway Pylon Signage Program.

2.2 MATERIALS – METALS

A. Steel (exterior):

1. Exposed, painted locations and bending/formed uses: Stretcher-leveled, electrolytic zinc-coated, sheet steel, with phosphate or other specialty treatment for maximum paint adherence, ASTM A591, commercial or drawing quality, Coating Class C.
2. Concealed, unpainted locations and flat/unformed uses: Galvanized sheet steel, ASTM A653, commercial quality, with G90 coating.
3. Steel shapes: ASTM A36, A53, A500, A501 hot-rolled or cold rolled shapes, plates and tubes in sizes indicated on Design Drawings.

B. Aluminum (exterior):

1. Sheet Aluminum ASTM B209: Provide alloy and temper consistent with specific fabrication and finishing processes.
2. Extruded aluminum: Provide alloy and temper consistent with specific fabrication and finishing processes.

3. Bars, rod, wire and shapes: ASTM B221
4. Pipe and tubing: Seamless, minimum Schedule 40 or equivalent wall thickness
 - a. Non-structural: ASTM B210 and ASTM B241.

2.3 MATERIALS – PLASTICS

A. Acrylic (exterior):

1. Made with methacrylate polymers, as manufactured by:
 - a. AtoHaas (Rohm & Haas)
 - b. Acrylite
 - c. Or equal.
2. Provide tubing, solid sheet, laminated sheet, or cast acrylic in size, thickness, clarity, opacity, texture, and color required for work.
3. Provide ultra-violet resistant type, where exposed to sunlight.

B. Polycarbonate (exterior):

1. Sheet: Provide with scratch and ultra-violet resistant coating.
 - a. AtoHaas (Rohn & Haas)
 - b. Lexan by General Electric.
 - c. Or equal.
2. Film: 0.015 in. thick Lexan by General Electric or equal.
 - a. Provide with 925 chemical and mar-resistant coating.
 - b. Provide with matte (specular gloss value of 30 in accord with ASTM D523) finish.
 - c. AtoHaas (Rohn & Haas)
 - d. Lexan by General Electric.
 - e. Or equal.
3. Lexan by General Electric.
 - a. AtoHaas (Rohn & Haas)
 - b. Lexan by General Electric.
 - c. Or equal.
4. Acrylic/PVC: High impact acrylic polyvinylchloride thermoplastic sheet. Color shall be integral throughout the material and shall be of thickness and color(s) consistent with the type of item to be represented. Provide flame-retardant formulations for all use conditions and ultraviolet-resistant formulations where exposed to sunlight.
 - a. Kydex as by Kleerdex Co.
 - b. Crylex as by Atlas Plastics Corp.
 - c. Or equal.

2.4 MATERIALS – SCREEN PRINTING (exterior):

A. Opaque Inks:

1. Provide opaque ink as manufactured by:
 - a. Matthews Paint Company
 - b. 3M Products, Inc.
 - c. Or equal.
2. Opaque inks: Multi-component, catalyzed, thermosetting, ultraviolet-curing, or similar high performance, chemical-resistant, colorfast screening inks. Provide specific types/versions suited for specific/intended applications as recommended by screening ink manufacturer (e.g., ultraviolet-resistant for exterior applications, flexible for fabric and similar soft substrates).

B. Transparent inks: As manufactured by 3M or equal.

C. Screen material for screen printing process:

1. Stainless steel, nylon or polyester with 250 lines per inch, or finer.
2. Use 16 XX screen for printing on cloth fabric.
3. Screen Printing for 3M retroreflective sheeting Series 3970:
 - a. 3M Ink Series 880 (no known equal)
 - b. Series 880 process colors can be screen processed at 60-100 F at relative humidity of 20-50%. Use of PE 157 screen mesh with a fill pass.

2.5 MATERIALS – ADHESIVE FILM (exterior):

- A. Vinyl die-cut: Precision-cut, pre-spaced, computer-generated, pressure-sensitive type by 3M or equal.
- B. Decalomania (decal): Pressure sensitive adhesive type by 3M, or equal.
- C. Sheet reflective materials: Pressure-sensitive or heat-activated adhesive backed, reflective plastic sheet.
 1. Roadway and retroreflective signs: Provide 3M 3430 EGP Reflective Sheeting

2.6 MATERIALS – CONCRETE (exterior):

- A. Formwork: Provide materials in accord with reference standard ACI 347.
- B. Reinforcement: Provide concrete reinforcement in accord with reference standard CRSI.
- C. Concrete: Provide concrete in accord with reference standard ASTM C94.
 1. Mix proportions: As required to produce 28-day compressive strength of not less than 3,000 psi.
- D. Grout: Non-shrink, high-strength, non-metallic hydraulic anchoring cement.

- E. Waste molds: Wood, plastic, staff - as required to produce designs indicated on Design Drawings.
- F. Pea gravel: Uniform sized (3/8 in.), washed, hard, durable gravel conforming to ASTM C33. Angular, flat, chip-like, thin, elongated, friable aggregate is not acceptable.

2.7 MATERIALS - MISCELLANEOUS

- A. Cement for acrylic plastic: Weld-On Part No. 4 cement by Industrial Polychemical Co., or equal.
- B. Adhesives.
 - 1. Silicone: Single-component silicone rubber by:
 - a. General Electric
 - b. Dow Corning
 - c. Or equal
 - 2. Epoxy: Two-part, catalyzed; provide fast-setting, high-strength, flexible, high-viscosity or other specific types as necessary and approved by City.
 - 3. Tape: Double-coated, high strength acrylic adhesive foam tape, 3M VHB+ tape or equal.
 - 4. Thread-locking: Anaerobic, single-component adhesive, as manufactured by:
 - a. Hernon.
 - b. Loctite.
 - c. Permabond.
 - d. Or equivalent.
 - 5. Other: Exterior grade, waterproof, structural types as necessary and compatible with materials in contact with adhesives.
- C. Locks: Tubular key or allen wrench actuated cam lock, brass and/or stainless steel construction.
- D. Magnets: Commercial quality.
- E. Neoprene: Synthetic rubber.
- F. Miscellaneous hardware: Provide continuous (piano) hinges, hooks and hook-eyes, hinges and bolts with acorn nuts, chain, invisible (Soss) hinges, and other non-corrosive, commercial type hardware items including fasteners as necessary, where not specifically indicated on the Design

