

TOWN OF LOS ALTOS HILLS  
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

Notice To Bidders  
Proposal  
Agreement  
Special Provisions

FOR

**BRIONES WAY, CONCEPCION ROAD, AND LA PALOMA ROAD PATHWAYS  
(PROJECT NO. 427913-23)**

FOR USE WITH

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD  
SPECIFICATIONS 2018 EDITION

PUBLIC WORKS DEPARTMENT  
TOWN HALL  
26379 FREMONT ROAD  
LOS ALTOS HILLS, CA 94022  
TELEPHONE: (650) 941-7222  
FAX NO: (650) 941-3160

*WooJae Kim*

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WooJae Kim, PE  
Public Works Director  
R.C.E. 59532, License Expires 12/31/2023

**Bid Opening: 02:00 PM, July 19, 2023**

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**TOWN OF LOS ALTOS HILLS  
PUBLIC WORKS DEPARTMENT**

**NOTICE TO BIDDERS**

**Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23)**

1. **BID OPENING.** Bids will be received at the office of the City Clerk of the Town of Los Altos Hills, California, until **2:00 P.M. on July 19, 2023**, at which time they will be opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside "**Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23).**"
2. **PRE-BID MEETING.** VOLUNTARY - 10:00 a.m. on Wednesday, June 28, 2023, at Town Hall located at 26379 W. Fremont Road, Los Altos Hills.
3. **WORK DESCRIPTION.** The work consists of earthwork, vegetation clearing, installation of type 2B pathway, and all associated work.
4. **WORKING DAYS.** The work under this Contract is to be completed in **THIRTY (30)** working days.
5. **CONTRACTOR'S LICENSE.** A Class "A" or "C12" Contractor's License is required for this work. No bid will be accepted from a Contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.
6. **BID DEPOSIT.** A Bid Deposit equals to at least ten percent (10%) of the total amount of the bid shall be placed in the sealed proposal. The Bid Deposit shall be in one of the following forms: cash, cashier's check or certified check payable to the Town of Los Altos Hills, or bidder's bond in favor of the Town executed by an authorized surety company.
7. **PERFORMANCE BONDS.** Performance guaranty bonds as set forth in Section 3-1.05 of the Standard Specifications will be required from the successful bidder.
8. **TOWN'S RIGHT TO REJECT BIDS.** The right is reserved, as the interest of the Town may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.
9. **GENERAL PREVAILING WAGE RATES.** Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.
10. **OBTAINING THE PROJECT PLANS AND CONTRACT DOCUMENTS.** (a) A full set of plans and Contract Documents are available for viewing and downloads on the Town's website at <https://www.losaltoshills.ca.gov/Bids.aspx>.
11. **OBTAINING THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.** The State of California Department of Transportation Standard Specifications and Standard Plans are available on Caltrans website at <https://dot.ca.gov/programs/design/2018-ccs-standard-plans-and-standard-specifications>.
12. **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the Director of Public Works. The request shall be executed by the bidder or his/her duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be

received after that time, nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

13. RELIEF OF BIDDERS. As stated in Public Contract Code Sections 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his/her bid, the bidder shall give the written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.
14. DISQUALIFICATION OF BIDDERS. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.
15. PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.
16. RESPONSIBILITY FOR VERIFYING CONTRACT ADDENDA. All bidders shall verify if any addenda for this project have been issued by the Town of Los Altos Hills. It is the bidder's responsibility to ensure that all requirements of Contract addenda are included in the bidder's proposal.
17. ESCROW FOR SECURITY DEPOSIT IN OF RETENTION. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the Town to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.
18. SHORING AND BRACING. Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Notice to Bidders shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the Town, Engineer, and their employees, agents and subconsultants.
19. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS:  
This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4. Under California Labor Code section 1771.1, as amended by SB 854, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for a public work unless the contractor and its subcontractors are registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code. The Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
20. REQUEST FOR INFORMATION AND QUESTIONS:  
Email or submit written requests for information/clarification or questions to the project manager, Astha Khanal, at [AKhanal@losaltoshills.ca.gov](mailto:AKhanal@losaltoshills.ca.gov). The last date for the Town to issue an addendum is July 10, 2023.

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

6/20/2023



Deborah L. Padovan, City Clerk

## PROPOSAL REQUIREMENTS

1. **All bidders shall complete Exhibit A - "Proposal to the Town of Los Altos Hills" form which shall be presented under sealed cover and shall be accompanied by a bidder's bond.** The form of Bidder's Bond to be used will be found following the signature page of the proposal. The bidder's bond shall be at least 10% of the bid amount. As an alternative to the Bidder's Bond, cash, cashier's check or certified check payable to the Town of Los Altos Hills and in an amount equal to at least 10% of the bid amount may be used. A WHITE XEROX COPY of the Bidder's Bond shall be acceptable if all signatures and notary on the Xerox copy are original.
2. A statement of Experience and Financial Responsibility shall accompany the proposal. A form for this statement will be found as part of the Proposal to the Town of Los Altos Hills which follows these proposal requirements.
3. If bidder is:
  - (a) An individual doing business in his or her own name, sign name only.
  - (b) An individual using a firm name, sign name as an individual DBA (doing business as). For example: "John Doe, an individual doing business as XYZ Company."
  - (c) A co-partnership, sign name as shown in this example: "XYZ Co., by John Doe, Copartner." Also, give the names of all individual copartners composing the firm.
  - (d) A corporation, sign name with your title as in this example: "XYZ Co., by John Doe, President." Also, state legal name of corporation, names of the president, secretary, treasurer and manager of corporation. Affix seal of corporation.
4. The business address of the bidder must be filled in completely on the proposal, giving the address of the firm in the case of the partnership or corporation, not the address of the partner or official signing this proposal.
5. The spaces provided on the proposal for State of California Contractor's license number and classification must be filled in completely.
6. To assure recognition, write the words "Proposal, etc.," plainly on the envelope.
7. The attention of all bidders is directed to the "Proposal to the Town of Los Altos Hills" regarding discrepancies found in bidder's Price Schedule.

**EXHIBIT "A"**  
**PROPOSAL TO THE TOWN OF LOS ALTOS HILLS**

**TOWN OF LOS ALTOS HILLS**  
**STATE OF CALIFORNIA**

**FOR**

**BRIONES WAY, CONCEPCION ROAD, AND LA PALOMA ROAD PATHWAYS**  
**(PROJECT NO. 427913-23)**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

LICENSE NO.: \_\_\_\_\_ CLASS: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

TAX ID NO.: \_\_\_\_\_

TELEPHONE NO: (    ) \_\_\_\_\_ FAX NO: (    ) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

The work for which this proposal is submitted is for construction according to the Contract Documents, including the Special Provisions, the Agreement, the project plans described below, and the State of California Department of Transportation Standard Specifications, 2018 Edition. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project plans for the work to be done are titled "**Briones Way, Concepcion Road, and La Paloma Road Pathways**". The work consists of earthwork, vegetation clearing, installation of type 2B pathway, and all associated work.

A bidder's bond, in an amount and of a form described under Paragraph 1 of the Proposal Requirements Section of these Provisions shall accompany this proposal. The project shall be awarded to the lowest responsible bidder who meets all the Proposal Requirements, and the requirements of the Contract Documents.

The bidder shall set forth for each item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of conflict between an item price in words and the price in figures, the price in words shall prevail. In case of discrepancy between an item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in

the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Failure to provide the required information, or if information provided is subsequently proved false, the proposal shall be considered as non-responsive and shall be grounds for rejection of the bid.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums required by Section 3-1.05 of the Standard Specifications, with surety satisfactory to the Town of Los Altos Hills within 12 days, not including Sundays and legal holidays, after the bidder has received notice from the Town that the Contract has been awarded, the Town may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be invalid. If the Town declares the proposal as invalid, the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Town.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans therein referred to; and he/she proposes and agrees, if this Proposal is accepted, that he/she will Contract with the Town of Los Altos Hills in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment therefore in the amounts shown on the following Item Price Schedule, to wit:

## ITEM PRICE SCHEDULE

### Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23)

#### BASE BID: Concepcion Road and La Paloma Road Pathways

Item No.	Description	Estimated Quantity	Item Price	Total
1	Mobilization	1 LS		
2	Traffic Control & Notifications	1 LS		
3	Site Work - Clear & Grub and Trim Trees	1 LS		
4	Remove 8" to 10" Diameter Trees including Stumps	3 EA		
5	Earthwork	1 LS		
6	Erosion and Sediment Control	1 LS		
7	Construct Type IIB Pathway	1,591 LF		
8	MAXIMUM 3 FEET Tall Retaining Wall	100 LF		
9	MAXIMUM 2 FEET Tall Retaining Wall	250 LF		
10	MAXIMUM 1 FOOT Tall Retaining Wall	200 LF		
11	Grind Tree Stumps	9 EA		
12	Utility Adjustments	4 EA		

<b>TOTAL OF BASE BID ITEMS (1- 12):</b>	\$ _____
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#### ADD ALTERNATE NO. 1: Briones Way Pathway

Item No.	Description	Estimated Quantity	Item Price	Total
13	Mobilization	1 LS		
14	Traffic Control & Notifications	1 LS		
15	Site Work – Clear & Grub and Trim Trees	1 LS		

16	Earthwork	1 LS		
17	Erosion and Sediment Control	1 LS		
18	Construct Type IIB Pathway	272 LF		

<b>TOTAL OF ADD ALTERNATE NO. 1 BID ITEMS (13- 18):</b>	<b>\$ _____</b>
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<b>TOTAL OF BASE BID PLUS ADD ALTERNATE NO. 1 ITEMS (1- 18):</b>	<b>\$ _____</b>
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<b>TOTAL BASE BID PLUS ADD ALTERNATE NO. 1 AMOUNT IN WORDS</b>
_____

**COMPARISON OF BIDS: The lowest bid shall be the lowest total price for the Base Bid plus Add Alternate No. 1. Award of Add Alternate No. 1 shall be at the Town’s discretion after the lowest responsible bidder has been determined.**

**QUANTITIES OF WORK**

The quantities of work of material stated in the unit bid price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work. The Town does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit bid item by an amount up to 25 percent increase or decrease without a change in the unit prices, and shall have the right to delete any bid items in its entirety and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.



**ADDENDA ACKNOWLEDGMENT AND INFORMATION**

The undersigned acknowledges receipt of Addendum No. \_\_\_\_ through \_\_\_\_ inclusively.

**PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL**

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE.** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXPERIENCE AND FINANCIAL QUALIFICATIONS**

The bidder has been engaged in the contracting business under State License No. \_\_\_\_\_ for a period of \_\_\_\_\_ years.

The bidder's three most recently completed Contracts are:

- 1. Title of Project: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Engineer in Charge: \_\_\_\_\_  
Date Accepted: \_\_\_\_\_
- 2. Title of Project: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Engineer in Charge: \_\_\_\_\_  
Date Accepted: \_\_\_\_\_

3. Title of Project: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Engineer in Charge: \_\_\_\_\_  
Date Accepted: \_\_\_\_\_

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank	Address
_____	_____
_____	_____
_____	_____

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Company: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

**PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_ , has not \_\_\_\_ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

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## Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**NON-COLLUSION DECLARATION**

To Be Executed by Bidder and Submitted with Bid

In accordance with Title 23 United States Code Section 112 and California Public Contract Code 7106, the undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
By: (Signature of authorized  
representative of Bidder)

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Title)

**TOWN OF LOS ALTOS HILLS  
STATE OF CALIFORNIA**

**PROPOSAL TO THE TOWN OF LOS ALTOS HILLS**

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Town of Los Altos Hills, hereinafter called "Town", in penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL submitted to the said "Town" for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated \_\_\_\_\_, 2023, for the **Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No 427213-23)**.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal prior to the date and time for the opening of bids, and if the Principal is awarded the Contract and shall within the period specified in the Proposal after receiving notice that the Contract has been awarded and the prescribed forms are presented to him/her for signature, enter in a written Contract with the Town, in accordance with the Proposal as accepted and give insurance and bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified or the failure to enter into such Contract and give such Town bonds, within the time specified, if the Principal shall pay the Town the difference between the amount specified in said Proposal and the amount for which the Town may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Town in again calling for bids, then the above obligation shall be voided and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

(Acknowledgment)

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorneys-in-fact

(Acknowledgment)

Title \_\_\_\_\_

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**TOWN OF LOS ALTOS HILLS  
STATE OF CALIFORNIA**

**CONTRACT**

**Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23)**

THIS AGREEMENT, made, executed, and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Los Altos Hills a General Law City, hereinafter referred to as the Town, and \_\_\_\_\_ hereinafter referred to as the Contractor.

WITNESSETH

ARTICLE 1. That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Town, the Contractor agrees at its own cost and expense to do all the work and furnish all materials necessary to complete in a good workmanlike and substantial manner all that certain work involved and concerned with the **Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No 427213-23)**. Said work shall be done in manner and according to the terms of the Contract as the same is defined in Article 4 herein.