G. Drawings. Ferrous metal hardware is not acceptable.

1. City approval of type and finish is required for all items.
2. Mechanical fasteners must be flush (flat head), tamperproof and match finish and type of material being fastened, unless indicated otherwise.
 - a. Aluminum, brass, and bronze bolts, screws and nuts: ASTM F467 and ASTM F468.
 - b. Stainless steel studs (threaded pins), bolts, screws and nuts: ASTM F593 and ASTM F594.
 - c. Fractional-turn, captive and similar specialty-type screw assemblies: As manufactured by: Southco, Inc., Tamperproof Screw Co., or equal.
 - d. Provide aluminum or stainless steel threaded inserts for bolting and screwing into acrylic plastics and similar "soft" materials.
 - e. Set screws: Headless, cup point, stainless steel socket set screws with self-locking, threaded stainless steel insert.
 - f. Stainless steel lag bolts and screws: ANSI B18.2.1.
 - g. Plain washers: ANSI B18.22.
3. Nylon washers: Friction-reducing, abrasion-resistant, high strength, virgin nylon (or Teflon); fiber, PVC, FRP, rubber, metals and similar materials are not acceptable.
4. Cable: Fed. Spec. RR-W-410 or Mil. Spec. MIL-W-83420, minimum 1/16-in. diameter multi-stranded, stainless steel aircraft cable with stranded stainless steel wire core. Provide stainless steel sleeves, thimbles, clips, turnbuckles, and similar swaged fittings that develop full strength of cable; crimped fittings are not acceptable. Machine bolt anchors: Stainless steel, chemical-adhesive type as manufactured by:
 - a. Rawl.
 - b. Ramset/Red Head.
 - c. Hilti.
 - d. Or equal.

2.8 MATERIALS – ELECTRICAL (exterior):

- A. Code: Conform to California Electrical Code and National Electrical Code for materials.
- B. Approved listing: Materials must be approved and listed by Underwriters Laboratories, Inc.
- C. Lighting fixtures: Standard manufacture as indicated on Design Drawings. Modify as indicated on Design Drawings and as necessary to conform to governing electrical standards and regulations. Provide without (or remove) identifying trademarks, trade names, model numbers, similar information on surfaces exposed to view.
- D. Disconnects: Heavy duty, non-keyed, flush mounted, fused or unfused, by:

1. General Electric
2. Square D
3. ITE
4. Or equal
5. Provide NEMA 1 for dry locations and proper enclosure for others.

E. Conduit:

1. Above-grade: Threaded, rigid steel or intermediate metal, conforming to ANSI C80.1, UL 6 or UL 1242, unless specifically approved otherwise by City. Provide with hot-dipped galvanized coating. Provide threaded fittings, conforming to NEMA FB1, UL 514A, or UL 514B. Where specifically approved by City, flexible conduit must be liquid-tight type, conforming to UL 360.
2. Below-grade: Rigid PVC, conforming to UL 651, minimum Schedule 40. Provide cemented, socket-type fittings, conforming to NEMA TC3.

F. Junction boxes: Single-piece, pressed steel type with hot-dipped galvanized coating.

G. Dimmers: Continuously variable-type with extra (minimum 50%) load-capacity for future use.

H. Conductors: THHN, No. 12.

I. Accessories: Provide supports, hangers, and other accessories as required for the work.

2.9 MATERIALS – L.E.D. LIGHTING

A. Internally illuminated signs shall be illuminated with light-emitting diodes (LED), 25-year minimum rated lamp life, for normal and emergency operation. Color of all markings are White. Spacing of diodes are to be such that illumination is even throughout the signs with no hot-spots. Provide all items and accessories as required for a total and complete installation in every respect.

2.10 MATERIALS – STONE AND MASONRY

SPEC MIX Masonry Mortar pre-blended factory mix: ASTM C270

Color as specified by the City of Laguna Niguel.

Water: Potable.

Gravel: Crushed or stone for placement at base of direct embedment.

Nonshrink exterior grade grout for backfilling between stone joints.

Stone shall be from local sources to match the existing stonework within the City. The contractor shall match the and/or other stone masonry work pattern, color and other characteristics as directed by the City project manager for sign stone bases.

2.11 MATERIALS – PRIMERS AND PAINTS (exterior):

A. Provide and use paint by:

1. Matthews Paint Co., Kenosha, WI
2. PPG Paint Co., Pittsburg, PA
3. Or equal.

B. Paint Schedule:

1. Aluminum:
 - a. Interior of illuminated sign cans, including internal support/mounting system:
 - i. Pretreatment: Etching/wash type as recommended by paint manufacturer.
 - ii. 1st coat: Epoxy primer.
 - iii. 2nd and 3rd coats: Flat alkyd or 100% flat acrylic latex. Vinyl acrylics and similar acrylic blends are not acceptable.
 - b. Exterior surfaces of signs:
 - i. Pretreatment: Etching/wash type as recommended by paint manufacturer.
 - ii. 1st coat: Epoxy primer.
 - iii. 2nd coat: Two-component catalytic, linear, aliphatic polyurethane enamel with ultraviolet inhibitors. Automotive-type enamels are not acceptable.
2. Zinc coated sheet and hot-dip galvanized steel:
 - a. Pretreatment: Etching/wash type as recommended by paint manufacturer.
 - b. 1st coat: Exterior alkyd or latex primer.
 - c. 2nd and 3rd coats: Exterior alkyd or 100% acrylic latex. Vinyl acrylics and similar acrylic blends are not acceptable.
3. Acrylic plastic:
 - a. 1st coat: Plastic lacquer primer or as recommended by paint manufacturer.
4. Aluminum and ferrous metals below grade:
 - a. 1st coat: Primer as recommended by paint manufacturer.
 - b. 2nd and 3rd coats: Epoxy or urethane mastic protective coating system.