ARTICLE 2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Town and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans and specifications, to wit, according to Contractor's proposal to the Town of Los Altos Hills, entitled 'EXHIBIT "A," Proposal to the [Town of Los Altos Hills] and attached hereto.

ARTICLE 3. The Town hereby promises and agrees with the Contractor, to employ, and does employ, hereby, said Contractor to provide the materials and to do the work 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 above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE 4. The complete Contract consists of the following documents: Notice to Bidders, Proposal, Contract, Specifications and the Plans and/or Drawings. The rights and obligations of the parties herein are governed by all of said documents, which are to be construed as a single Contract. The decision of the Town of Los Altos Hills as to the interpretation of said Contract shall be final and binding on the parties hereto.

ARTICLE 5. It is further expressly agreed by and between the parties hereto that the work shall be completed within **THIRTY (30)** working days from and after the commencement of said work.

ARTICLE 6. It is expressly stipulated and agreed that all legal and statutory requirements relating to the execution of this Contract and the notice inviting bids have been met. Any alleged defect or omission in the proceedings preceding the execution of this Contract is hereby waived by the Contractor.

ARTICLE 7. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage

rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov) and the agency also has access to the applicable prevailing wage rate at [www.losaltoshills.ca.gov](http://www.losaltoshills.ca.gov).

IN WITNESS WHEREOF, the parties have executed this instrument the year and date first above written.

TOWN OF LOS ALTOS HILLS  
A General Law City

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk, Town of Los Altos Hills

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**GENERAL LIABILITY ENDORSEMENT**

TOWN OF LOS ALTOS HILLS  
 26379 Fremont Road  
 Los Altos Hills, CA 94022  
 Attention: Astha Khanal

**A. POLICY INFORMATION**

1. Insurance Company:		Policy Number:
2. Policy Term: From:	To:	Endorsement Effective Date:
3. Named Insured:		
4. Address of Named Insured:		
5. Limit of Liability Any One Occurrence/Aggregate <b>\$1,000,000/\$3,000,000</b>		
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):		
7. "Claims Made" coverage: Retroactive Date:		
Tails:		

**B. POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED:** The Town, its elected or appointed officials, employees, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

**CONTRIBUTION NOT REQUIRED:** As respects: (a) work performed by the Named Insured for or on behalf of the Town; or (b) products sold by the Named Insured to the Town, or (c) premises leased by the Named Insured from the Town, the insurance afforded by this policy shall be primary insurance as respects the Town, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Town, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE:** The policy: (1) if primary, affords coverage at least as broad as Insurance Services Office form for Broad Form Commercial General Liability Insurance and Insurance Services Office form for Broad Form Commercial General Liability endorsement; or (2) if excess, affords coverage which is at least as broad as the Primary Insurance form referenced in the preceding Section (1).

4. **SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected or appointed officials, employees or volunteers.

6. **CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after THIRTY (30) days prior written notice by Certified Mail Return Receipt Requested have been given to the Town. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of \_\_\_\_\_  
Authorized Representative  
(original signature on endorsement furnished to the Town)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**AUTOMOBILE LIABILITY ENDORSEMENT**

TOWN OF LOS ALTOS HILLS  
 26379 FREMONT ROAD  
 LOS ALTOS HILLS, CA 94022  
 Attention: Astha Khanal

**A. POLICY INFORMATION**

1. Insurance Company:		Policy Number:
2. Policy Term: From:	To:	Endorsement Effective Date:
3. Named Insured:		
4. Address of Named Insured:		
5. Limit of Liability Any One Occurrence/Aggregate <b>\$1,000,000.00</b>		
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):		
7. "Claims Made" coverage: Retroactive Date:		
Tails:		

**B. POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED:** The Town, its elected or appointed officials, employees, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. **CONTRIBUTION NOT REQUIRED:** As respects: (a) work performed by the Named Insured for or on behalf of the Town; or (b) products sold by the Named Insured to the Town, or (c) premises leased by the Named Insured from the Town, the insurance afforded by this policy shall be primary insurance as respects the Town, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Town, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE:** This policy affords coverage to the Named Insured which is at least as broad as Insurance Services Office form for Automobile Liability, Code 1 ("any auto").

4. **SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected or appointed officials, employees or volunteers.

6. **CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after THIRTY (30) days prior written notice by Certified Mail Return Receipt Requested has been given to the Town. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of \_\_\_\_\_  
Authorized Representative  
(original signature on endorsement furnished to the Town)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**WORKERS COMPENSATION/EMPLOYEES LIABILITY ENDORSEMENT**

TOWN OF LOS ALTOS HILLS  
26379 FREMONT ROAD  
LOS ALTOS HILLS, CA 94022  
Attention: Astha Khanal

**A. POLICY INFORMATION**

1. Insurance Company:	Policy Number:
2. Endorsement Effective Date:	
3. Named Insured:	
4. Employer's Liability Limits (coverage B) <b>\$1,000,000.00</b>	

**B. POLICY AMENDMENTS:**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **CANCELLATION NOTICE:** The insurance afforded to this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after THIRTY (30) days prior written notice by Certified Mail Return Receipt Requested have been given to the Town. Such notice shall be addressed as shown in the heading of this endorsement.

2. **WAIVER OF SUBROGATION:** The Company agrees to waive all rights of subrogation against the Town, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Town.

**C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature of \_\_\_\_\_  
Authorized representative  
(original signature on endorsement furnished to the Town)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**CERTIFICATE OF INSURANCE**

TOWN OF LOS ALTOS HILLS  
 26379 FREMONT ROAD  
 LOS ALTOS HILLS, CA 94022  
 Attention: Astha Khanal

This certifies that the following described policies have been issued to the insured named below and are in force at this time.

Insured \_\_\_\_\_

Address \_\_\_\_\_

Description of operations/locations/products insured (show Contract name and/or number if any).