PART 3 - EXECUTION

3.1 STRUCTURAL:

- A. It shall be the responsibility of the Contractor to perform the structural design of the signs and to incorporate all the safety features necessary to adequately support the sign for its industry and code standard engineering practices will be required. The sign fabricator shall submit engineer stamped calculations for foundations, lifting eyes and other sign components that effect the structural design.

1. Include foundations when part of the signage and graphics work.
2. When required because of size or weight of sign, provide lifting eyes. Lifting eyes shall be removable or visually inconspicuous in the finished work.
3. Include support backing and connection to existing support structure or mounting surface.

B. Design loads:

1. All forces resulting from dead loads, live loads, rated loads, wind loads, and seismic loads as applicable shall be applied in determining adequacy of all parts of a suspension system and the system as a whole.
 - a. Wind loads and seismic loads shall be in accord with governing loads.
 - b. Dead loads consist of the weight of the suspended object(s), and, if a separate system, the load of the suspension system.

C. Allowable stresses:

1. Allowable stresses shall not exceed values which would cause permanent distortion of any structural or machinery component.
2. All components of stress shall have the benefit of engineering calculations and data, and such calculations and data shall be used in the selection of materials.
3. Stresses due to combined loads shall be in accord with governing codes.

D. Support:

1. Consideration shall be given to the support structure to which overhead objects may be attached to assure sufficient structural strength and appropriate connection points.
2. Every suspended object shall be connected by means of sufficient and appropriate attachments and hangers to the support structure designed for its application. The only exceptions are loads of 2 lb. or less which may be attached to architectural materials. These objects may be suspended from walls or ceilings made of tile, plaster, or gypsum board without connecting directly to the structure.
3. Loads in excess of 2 lb. suspended from a vertical plane, such as a wall or column, shall be supported and installed in a positive manner that maximizes the structures provided. In addition, when visual design criteria permit, a ledge shall be provided to support the bottom edge of the object. Friction attachments are not acceptable.
4. The primary support of a suspended object may be designed as a concentrated load that is suspended from a single point, or as a distributed load where the weight of a suspended object is suspended by means of more than one primary support sharing the load equally.

5. Whenever possible, objects shall be designed to be supported as a distributed load.
6. When determining the load of an object or system, both the total weight of the object or system and the specific load at each suspension point shall be considered. Basic statics and known material properties and weight distributions shall be used in determination of support loading.
7. Consideration shall be given to the design of the support structure and access to the structure to which overhead objects are intended to be attached. System design shall include adequate access for installation, inspection, and maintenance.
8. Qualified, trained individuals shall perform all rigging installations with prior rigging experience. Individuals who hang items shall be familiar with these Specifications.
9. Attaching to structure: Care shall be taken to minimize loading conditions that induce torque in structural members. Attachments to existing structure shall be as specified in approved shop drawings.

E. Attachment points of suspended items:

1. Every suspended item shall be constructed to withstand the stresses imposed within its structure by the rigging design. Hardware used to form a rigging point on an item shall meet the intent and requirements of this Section.

F. Connections:

1. All sign brackets, members, connections, welds, bolts, screws, etc. shall conform to 2013 California Building Code, ASCE 7-10 and all appropriate material reference documents.

G. Safety factors:

1. The systems used for supporting suspended objects shall be sufficiently secure so as to prevent failure.
2. The safety ratio for a specific installation shall, as a minimum, meet a 5:1 safety ratio over the minimum allowable load for the installation condition.
3. The required minimum safety ratio applies to the total system. Individual components of a system may be rated at higher values, depending upon the component. The lowest value shall determine the safety factor of the system. Certified "working load" factors that have the basis of laboratory testing are acceptable. As an example, chain manufacturers traditionally use a safety factor of 4:1 over breaking strength as ultimate working load. Wire rope shall use the 5:1 safety factor.
4. Required fail-safe system: Every object suspended overhead shall be designed with a single-point fail-safe system.

- a. Every malfunction or failure of a critical component, due to whatever cause, shall not create a life or limb threatening condition or progressive failure of the system.

H. Seismic requirements:

1. All suspended items, connections, and systems shall be designed to resist a seismic load of a 1-g vertical force and a 1/2-g horizontal force.
2. If a suspended item is free to rotate and its path is clear through a 45° swing, no seismic bracing is required. If a suspended item is free to rotate and a collision is possible within a 45° envelope with the potential to threaten public safety, then lateral bracing which will prevent the collision is required.

3.2 ELECTRICAL:

- A. It shall be the responsibility of the Contractor to perform the complete electrical design for illuminated signs. Illuminated signs shall be designed by an electrical engineer and shall be UL approved.

1. Provide lighting medium indicated on drawings.
2. Position illuminating elements within internally lighted signs or externally illuminated signs at such spacing as will assure uniform light distribution across the portion of the sign faces intended to be illuminated. Sign faces that exhibit “hot-spots” will be unacceptable unless such hot spots are intended to be integral design features of the signs.
3. Access panels shall be flush for all internally illuminated cabinets. Access panel shall be flush with adjacent surface, tight fitting, lightproof and waterproof. Show access panel location on shop drawing. Access panels to be in an accessible location, out of sight.
4. Provide disconnect switches for all illuminated signs in accordance with electrical code requirements. Locate disconnect and on/off switches in an accessible location, out of sight.
5. For housing remote electrical components: Provide waterproof box to hide all electrical components. Box to have flush access panel for servicing. Mount box in a minimally visible way. Color and/or finish to match existing adjacent mounting surface.

3.3 SIGN CABINETS AND SIMILAR ENCLOSURES:

- A. Fabricate of sheet aluminum and stainless steel (0.090-in. minimum thickness) as indicated. Brake-formed, heliarc electric welded construction, precision formed, with straight and even corners and edges. Visible distortions and other irregularities, due to

heat of welding process, is not permitted on exposed surfaces. Test welds using dye-penetrant or vacuum-seam tester; reweld where necessary to obtain solid, complete weld joint. Welds shall be smooth and flush. Finish to match adjacent surfaces.

- B. Accurately rout portions of sign cabinets to required designs. Finish edges of routed portions to match adjacent surfaces. Coordinate with fabrication of "cut-out" letters and shapes to assure a tight, hairline-type joint appearance.
- C. Provisions for acrylic "cut-out" letters and shapes:
 - 1. Provide sufficient quantity of clips to retain all sides and to preclude any looseness or movement of acrylic or separation of acrylic from interior face of cabinet.
 - 2. Provide continuous angle to support and retain perimeter of acrylic faces where necessary.
 - 3. Clips and retainers must not cast shadows or otherwise be visible on face of acrylic when signs are internally illuminated.
- D. Provide an internal system of ventilation (screened openings, passages, and electric fans) to assure a uniform dissipation of heat from electrical components of electrically-powered and illuminated signs, heat (solar) absorption by sign and other sources. Any openings in exterior surfaces must be internally baffled to prevent "light leaks" and prevent entry of rain, snow, wind-blown debris, and other foreign matter, and screened to prevent entry of insects.
- E. Provide drain holes to prevent accumulation of water within signs. Holes must be inconspicuous and be in inconspicuous locations; holes must also be located such that drainage does not occur onto signs, or other surfaces subject to staining. Provide internal system of baffles to prevent "light leaks" through drain holes of illuminated signs. Provide insect screening over drain holes.
- F. Fabricate door frames as specified for cabinets.
 - 1. Weld or use concealed fasteners to continuously attach continuous hinge to door and case. Hinges must be concealed when doorframe is in the closed, locked position.
 - 2. Provide continuous, flexible weather seal gasket between doorframe and cabinet.
 - 3. Install locks at location(s) necessary and adjust to ensure a tight-fitting weather seal at perimeter of doorframe contacting cabinet.
 - 4. Set single-piece glass panel in accord with GANA Glazing Manual using neoprene setting blocks, spacers and glazing tape or vinyl glazing beads to preclude looseness and glass-metal contact. Glazing blocks and spacers must not be readily visible from exterior side of glass door.
- G. Fabricate removable external panels as specified for cabinets.

1. Use system of continuous angles and Z-clips and inconspicuous, tamperproof fasteners to secure removable panels to cabinets, as indicated on Drawings.
2. Provide continuous, flexible weather seal gasket between removable panels and cabinet.
3. Provide aircraft cable safety strap and attachments of design and type to withstand the dynamic loads imposed by falling weight of the removable panels without failure of cable safety strap or attachments nor damage to signs, including removable panels; provide easily detachable attachment of cable safety strap to permit complete removal for servicing, maintenance, etc.

H. Fabricate removable internal panels as specified for cabinets.

1. Provide magnetic-type attachment to sheet steel backing where indicated.
2. Provide lift-out-type frame holder where indicated. Use concealed fasteners where possible.
3. Provide one extra set of panels.

3.4 FABRICATED LETTERS, NUMBERS AND SHAPES:

- A. Provide materials and workmanship that is performed by skilled craftsman under the supervision of trained foremen, experienced in the trade or craft required to accomplish the Work and produce a product of high quality.
- B. Where neon or "halo"-type illumination is indicated, interior surfaces of formed (channel) letters and shapes shall be finished with synthetic enamel, white color.
- C. Where internal or halo-type illumination is indicated, fabricate letters and shapes with internal support system to secure letters and shapes to supporting surface and also allow easy, quick removal for maintenance of illumination components. Internal system must not cast shadows nor obstruct illumination as to be visibly apparent when fully illuminated letters and shapes are viewed from the front.
- D. Finish exposed edges to match finish of face, free of finishing marks.
 1. Finish: Polyurethane enamel, directionally brushed, or mirror polished as indicated.

3.5 ACRYLIC LETTERS AND SHAPES:

- A. Precision-milled single-piece or routed letters and shapes. Polish exposed edges to match finish of face, free of polishing markings, unless indicated otherwise. "Punched thru" portions must fit accurately into routed portions of cabinet with tight, hairline joints and snugly into back of formed (channel) letters.

- B. Evidence of laminating process of letters and shapes to carrier or diffuser, including the carrier itself, must not be visible on face of signs when internally illuminated. Provide continuous opaque masking material at perimeter of routed opening.
- C. Maintain protective paper covering on exposed faces during fabrication wherever possible. Remove immediately prior to City's review of completed sign fabrication.
- D. Coordinate fabrication of sheet plate and formed (channel) letters and shapes, and routing of sign cabinets to assure a tight, hairline type joint between materials.
- E. Fabricate laminated acrylic plastic and sheet plate letters and shapes to assure precise, matching shapes and forms with tight, hairline joint.

3.6 PAINTING AND FINISHING:

A. Definitions:

1. The term "paint" as used herein includes enamels, polyurethanes, paints, primers, sealers, fillers, stains, and coatings systems whether used as prime, intermediate or finish coats.
2. The term "system" implies that each finish is comprised of materials and quantities appropriate for the surface to be finished, and includes preparation priming/sealing, and intermediate and finish coats as applicable.

B. Sample finishes: Refer to Section 1.2 - "SUBMITTALS".

C. Paint color references: As indicated on Design Drawings.

D. Paint formulation: All paint materials shall be especially formulated to meet all local and state environmental codes and specifications, with anti-mildew agents incorporated into the formulations. This requirement applies to all materials including those for interiors of sign cabinets and cans. In addition, include carefully balanced ultraviolet inhibitors for exterior materials.

E. Application:

1. Properly prepare subsurfaces and apply materials in an environment most favorable for producing best quality work. Where indicated or necessary, etch surfaces prior to applying finish paint materials.
 - a. Finish surfaces shall be free of streaks, laps, runs, or pile-up of paints, with all surfaces uniformly covered.
 - b. Surfaces with over spray are not acceptable.
2. Unless specified or directed otherwise, provide semi-gloss (specular gloss value of 50 in accord with ASTM D523) finish for all surfaces.

3. Unless specified or directed otherwise, provide "clear coat" finish over all exposed, finish painted surfaces consisting of a two-component catalytic, clear, acrylic polyurethane enamel with ultraviolet inhibitors. Unless otherwise directed by City, provide semi-gloss for metal and plastic surfaces and flat/matte gloss for wood surfaces.
4. Seal all edges of plywood and end grain of solid stock wood even though it may be concealed by other work.