POLICIES AND INSURERS	LIMITS		EXPIRATION DATE Policy Number
	Bodily Injury	Property Damage	
Worker's Compensation Insurer	Employer's Liability \$		
Commercial General Liability Insurer	Each Occurrence Aggregate	Each Occurrence Aggregate Combined Single Limit	
Business Auto Policy Liability Coverage Symbol Insurer	Each Person Each Accident	Each Accident Combined Single Limit	
Umbrella Liability Insurer	Occurrence/Aggregate \$ Self-Retention \$		
The following coverages or conditions are in effect:			
Yes <input type="checkbox"/>	No <input type="checkbox"/>	The Town, its officials, and employees are named on all liability policies described above as insured as respects: (a) activities performed for the Town or on behalf of the named insured, (b) products and completed operations of the named insured and (c) premises owned, leased or used by the named insured	
Products and completed operations:			
Yes <input type="checkbox"/>	No <input type="checkbox"/>	The undersigned will mail to the Town 30 days written notice of cancellation or reduction of coverage or limits, cross liability clause (or equivalent wording).	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Personal Injury, perils A, B, and C.	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Broad form property damage.	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	X, C, U hazards included.	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Contractual liability coverage applying to this Contract.	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Liquor liability.	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Coverage afforded the Town, its officials, employees and volunteers as an insured applies as primary and not excess or contributing to any insurance issued in the name of the City.	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Waiver of subrogation from worker's compensation insurer.	

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

\_\_\_\_\_  
Agency or Brokerage

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home Office

\_\_\_\_\_  
Name of Person to be Contacted

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**NOTE:** Authorized signature may be the agent's, if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

**TOWN OF LOS ALTOS HILLS  
STATE OF CALIFORNIA**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Town of Los Altos Hills, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for the **Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23)**, and WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town of Los Altos Hills in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said Contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the Town of Los Altos Hills, its officers and agents as therein stipulated, then this obligation shall become invalid; otherwise it shall be and remain in full force and virtue.

Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this day of \_\_\_\_\_, 2023, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

(Acknowledgment)

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorneys-in-fact

(Acknowledgment)

Title \_\_\_\_\_

(Seal)

\_\_\_\_\_

(Witness)

Approved as to form:

\_\_\_\_\_  
City

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**TOWN OF LOS ALTOS HILLS  
STATE OF CALIFORNIA**

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Town of Los Altos Hills, a General Law City, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for the **Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23)**, and

WHEREAS, said Principal is required to furnish a bond with said Contract, to secure payment of claims of laborers, mechanics, or material persons employed on work under said Contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Town of Los Altos Hills in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being equal to the estimated amount payable by said Town of Los Altos Hills under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his/her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies, implements or machinery 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 such work or labor or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be voided. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plan, Standard Specifications, Special Provisions and other Contract Documents, no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this day of \_\_\_\_\_, 2023, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

(Acknowledgment)

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorneys-in-fact

(Acknowledgment)

Title \_\_\_\_\_

(Seal)

\_\_\_\_\_

(Witness)

Approved as to form:

\_\_\_\_\_

City

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**TOWN OF LOS ALTOS HILLS  
STATE OF CALIFORNIA**

**ESCROW FOR SECURITY DEPOSIT  
IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the Town of Los Altos Hills, whose address is 26379 Fremont Road, Los Altos Hills, CA 94022, hereinafter called "Town", hereinafter called "Contractor", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Town, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Town pursuant to the Construction Contract entered into between the Town and Contractor for the **Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23)**, in the amount of \_\_\_\_\_ dated (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Town shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Town within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Town and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

(2) The Town shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Town makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Town pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Town. These expenses and payment terms shall be determined by the Town, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Town.

(6) The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Town to the Escrow Agent that Town consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Town shall have a right to draw upon the securities if there is default by the Contractor. Upon seven days written notice to the Escrow Agent from the Town of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Town.

(8) Upon receipt of written notification from the Town certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the

Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) The Escrow Agent shall rely on the written notification from the Town and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the Town and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Town and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of Town:

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, the Town and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Town

Contractor

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

**TOWN OF LOS ALTOS HILLS  
STATE OF CALIFORNIA**

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Town of Los Altos Hills, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a Contract for the **Briones Way, Concepcion Road, and La Paloma Road Pathways (Project No. 427913-23)**, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under said Contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town of Los Altos Hills in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, during a maintenance period of one (1) year from the date of acceptance of the contracted work, the Contractor upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be invalid; otherwise it shall remain in full force and effect.

If any action shall be brought by Town upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of Town's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the Town named herein or the heirs, executors, administrator or successor of the Town.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this day of \_\_\_\_\_, 2023, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

(acknowledgment)

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorneys-in-fact

(Acknowledgment)

Title \_\_\_\_\_

(Seal)

(Witness)

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**TOWN OF LOS ALTOS HILLS  
PUBLIC WORKS DEPARTMENT**

**SPECIAL PROVISIONS**

**PART 1 - GENERAL PROVISIONS**

Section 1 of the Special Provisions shall conform with Section 1 of the Standard Specifications except as modified herein.

**SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS**

**1-1 DEFINITIONS**

The Contractor's attention is directed to Section 1, "Definitions and Terms" of the Standard Specifications. The following paragraphs are added to Section 1 of the Standard Specifications.

Wherever in the Standard Specifications, Plans, Special Provisions or other Contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follows:

- A. **Agency:** The Town of Los Altos Hills
- B. **Board:** The City Council of the Town of Los Altos Hills
- C. **Town:** The Town of Los Altos Hills
- D. **Engineer:** City Engineer of the Town of Los Altos Hills, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- E. **Laboratory:** Laboratories approved and authorized by the Engineer to test materials and work involved in the Contract.
- F. **Standard Specifications:** The State of California Department of Transportation Standard Specifications, 2018 Edition.
- G. **Special Provisions:** Any provisions, which supplement or modify the Standard Specifications, including technical specifications covering construction materials and methods.

## 1-2 ABBREVIATIONS

The Contractor's attention is directed to Section 1-1.06, "Abbreviations", of the Standard Specifications for the definition of commonly used abbreviations. Other abbreviations not defined in the Standard Specifications are given below.

<u>Abbreviation</u>	<u>Word or Words</u>
AB	Aggregate base rock
ASB	Aggregate subbase rock
CY	Cubic yards
EA	Each
JP	Joint utility pole
LBS	Pounds
LF	Linear feet
LS	Lump sum
SF	Square feet
SY	Square yards
TON	Tons (defined as 2000 pounds)
TP	Telephone pole

END OF SECTION

## **SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.

END OF SECTION

### **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, " Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements.

The right is reserved to reject all proposals.

Contractor's attention is directed to Section 3-1.04, "Contract Award" of the Standard Specifications.

The award of contract, if it is awarded, it will be made within 30 days after the opening of bids to the lowest responsible bidder whose proposal complies with all the Contract requirements. If the lowest responsible bidder refuses or fails to execute the Contract, the Town may award the Contract to the second lowest responsible bidder within 45 days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the Contract, the Town may award the Contract to the third lowest responsible bidder within 60 days after the opening of bids. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Engineer and the bidder concerned.