3.7 FABRICATION - GENERAL

- A. It is intended that the workmanship be of the highest quality obtainable by the respective trades and crafts experienced in the fabrication of signs
- B. Finished work shall be of highest quality to pass eye-level examination and scrutiny. Scratches, paint drips or sags and other visual defects are not acceptable.
- C. Copy application: Sign copy shall be crisp, sharp, clean, and free from "ticks," discontinuous curves, line waver, and similar type imperfections.
 1. Letterforms shall conform to prescribed proportions.
 2. Whenever possible, messages shall be set full-size.
 3. Letterforms shall be aligned so as to maintain a baseline parallel to sign format, with margins and layout as indicated on Design Drawings and approved shop drawings.
- D. Sign construction:
 1. Construct work to eliminate burrs, cutting edges, and sharp corners.
 2. Finish welds on exposed surfaces to be imperceptible in the finished work.
 3. Except as indicated or directed otherwise, finish surfaces smooth.
 4. Surfaces that are intended to be flat shall be without bulges, depressions, oil canning, or other physical deformities; use thicker materials or other means of stiffening or reinforcement to achieve intended results.
 5. Surfaces that are intended to be curved shall be smoothly free-flowing to required shapes.
 6. Parts indicated to be turned must be accurately machined/worked from solid stock to indicated or on approved shop drawings. Finished surfaces to be polished smooth unless otherwise indicated, free of any visible pits, voids, or similar defects.
 7. Fabricate continuous, internal support/mounting systems required to adequately secure/support signs. Where necessary, make provisions to allow for easy, quick

- removal for maintenance, etc. Where internal illumination is indicated, internal system must not cast shadows nor obstruct illumination as to be visibly apparent when fully illuminated sign is viewed from front.
8. Except where approved otherwise by City, conceal fasteners.
 9. Make signs tight fitting, between parts and sections, and with adjacent surfaces. Unless indicated otherwise, non-welded joints between various portions of signs must be weatherproof (for exterior signs) and have tight, hairline-type appearance, without gaps (varying or otherwise). Provide sufficient fastenings to preclude looseness, racking, or similar movement.
 10. Make access panels and similar removable, external portions tight-fitting, lightproof, and weatherproof with adjacent surfaces. Provide access panels and removable portions occurring in overhead (i.e., greater than 6 feet above adjacent grade) locations with aircraft cable safety strap and attachments of design and type to withstand the dynamic loads imposed by falling weight of the access panels or removable portions without failure of cable safety strap or attachments nor damage to signs, including access panels and removable portions; provide easily detachable attachment of cable safety strap to permit complete removal for servicing, maintenance, etc.
 11. Locate UL labels and similar identification required by the local building authorities on exterior of sign, at specific locations as indicated on approved shop drawings. Do not apply other labels of any type that cannot be concealed.
 12. Conform with manufacturer's recommended fabricating procedures regarding fastening, restraining, expansion, and contraction of FRP, polyurethane foam, acrylic plastic and other dissimilar materials.
 13. Exercise care to assure that finished surfaces are unblemished in completed Work.
 14. Isolate dissimilar materials. Exercise particular care to isolate non-ferrous metals from ferrous metals, including fasteners.
 15. Position illuminating elements within internally lighted signs at such spacing as will assure uniform light distribution across portion of sign faces intended to be illuminated. Sign faces that exhibit "hot-spots" will be unacceptable unless such hot spots are intended to be integral design features of signs.
 16. Provide flush-mounted, non-keyed, weatherproof disconnect switches for electrically powered or illuminated signs in accord with electrical code and UL requirements. Locate disconnects on top or back of signs in a manner so as to not be visible to public guests unless indicated otherwise on Design Drawings.
 17. Locate items requiring maintenance, such as lamps, ballasts, transformers, wiring connections, etc., in easily accessible areas.

18. Assembly of electrical components must conform to requirements of Underwriters Laboratories, Inc. "Standards for Sign Safety US UL 48" and qualify sign to receive and bear UL label.
19. Fabricating copy: Unless specifically indicated on Design Drawings otherwise, fabricate sign copy as follows.
 - a. Cut-out copy: All letter and number cut-outs shall be made from material and gauge as indicated on Design Drawings. Cutting shall be done in such manner that edges and corners of finished letterforms will be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable.
 - b. Silk-screened and hand-painted copy: Finish sheen of copy to match sheen of copy panel background (gloss, semi-gloss, or sheens between). Edges of letters shall be straight and corners sharp. Surface of letters shall be uniform in color, finish, and free from pinholes and other imperfections.
 - c. Routed copy: Cutting and routing shall be done in such manner that edges and corners of finished letterforms shall be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable. Letterforms shall be aligned so as to maintain a base line parallel to the sign format, with margins and layout as indicated on Design Drawings and approved shop drawings. Vertical strokes shall be plumb. Mechanically fasten center of letters to acrylic plastic as required.
 - d. Vinyl letters: Vinyl letters and numbers shall be computer cut unless an alternate process is approved by City prior to fabrication. Copy shall be pre-spaced with 3-M series 2-application tape, prior to installation on sign. No exceptions.

3.8 INSTALLATION – GENERAL

- A. Verify and stake the exact sign locations at on site walk-through with City at the job site for all sign locations which are not exactly dimensioned on the drawings. Notify City of any conditions that may adversely affect satisfactory installation of graphic elements.
- B. Except as indicated otherwise on the drawings, install prefabricated work plumb, level, square and true to line.
- C. Securely anchor work in proper location using anchors, anchorages, fasteners, or other methods approved on shop drawings. All anchors and fasteners shall be appropriate to the anchorage condition.
- D. Provide final electrical power hook-up. After final electrical connections have been made, test all electrical systems to assure that all are in proper working order.
- E. Coordinate work and access to site with the City.
- F. Final adjustment and cleaning:
 1. Touch-up all scratched, marred, abraded, or otherwise damaged surfaces to match original surfaces.

2. Clean-up work area after installation has been completed.

3.9 MATERIAL HANDLING

- A. Pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, and store all fabricated work as necessary to provide protection from damage by every cause.
- B. Provide clear and legible identifying information on all product packaging to ensure proper on-site review and installation.