All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done. The Engineer's estimate of construction quantities is approximate only, being given as a basis for the comparison of bids. The Town does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 4-1.03, "Work Description", of the Standard Specifications.

END OF SECTION

## **SECTION 4 - SCOPE AND CONTROL OF THE WORK**

The scope and control of work shall be governed by the provisions in Section 4, "Scope of Work" and Section 5, "Control of the Work" of the Standard Specifications and these Special Provisions.

### **4-1 SUBCONTRACTS**

Contractor's attention is directed to Section 5-1.13, "Subcontracting" of the Standard Specifications.

The listing of proposed subcontractors required by said Section 5-1.13 of the Standard Specifications shall include a description of the portion of the work which will be done by each subcontractor. A sheet for listing the subcontractors, as required, is included in the proposal.

### **4-2 CONTRACT BONDS**

The successful bidder shall furnish a Payment Bond and a Faithful Performance Bond according to Section 3-1.05, "Contract Bonds" of the Standard Specifications, and as specified below.

The form of said Payment Bond and Faithful Performance Bond can be found with the Contract Documents. Only said bond forms provided by the Town shall be acceptable. The bonds shall be in the amount of at least one-hundred percent (100%) of the amount of the Contract.

The Contractor shall guarantee the entire work constructed under the Contract to be free of defects in material and workmanship for one-year following the date of City Council acceptance of work.

The Contractor shall agree to make, at his/her expense, any repairs or replacements made necessary by defects in materials or workmanship which become evident within said guarantee period.

The Contractor shall further agree to indemnify and hold harmless the Town and Engineer, their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects.

The Contractor shall make all repairs and replacements within the time indicated on the Maintenance Bond required below upon receipt of written order from the Engineer. If the Contractor fails to make the repairs and replacements within said period of time, the Town may do the work and the Contractor and his/her surety shall be liable to the Town for the cost of the work.

The guarantee and conditions specified above shall be secured by a Guarantee Surety Bond (or Maintenance Bond) which shall be delivered by the Contractor to the Town prior to City Council acceptance of the work. Said bond shall be in the form approved by the Town and executed by a surety company or companies satisfactory to the Town, in the amount of ten (10) percent of the Contract price or \$1,000.00, whichever is greater. Said bond shall remain in force for the duration of the guarantee period specified. The form of said bond can be found among the Contract Documents which is part of these provisions.

In addition to the Contractor's one-year guarantee, upon completion of the project and as a condition of acceptance of the project, the Contractor may be required to deliver to the Engineer written manufacturer warranties from manufacturers and/or subcontractors that guarantee and warrant specific products and installations against defects in materials and workmanship for periods following acceptance of the project. Such manufacturer warranties, if required, shall be so indicated in Sections under "Construction Materials" of the Special Provisions.

### 4-3 PLANS AND SPECIFICATIONS

The following is added to Section 4-1.02, "Intent of the Standard Specifications".

The work embraced herein shall be done in accordance with the Standard Specifications, 2018 Edition, insofar as the same may apply; and in accordance with the State Department of Industrial Relations General Prevailing Wage Rates, the State Department of Transportation Labor Surcharge and Equipment Rental Rates, the Special Provisions and the Contract Documents.

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. In the event Contractor discovers any apparent error, discrepancy or omission, he/she shall immediately call upon the Engineer to make a determination and decision on the matter. Should any discrepancy appear, or misunderstanding arises regarding any issue described in the Contract Documents, the explanation of the Engineer in relation thereto shall prevail.

If there is any conflict between the Standard Specifications and the Special Provisions of these Specifications, the Special Provisions shall take precedence and shall be used in lieu of such conflicting portions.

The work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents. In addition to the drawings incorporated with or referred to in these Contract Documents, the Engineer shall, from time to time during the progress of the work, furnish such additional drawings as may be necessary to clarify or define the intent of the Contract Documents in greater detail. The Contractor shall make his/her work conform to all such drawings.

The plans for this project shall be as follows:

<u>Sheet Name</u>	<u>Sheet No.</u>		<u>Total</u>
TITLE SHEET & NOTES	1	OF	4
SITE PLAN	2	OF	4
DETAILS	3	OF	4
STORMWATER BMP SHEET	4	OF	4

### 4-4 SHOP DRAWINGS AND SUBMITTALS

Contractor's attention is directed to the Standard Specifications Section 5-1.23B(2), "Shop Drawings." Approval of drawings by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the drawings or from deviations from the Contract Document.

### 4-5 WORK TO BE DONE

The work consists of earthwork, vegetation clearing, installation of type 2B pathway, and all associated work.

END OF SECTION

## **SECTION 5 - CHANGES IN WORK**

Changes in work shall be governed by provisions in Section 4, "Scope of Work" of the Standard Specifications, except as modified herein.

### **5-1 CHANGES INITIATED BY THE TOWN**

Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

Changes greater than 25 percent of the total cost of the following Contract items may be made by the Town without adjustment in the Contract unit prices.

### **5-2 EXTRA WORK**

Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

Extra work shall require a signed Contract Change Order, or a written order from Town authorizing Contractor to proceed with extra work for an agreed upon price.

#### **5-2.1 GENERAL**

The following paragraph is added to Section 9-1.05, "Extra Work Performed by Specialists" of the Standard Specifications: When forces or labor used for extra work are not those of the Contractor or subcontractors, such forces or labor shall be treated as subcontractors.

Said forces or labor shall be considered as employees of the Contractor, and the Contractor shall be responsible for their work.

#### **5-2.2 PAYMENT**

The following paragraph is added to Section 4-1.05, "Changes and Extra Work" of the Standard Specifications: When changes in work are to be paid for as extra work in accordance with Section 4-1.05, "Changes and Extra Work" of the Standard Specifications, the labor, materials and equipment used in the performance of such work shall be subject to the approval of the Engineer.

##### **5-2.2.1 FORCE ACCOUNT PAYMENT**

Force account payment shall conform to Section 9-1.04 of the Standard Specification and these Special Provisions.

##### **5-2.2.2 BASIS FOR ESTABLISHING COSTS**

(a) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for supervisors shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid.

Non-direct labor costs including superintendence shall be considered part of the markup of Subsections 9-1.04B, "Labor", 9-1.04C, "Material" and 9-1.04D, "Equipment Rental."

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Agency.

(c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Agency than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the Work site at no expense to the Agency. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the work site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work, plus the time required to move it from its previous site and back or to a closer site.