3.10 PROJECT CONDITIONS

A. Protection:

- 1. Warning signs and other methods of protection must be sufficiently substantial to withstand normal, anticipated construction activities and are subject to City's approval.
- B. Sequencing/Scheduling: Coordinate fabrication, delivery, installation, field finishing and field-application, where applicable, of the work of this section, with progress of construction and City's schedule.
- C. All fabrication shall be done in an approved and registered fabrication shop, per CBC Chapter 17.
- D. Maintain all structural integrity of existing structures. Alteration requires a design by California Licensed Civil or Structural Engineer and must be submitted for review and approval by City prior to installation.

3.11 RESTORATION

- A. Damage due to negligence of the Contractor to surfaces or building components, shall be repaired and restored to its original condition by the Contractor at no extra cost to the City. Patch and paint around all cuts to match adjacent surfaces.
- B. Patch and paint around all cuts to match adjacent surfaces. Replace with ceiling, wall or floor tiles affected by the installation with new tiles.

3.12 INSPECTION

- A. City reserves the right to inspect work in the fabrication shop in progress and before it is shipped to the job site for installation.
- B. Fabricator shall inspect installation locations for conditions that will adversely affect execution, performance and quality of work, and shall not proceed with installation until unsatisfactory conditions have been corrected.

END OF SECTION 10440

PART 5 – BID ITEMS

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

Payment will be made at the contract unit prices for all bid items, inclusive, in the Project Bid Sheet which shall include costs for furnishing all labor, materials, tools, and equipment, and for performing all the work as described in the following Payment Items, complete in place, including field marking; construction survey; saw-cutting; removal and disposal of existing asphalt and PCC pavements and concrete curbs; excavation; sub-grade preparation and grading; compaction; forming; furnishing and application of epoxy where needed; furnishing and installing PCC; sealant; finishing; adjusting various pull boxes and meter boxes to grade including adjustment of conduits, if necessary; finishing of the surface of any footing or foundation or base that may be exposed as a result of the new PCC pavement grade; re-grading to drain behind new improvement by adding or removing soils to match new improvement; re-working or reconstructing existing curb-drains; removing, preserving and reinstalling transit/street signs and posts, including concrete foundation, complete in place; removing and replacing grass, pavement and other materials necessary for forming; removing brick borders; relocating wooden fence behind property line; trimming trees; trimming and/or removing shrubs; removing tree roots encountered within roadway, sidewalk, driveway and curb ramp reconstruction areas, including saw-cutting and disposing of roots, reconstruction of existing sprinkler systems to match new driveway configurations, soil import (if necessary), backfilling as necessary, grading and compacting; disposal of excess excavated materials and all construction debris; removing AC or PCC scabs from existing AC or PCC pavement before joining the new construction; and all incidentals, per Technical Specifications, and as directed by the Engineer. All new improvements will match the existing grades and design within the work area and/or be in accordance with Standard Plans for Public Works Construction, published by BNI.

1. **Payment for Bid Item No. 1 “Bonding, Mobilization and Insurance”** will be made at the contract unit price per Lump Sum (LS). Mobilization shall be in accordance with Subsection 9-3.4 “Mobilization,” of the Standard Specifications, and these special provisions.

Mobilization shall consist of the following:

- Preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, incidentals to the project site
- Cleaning up the site at the completion of project
- Establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project
- All other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site
- Demobilization costs anticipated at the completion of the project.

The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in mobilization.

No additional compensation will be allowed for additional mobilizations required, including but not limited to, delays caused by the relocation of existing utility facilities shown on the plans or discovered during construction operations.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

Payment for mobilization and site cleanup at the completion of the project, additional mobilizations, cost of all bonds and insurance policies, and all costs incurred prior to beginning work shall be considered to be included in the contract lump sum price paid for Mobilization and no additional compensation will be allowed. Payment will be made on a basis of the percentage of work completed on the entire project.

2. **Payment for Bid Item No. 2 "Traffic Control"** will be made at the contract unit price per Lump Sum (LS), which shall include all costs for Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsections 7-10 of 2012 Edition of the Standard Specifications and 2014 Cumulative Supplement of the "Standard Specifications for Public Works Construction", including all its subsequent amendments, and the latest edition of the California Manual on Uniform Traffic Control Devices and these special provisions. Nothing in these special provisions shall be construed as relieving the contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

Convenient and safe pedestrian access to occupied residential and business property shall be maintained at all times. Access to mailboxes must be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to other property except as otherwise specifically authorized in writing by the Engineer.

Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

Traffic control shall include furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers, temporary railing, temporary striping, barriers, portable flashing lights, flashing arrow signs, changeable message signs, and incidentals required to comply with the provisions specified and referred to herein above. No separate payment shall be allowed.

3. **Payment for Bid Item No. 3 “Surveying Services”** will be made at the contract unit price per Lump Sum (LS), which shall include costs for doing all work described in Section 2-9 of the Special Provisions.

4. **Payment for Bid Item No. 4 “Preparation and Implementation of Erosion Control Plan”** will be made at the contract unit price per Lump Sum (LS), which shall include all costs for the following:

The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications, requirements in the State Construction General Permit (CGP) Order 2009-0009-DWQ and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

The Contractor shall prepare a Water Pollution Control Plan (WPCP) by a Qualified Storm water Designer (QSD) in conformance with the CGP, Erosion Control Plans and shall submit the document for City review and obtain approval from the City prior to start of construction.

Implementation of the approved plan, providing a Qualified Storm water Practitioner (QSP) as defined by the CGP, 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 lump sum price bid. No separate payment will be allowed.

5. **Payment for Bid Item No. 5 “Clearing and Grubbing”** will be made at the contract unit price per Square Foot (SF), which shall include all costs for removal of all existing natural and artificial objectionable materials from the construction areas. This work shall only be done with the express approval of the Engineer. All materials shall be removed as approved by the Engineer. This work shall be performed in advance of grading and paving operations and in accordance with section 300-1 of the Standard Specifications.

6. **Payment for Bid Item No. 6 “Sawcut and Remove Existing AC Pavement and Base”** will be made at the contract unit price per Square Foot (SF), which shall include all costs for furnishing labor, tools, materials, and equipment, and for doing all work involved in removal and disposal of existing pavement and base material in accordance with governing federal, state and local ordinances.

7. **Payment for Bid Item No. 7 “Construct Concrete Block Slough Wall”** will be made at the contract unit price per Square Foot (SF), which shall include all costs for furnishing labor, tools, materials, and equipment, and for doing all work involved in constructing concrete block slough wall.

8. **Payment for Bid Item No. 8 “Construct 4-Inch Thick PCC Pavement”** will be made at the contract unit price per Square Foot (SF), which shall include all costs for furnishing labor, tools, materials, and equipment, and for doing all work involved in constructing 4” PCC pavement.

9. **Payment for Bid Item No. 9 “Remove and Replace Existing Planting and Modify Existing Irrigation System”** will be made at the contract unit price per Square Foot (SF), which shall include all costs for furnishing labor, tools, and equipment and for doing all the work involved in removing and replacing planting and modifying the existing irrigation lines with sprinklers as necessary and joining the existing irrigation line such that the irrigation system is complete and operational. Contractor shall not modify the irrigation system without prior approval of the City. Irrigation system removal work shall be according to Section 15-2.09D, “Relocate Irrigation Facilities,” of the Standard Specifications.
10. **Payment for Bid Item No. 10 “Construct 6-Inch Thick AC Pavement Over Native”** will be made at the contract unit price per Ton (TN) delivered to the site, which shall include all costs for furnishing labor, tools, materials, and equipment, and for doing all work involved in AC pavement construction in accordance with sections 302-5 and 600-2 of the Standard Specifications and furnishing to the City, reports from the supplier certifying that the asphalt pavement materials and proportions comply with the designated classifications for asphalt concrete pavement as required herein, or as directed by the Engineer.
11. **Payment for Bid Item No. 11 “Construct Reinforced Concrete Foundation per Structural Plans”** will be made at the contract unit price per Cubic Yard (CY), which shall include all costs for furnishing labor, tools, materials, and equipment for excavation, constructing the foundation complete in place and backfill, as necessary.
12. **Payment for Bid Item No. 12 “Furnish and Install Electrical Improvements”** will be made at the contract unit price per Lump Sum (LS), which shall include all costs for furnishing labor, tools, materials, and equipment for sawcut and removals, trenching, trench restoration and backfill and installation of all necessary hardware and equipment, complete in place and operational.
13. **Payment for Bid Item No. 13 “Design and Construct Pylon Sign”** will be made at the contract unit price per Each (EA) and shall include design and construction of the sign, including all electrical and lighting components within the panels. Appendix III provides the overall concept and configuration of the new signs. Design shall include preparation of a plan showing the deviations, additions and omissions from the Concept Plans in Appendix III, preparation of all necessary calculations, design drawings and shop drawings fabrication and installation of the panel, stamped by a licensed engineer, and submitted to the City’s Building and Safety Division for approval and to obtain a no fee permit. Structural calculations will be necessary.

PART 6 – WORK LOCATIONS

The following are partial work locations:

<u>Location</u>	<u>Type</u>
Allen Cadillac, 28332 Camino Capistrano	Business Identification Sign (Freeway Pylon)
AT&T Operation Center, 27392 Camino Capistrano	Business Identification Sign (Freeway Pylon)

PART 7 - FINAL CLOSEOUT AGREEMENT AND RELEASE OF ALL CLAIMS

The final attachment, Closeout Agreement, will be required from the contractor before the project is accepted and Notice of Completion filed by the City.

This form Final Closeout Agreement and Release of All Claims pertains generally to any City of Laguna Niguel project. However, at the completion of construction of this project, this form may be tailored for this project so that the Agreement and Release will specifically reflect any unusual facts regarding this project and/or the resolution of any outstanding disputes.

**FINAL CLOSEOUT AGREEMENT AND
RELEASE OF ALL CLAIMS**

THIS FINAL CLOSEOUT AGREEMENT AND RELEASE OF ALL CLAIMS is made as of the ___ day of _____ 2017, by and between the City of Laguna Niguel hereinafter referred to as "Agency"; and _____, hereinafter referred to as "Contractor".

RECITALS:

1. Contractor and Agency entered into a Contract on or about ___ day of _____ 2017 pursuant to which Contractor was to construct the _____ (CASH CONTRACT 16-12), (hereinafter referred to as "Contract No. 16-12").
2. _____ change orders to Contract No. 16-12 were issued by Agency to Contractor.
3. The total amount to be paid by Agency to Contractor pursuant to the Contract and the ___ change orders is \$_____.
4. Contractor and Agency desire to enter into this "Final Closeout Agreement and Release of All Claims" (hereinafter referred to as the "Agreement and Release") to provide for the completion of the Contract, the payment of all unpaid funds and the resolution of any and all outstanding claims.

AGREEMENT:

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

1. The Contractor, for and in consideration of the payment of \$_____ and the release by Agency of claims against Contractor, does hereby for itself and for each of its owners, partners, successors and assigns, release, acquit and forever discharge the Agency, and each of its officers, employees, agents, servants, consultants, successors and assigns, from any and all claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, and expenses including attorney's fees and other litigation costs, known or unknown, suspected or unsuspected, which have been or might be asserted against Agency relative to or arising out of the following:
 - a. The performance of the terms and conditions of Contract No. 16-12 to construct the FREEWAY PYLON IMPROVEMENTS PROJECT.

- b. Change Order Nos. 1 through ____, inclusive, to the Contract No. 16-12, as approved by Agency and Contractor;
- c. The claims for extension of time to complete the work required by Contract No. 16-12;
- d. Claims, known or unknown, of subcontractors of Contractor relating to the Contract No. 16-12 and Change Order Nos. 1 through ____, inclusive.

Excepted from this Agreement and Release is the payment by Agency of the retained cash in the amount of \$_____ and the release of bonds to guarantee labor and materials payment and faithful performance.