Other Items. The Agency may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required for the Work and which are of a type not ordinarily available from the Contractor or any of the Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

### 5-2.2.3 MARKUP

(a) Work by Contractor. The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	<b>20</b>
Materials	<b>15</b>
Equipment Rental	<b>15</b>
Other Items and Expenditures	<b>15</b>

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

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in Subsection 9-1.04 shall be applied to the Subcontractor's actual cost of such work, and an additional markup of 5 percent may be added by the Contractor. Said additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

### **5-3 RESOLUTION OF CONSTRUCTION CLAIMS**

The Contractor's attention is directed to Section 9-1.22, "Arbitration" of the Standard Specifications.

The Section numbers under resolution of construction claims correspond to Section numbers within the California Contract Code.

Exhibit A

ARTICLE 1.5. RESOLUTION OF CONSTRUCTION CLAIMS

Section

- 2012 4. Application of article; inclusion of article in Plans and Specifications.
- 2012 4.2. Claims; requirements; tort claims not covered by this article.
- 20140.4. Civil actions; mediation and arbitration, qualifications and expenses of mediators and arbitrators; trial de novo; witnesses.
- 2012 4.6. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment.
- 2012 4.8. Duration of article; application of article to Contracts between January 1, 1991 and January 1, 1994.

*Article 1.5 was added by Stats.1990, c.1414 (A.B.4165), § 2.*

Repeal

*Article 1.5 is repealed by § 2012 4.8 on January 1, 1994.*

§ 2012 4. Application of article; inclusion of article in Plans and Specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local agency.

(2) This article shall not apply to any claims resulting from a Contract between a Contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public Work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

**Additions or changes are indicated by underline; deletions by asterisks \* \* \***

(2) "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 expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the Plans or Specifications for any work which may give rise to a claim under this article.

(d) This article applies only to Contracts entered into on or after January 1, 1991.  
(Added by Stats.1990, c.1414 (A.B.4165), § 2.)

Historical and Statutory Notes

1990 Legislation: Former § 2012 4 was renumbered § 2012 3.5 and amended by Stats.1990, c.1414 (A.B.4165), §1.

§ 2012 4.2. Claims; requirements; tort claims not covered by this article

For any claim subject to this article, the following requirements apply:

(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

(c) writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses

\* \* \* to the claim 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 15 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of 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 in 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 \* \* \* to the claim 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.

(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 an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) \* \* \* Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim \* \* \* as provided in 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 these 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 that claim is

denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process (f). This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

(Added by Stats.1990, c. 1414 (A.B.4165), § 2. Amended by Stats.1991, c. 1029 (A.B.1086), § 1.)

**Additions or changes indicated by underline; deletions by asterisks \* \* \***

Historical and Statutory Notes

1991 Legislation: The 1991 amendment substituted "defenses to the claim" for "defenses or claims" in subds. (b)(1) and (c)(1); inserted "as a result of the meet and confer process," and made other non-substantive changes, subd. (e); and added subd. (f).

§ 2012 4.4. Civil actions; mediation and arbitration; qualifications and expenses of mediators and arbitrators; trial de novo; witnesses

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 or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (starting with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 starting with Section 2023 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) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, \* \* \* any party \* \* \* who after receiving an arbitration award \* \* \* requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, \* \* \* pay the attorney's fees \* \* \* of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(Added by Stats.1990, c. 1414 (A.B.4165), § 2. Amended by Stats.1991, c. 1029 (A.B.1086), § 2.)

Historical and Statutory Notes

1991 Legislation: The 1991 amendment inserted "or by stipulation of both parties," and the last sentence, in subd. (a); inserted subds. (b)(2) and (c); and rewrote and redesignated former subd. (b)(2) as (b)(3), which provision had read: "(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of 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 the appeal of the other party."

(a) No local agency shall fail to pay money as to any portion § 2012 4.6 Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment. of a claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under Section 2012 4.4 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.

*End of Exhibit A*

Exhibit B

Article 1.7      MODIFICATIONS, PERFORMANCE, PAYMENT

Section

2012 4.50. Timely progress payments; legislative intent; interest; payment requests

*Article 1.7 was added by Stats.1992, c. 799 (S.B.56), § 2.*

§      2012 4.50 Timely progress payments, legislative intent, interest, payment requests

(a) (1) It is the intent of the Legislature in enacting this Section to require all local governments to pay their Contractors on time so that these Contractors can meet their obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business as in the private sector which may Contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction Contract shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor when practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any Contract subject to this article.

(Added by Stats.1992, c.799 (S.B.56), § 2.)

*End of Exhibit B*

END OF SECTION

## **SECTION 6 - CONTROL OF MATERIALS**

Attention is directed to Section 6, "Control of Materials" of the Standard Specifications.

All materials, parts, and equipment furnished by the Contractor in the work shall be new, high grade, and free from defects. Quality of work shall be in accord with the generally accepted standards. Material and work quality shall be subject to the Engineer's approval.

END OF SECTION

## **SECTION 7 - UTILITIES**

Attention is directed to Section 5-1.36C, "Non-Highway Facilities" of the Standard Specifications.

The Contractor shall call for Underground Service Alert and work with utility companies to determine the location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which may affect or be affected by its operations. Full compensation for utility relocation and adjustment for construction of pathways shall be included Under Utility Adjustment bid item and no additional compensation will be allowed therefore.

END OF SECTION

## **SECTION 8 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

The prosecution of work, progress and acceptance of work shall be done according to Section 8, "Prosecution and Progress" of the Standard Specifications except as modified in these provisions.

### **8-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK**

In addition to the requirements of Section 8-1.02, "Schedule," Section 8-1.02C and, "Level 2 Critical Path Method Schedule" and Section 8-1.03, "Preconstruction Conference" of the Standard Specifications, the following shall also apply.

The Contractor shall not begin work until the Town issues the Notice to Proceed. Contractor shall begin work within five (5) working days from the date of issuance of the Notice to Proceed and shall diligently prosecute the work to completion before the expiration of **thirty (30) working days**. The Town shall begin charging working days on the fifth day following the date of issuance of the Notice to Proceed.

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at Town Hall between the Town and the Contractor. The purpose of this meeting shall be to discuss the scope of work, the Plans and Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and satisfactory completion of the project as required. The Contractor's representatives at this conference shall include the field superintendent, supervisors, and major subcontractors. The pre-construction conference will be scheduled immediately after the Contract agreement has been approved by the Town.

### **8-2 WRITTEN NOTICE AND REPORT**

Section 8-1.06, "Suspensions" the Standard Specifications is amended to include the following:

If the Contractor desires payment for a delay as specified in Subsection 8-1.07, "Delays", or an extension of time, he/she shall, within seven (7) days after the beginning of the delay, file with the Town a written request and report as to the cause and extent of the delay. Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by the Town to consider such requests.

Upon receipt of a written request for extension of time or payment, the Town shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

### **8-3 WORKING DAY**

The following paragraphs are added to Section 8-1.05, "Time" of the Standard Specifications.

The Contractor's working day activities shall be limited to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding designated Town holidays. Deviation from normal working hours will not be allowed without prior written consent of the Engineer.

In the event work is allowed by the Engineer outside of the above working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$175 per hour per inspector, including travel time where applicable, with a minimum hourly charge for four (4) hours.

The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise ensure the quality of the work.

The following are the designated Town holidays:

1. January 1 (New Year's Day)
2. The third Monday in January (Martin Luther King's Birthday)
3. The third Monday in February (President's Day)
4. The last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. The first Monday in September (Labor Day)
7. The second Monday in October (Columbus Day)
8. November 11 (Veterans' Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. The day after Thanksgiving Day
11. December 24 (Christmas Eve)
12. December 25 (Christmas Day)

#### **8-4 COMPLETION AND ACCEPTANCE**

Contractor's attention is directed to Section 5-1.46, "Final Inspection and Contract Acceptance" of the Standard Specifications.

#### **8-5 LIQUIDATED DAMAGES**

The Contractor's attention is directed to Section 8-1.10, "Liquidated Damages" of the Standard Specifications. The Contractor shall pay the Town of Los Altos Hills the sum of **One thousand Seven Hundred (\$1,700.00) per day** for each calendar day delay in completing the work in excess of the number of working days allowed for the Contract.

#### **8-6 USE OF IMPROVEMENT DURING CONSTRUCTION**

The following paragraphs are added to the provisions in Section 7-1.03, "Public Convenience" of the Standard Specifications:

Contractor will not be allowed any compensation due to any delay, hindrance, or inconvenience to his/her operation caused by Town's decision to take over all or part of any completed facility or appurtenance.

Full compensation for conforming to the requirements in this Section of the Special Provisions shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

END OF SECTION

## **SECTION 9 - RESPONSIBILITIES OF THE CONTRACTOR**

### **9-0.1 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2) "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

### **9-0.2 PREVAILING WAGE**

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Town of Los Altos Hills, Public Works Department. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

### **9-0.3 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

### **9-0.4 SUBCONTRACTING**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, "Bidding," and Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions.

### **9-0.5 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

### **9-0.6 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

## **9-1 LAWS**

Attention is directed to Section 7-1.02K, "Labor Code" of the Standard Specifications and these Special Provisions.

The general prevailing wage rates applicable to the County of Santa Clara are listed in the publication titled "General Prevailing Wage Rates." This document is hereby made part of this Contract by reference. Copies of the current versions of this document are on file in the Office of the City Clerk, 26379 Fremont Road, Los Altos Hills, CA 94022,

The Town will not recognize any claim for additional compensation because of payment by the Contractor of any wage in excess of the prevailing wage rates set forth in the General Prevailing Wage Rates which is part of this Contract. The possibility of wage increases is one element to be considered by the Contractor in determining his/her bid, and will not under any circumstances be considered as a basis of claim against the Town on the Contract.

The Contractor shall comply with Labor Code Sections 1774 and 1775. The Contractor shall forfeit, as a penalty, \$50.00 per each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates in violation of the provisions of the Labor Code and in particular Labor Code Section 1770 to 1780 inclusive. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amounts paid for each worker paid less than the stipulated prevailing wage rates shall be paid to each of said workers by the Contractor.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of this chapter."

Attention is also directed to the requirements of the California Fair Employment and Housing Act (Government Code Section 12900 through 12996 - Stat. 1980, Chapter 992), to the regulations promulgated by the Fair Employment and Housing Commission to implement said Act, and to the non-discrimination, affirmative action and equal employment opportunity requirements in these Special Provisions.

If the project is funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations of such fiscal assistance program incorporated into the Special Provisions.

### **9-1.1 PAYROLL RECORDS**

The Contractor and subcontractor's attention is directed to the provisions of Section 1776 of the California Labor Code and to the requirements therein pertaining to the keeping, availability, and filing of accurate payroll records of all journeymen, apprentices, and other workers performing work under this Contract. The Contractor agrees to comply with the requirements of said section.

Prior to each monthly progress payment, the Contractor shall deliver to the Engineer copies of certified payrolls of its and all subcontractors' forces performing work at the job site (or sites established primarily for

the work) for labor compliance purposes and extra/force account considerations. Such records shall be kept current on an effective day or period basis and in a form acceptable to the Engineer. At a minimum, the form shall include the following information:

1. Employee identification by name
2. Employee's address and social security number
3. Employee's craft and classification (in accordance with Director of Industrial Relations' wage determinations)
4. Employee's actual per diem wages (in compliance with Part I, Notice to Contractors, and this Section GC-20, Laws and Regulations)
5. Employee's subsistence and travel allowance (as applicable)
6. Employee's straight time and overtime hours worked each day and week
7. Itemized deductions made from employee's wages
8. Apprentices and ratio of apprentices to journeymen
9. Contractor's or subcontractor's firm or company name, date or period for which applicable wage rates and allowances are effective, and the employer's signature.

The certified payroll records shall be kept on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division in addition to the above-listed information.

In addition to submitting the certified payrolls to the Engineer, the Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner.

Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury stating: (1) The information contained in the payroll is true and correct; and (2) The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the Project.

The Contractor shall inform the City of the location of the above payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting certified payroll records. In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District shall be marked or obliterated in accordance with California Labor Code section 1776.

Compliance with the above provisions of this Part II, and California Labor Code, Section 1776, shall be the responsibility of the Contractor or subcontractor. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation that include, but are not limited to, payment of prevailing wages.

### **9-1.2 LIABILITY INSURANCE**

Attention is directed to Section 7-1.06, "Insurance" of the Standard Specifications and these Special Provisions.

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 with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors. The cost of such insurance shall be considered as included in the prices for the various Contract items of work involved and no additional compensation will be allowed therefore.