2. The Agency, for and in consideration of the Contractor's completion of work required by Contract No. 16-12 and Contractor's release of claims against the Agency, does hereby for itself and for each of its assigns and successors, release, acquit and forever discharge Contractor, and each of its officers, employees, agents, servants, consultants, successors and assigns, from any and all claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, and expenses including attorney's fees and other litigation costs, known or unknown, suspected or unsuspected, which have been or might be asserted against Contractor relative to or arising out of the following:

- a. Contract No. 16-12;

Change Order Nos. 1 through ____, inclusive, to the Contract No. 16-12, as approved by Agency and Contractor; and

Excepted from this Agreement and Release is the completion by Contractor of all work required by Contract No. 16-12 and the warranties required by the Contract as specified in paragraph 13 herein.

3. Nothing contained in this Agreement and Release shall release, waive, discharge or alter the rights, privileges and powers of the Agency or the duties, liabilities and obligations of the Contractor and its surety with respect to the work required by Contract No. 16-12.

4. All work required by Contract No. 16-12 shall be completed to acceptable standards and tolerances as is required by Contract No. 16-12.

5. Upon execution of this Agreement and Release, the Agency agrees to immediately file and record a Notice of Completion with the County Recorder's Office to begin the statutory lien and stop notice period. The Agency agrees that the execution of this

Agreement and Release commences the running time of any warranty or guarantee periods specified in the Contract.

6. The Agency and Contractor agree that the Contractor is not liable for any damages, including liquidated damages, for delay or for failure to complete the work specified in Contract No. 16-12 within the working days and time extensions allowed under Contract No. 16-12.

7. The presently retained amount of \$_____ is five percent (5%) of the total adjusted contract price of \$_____ for Contract No. 16-12. Said retention monies shall be released to the Contractor pursuant to State lien and stop notice law at the expiration of the lien/stop notice period of thirty-five (35) calendar days after recordation of the Notice of Completion by the County Recorder's Office.

8. Contractor and Agency agree that the total adjusted contract price and time of performance for Contract No. 16-12 is as follows:

ORIGINAL CONTRACT PRICE	\$_____
TOTAL CHANGE ORDER NOS. 1 THROUGH ____	\$_____
FINAL ADJUSTED CONTRACT PRICE	\$_____

The final completion date of the work required by Contract No. _____ is ____ day of ____ 2017.

9. It is understood and agreed by the parties hereto that the facts with respect to which the foregoing release is given may hereafter turn out to be other than or different from the facts now known to be or believed by said parties to be true, and the parties hereto expressly assume the risk of the facts turning out to be different than they now so appear, and agree that the foregoing release shall be, in all respects, effective and not subject to termination or rescission by and such difference in facts.

10. The parties hereby expressly waive any and all rights the parties have or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

11. It is understood and agreed by the parties that this settlement is a compromise of doubtful and disputed claims, and that the releases made by the Contractor and Agency herein

are not to be construed as an admission or admissions of liability on the part of either party and that the parties deny liability thereof and intend merely to avoid litigation and to buy their peace. The parties agree that they will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the other party based on, arising out of, or in any way connected with the claims released by this Agreement and Release.

12. The Contractor hereby releases and agrees to indemnify the Agency for all claims of its subcontractors and suppliers, including those for delay and impact costs resulting from the delays in the completion of the project.

13. The terms of this Agreement and Release do not excuse the Contractor from the provisions of Contract No. 16-12, which provide for certain warranties and guarantees of the work required to be performed pursuant to Contract No. 16-12. Contractor shall repair and replace any and all improvements that are damaged or fail and shall maintain the original Faithful Performance Bond in full force and effect for the entire warranty period.

14. The Contractor represents and warrants to the Agency that the Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, expenses and warranties that are the subject of this Agreement and the Contractor agrees to indemnify and hold harmless the Agency against, without limitation, any and all rights, claims, demands, debts, obligations, liabilities, actions, damages, losses, costs, expenses, warranties and other claims, including attorneys' fees, arising out of or connected with any such assignment or transfer or purported assignment or transfer.

15. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement and Release, and that they understand and voluntarily consent and agree to each and every provision contained herein.

16. The parties declare and represent that no promise, inducement or agreement, not herein expressed, has been made to the parties and that this Agreement and Release contains the entire agreement among the parties hereto. Any modification or amendment to this Agreement and Release will be effective only if it is in writing and signed by all parties to this Agreement and Release.

17. The persons executing this Agreement and Release represent and warrant that the execution and performance of the terms of this Agreement and Release have been duly authorized by all requisite corporate, partnership, individual, or other entity requirements and that said persons have the right, power, legal capacity and authority to execution and enter into this Agreement and Release.

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

"AGENCY"

CITY OF LAGUNA NIGUEL

By: _____

Title: _____

ATTEST:

Eileen Gomez
City Clerk

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

Terry E. Dixon, Esq.
City Attorney

"CONTRACTOR"

a _____ corporation

By: _____

Title: _____

By: _____

Title: _____

[Signatures of corporate officials must be notarized.]

APPENDIX I

WATER QUALITY MAINTENANCE PROCEDURES

WATER QUALITY MAINTENANCE PROCEDURES

The Santa Ana and San Diego Regional Water Quality Control Boards have issued permits which govern storm water and non-storm water discharges resulting from municipal activities performed within Orange County. The RWQCB Permits are National Pollutant Discharge Elimination System (NPDES) Permits No. CAS618030, and CAS0108740 respectively. Copies of the RWQCB Permits are available for review from the County of Orange Public Facilities and Resources Department.

The County of Orange has developed a Drainage Area Management Plan (DAMP) to be compliant with Permit requirements, and a Municipal Activities Procedures Manual has been developed to assist cities and their agents with meeting DAMP requirements. Specifically, the Municipal Activities Procedures Manual contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities, and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this contract shall conform to the Permits, the DAMP, and the Model Maintenance Procedures, and must be performed as described within all applicable Model Maintenance Procedures. The Contractor shall be fully understanding of the Model Maintenance Procedures throughout the contract duration. The applicable Model Maintenance Procedures are included as Appendix I of this contract.

Evaluation of activities subject to DAMP requirements performed under this contract will be conducted by the City to verify compliance with DAMP requirements, and will be required through Contractor self-evaluation as determined by the City.

APPENDIX II

PROJECT LOCATION MAP

APPENDIX III

CONCEPTUAL PLANS FOR FREEWAY PYLON SIGNS