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 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. Commercial General Liability: \$3,000,000 combined single limit, annual aggregate for bodily injury, personal injury and property damage; and with a minimum of \$1,000,000.00 per occurrence.
2. Automobile Liability: \$1,000,000 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 Retention.** Any deductibles or self-insured retention must be declared to and approved by the Town. At the option of the Town, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Town, its officers, officials and employees; 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, the following provisions:

1. General Liability and Automobile Liability Coverage.
  - a. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor;

products and completed operations of the Contractor, premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- d. 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 Town, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.

3. All Coverage.

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 except after THIRTY (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

**E. Acceptability of Insurers.** Insurance is to be placed with insurers with a best rating of no less than A:VII.

**F. Verification of Coverage.** Contractor shall furnish Town with certificates of insurance and with original endorsements effecting 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 received and approved by the Town before starting work. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

**G. Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

### 9-1.3 HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTOR

Contractor shall take all responsibility of the work, shall bear all losses and damages directly or indirectly resulting to him/her, to any subcontractor, to the Town, to Town officers and employees, or to parties designated by the Town, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless the Town, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the Town, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. By execution of this

agreement, Contractor acknowledges and agrees that he/she has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance Contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

#### **9-1.4 RESPONSIBILITY FOR DAMAGE**

Attention is directed to Section 7-1.05, "Indemnification" of the Standard Specifications.

The Town of Los Altos Hills and all officers and employees thereof connected with the work, including but not limited to 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; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either work persons or public; or for damage to property from any cause which might have been prevented by the Contractor, or his/her crew, or any one employed by him/her.

It is the intent of the parties that the Contractor will indemnify and hold harmless the Town, its officers and employees from any and all claims, suits or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the Town, Contractor, subcontractor or employee of any of these, other than the active negligence of the Town, its officers and employees.

#### **9-1.5 FAILURE TO MAINTAIN INSURANCE**

During the term of this Agreement and until final completion and acceptance of work by the Town, the Contractor shall maintain in full force and effect insurance coverage in the forms and amounts specified in the Special Provisions and the Contract Documents. If, at any time during the performance of this Contract, Contractor fails to maintain any item of required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and Town will withhold all Contract Payments due or that become due until notice is received by Town that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Town.

#### **9-1.6 REGISTRATION OF CONTRACTORS**

Before submitting bids, Contractors shall be licensed in accordance with the provisions of the State Contractors' License Law, Business and Professions Code 7000 et seq. as amended. Pursuant to California Labor Code section 1771.4, the project that is the subject and purpose of this contract is subject to prevailing wage compliance monitoring by the California Department of Industrial Relations.

Pursuant to California Labor Code section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code, subject to limited legal exceptions.

#### **9-2 PERMITS**

Contractor's attention is directed to Section 5-1.20B Permits, Licenses, Agreements, and Certifications, of the Standard Specifications and these Special Provisions. In addition to the requirements of Section 5-1.20B- of the Standard Specifications, the following requirements shall also apply.

Prior to commencement of work, the Contractor shall obtain and pay for all applicable permits from the Town. The following Town permits are required:

##### **1. Business License (obtain from Finance Department)**

Contractor shall comply with all conditions set forth in these permits and agreements, and shall bear the full costs of all expenses incurred in such compliance. Full compensation for said expenses incurred for complying with the conditions and requirements of these permits shall be considered included in the various contract items of work, and no additional payment will be made therefore.

Copies of these permits are attached or are available and may be inspected at the offices of the Director of Public Works, 26379 Fremont Road, Los Altos Hills, CA 94022.

Contractor represents and warrants the Town that he/she has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his/her profession. Contractor represents and warrants the Town that Contractor shall, at his/her sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor to practice his/her profession.

A Los Altos Hills Business License is required of any person who transacts or conducts any business, trade, profession, calling or occupation in the Town of Los Altos Hills. The Contractor shall submit a copy of his/her receipt or other evidence showing payment of the current Town of Los Altos Hills Business license.

### **9-3 THE CONTRACTOR'S REPRESENTATIVE**

#### **9-3.1 INDEPENDENT CONTRACTOR**

At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of Town. The Town shall have the right to control Contractor only insofar as the results of the Contractor's services rendered pursuant to this Agreement.

#### **9-3.2 CONTRACTOR NOT AGENT**

Except as Town may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.

#### **9-3.3 ASSIGNMENT PROHIBITED**

No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be voided and of no effect.

### **9-4 PROJECT SITE MAINTENANCE**

#### **9-4.1 SOUND CONTROL REQUIREMENTS**

The Contractor's attention is directed to Section 14-8.02, "Noise Control" of the Standard Specifications. The noise level from the Contractor's operations, between the hours of 8:00 a.m. and 5:00 p.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves Contractor from the responsibility for complying with local ordinances regulating noise levels.

Said noise level requirement shall apply to all equipment on the job or related to the job including, but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

#### **9-4.2 CLEAN UP AND DUST CONTROL**

The Contractor's attention is directed to Section 4-1.13, "Clean Up" and Section 14-11.04 "Dust Control" of the Standard Specifications and these Special Provisions. All excess material shall become the property of the Contractor to be disposed of Town property as it sees fit. Full compensation for compliance with this Section shall be considered included in the Contract prices paid for the various items of work and no separate compensation will be made therefore.

#### **9-5 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications.

#### **9-6 PUBLIC CONVENIENCE AND SAFETY**

The Contractor's attention is directed to Section 7-1.03, "Public Convenience" and Section 7-1.04, "Public Safety" of the Standard Specifications.

##### **9-6.1 TRAFFIC AND ACCESS**

The following paragraph is added to Section 7-1.03, "Public Convenience" of the Standard Specifications. Contractor shall not obstruct public pedestrian pathways with construction material or equipment.

##### **9-6.2 STREET CLOSURES, DETOURS, BARRICADES**

The following paragraphs are added to Section 12, "Temporary Traffic Control" of the Standard Specifications. The Contractor's attention is also drawn to Section, 7-1.03 "Public Convenience" and Section 12-4, "Maintaining Traffic" of the Standard Specifications.

The Contractor may establish "No Parking" zones contiguous to the work area by posting signs. The Town will enforce parking restrictions only when the Contractor has posted the proper signs and has notified the County of Santa Clara Sheriff Department a minimum of 48 hours in advance of the required restriction period. Access to private property shall be maintained at all times.

With specific approval by the Engineer the affected portions of the streets listed below may be closed to through traffic: **None**

Access for local residents and businesses shall be maintained. At the end of each working day these streets shall be reopened to through traffic with proper barricades, warning devices and temporary striping. No two adjacent streets shall be closed at the same time during the construction of a given segment. The Contractor shall furnish and maintain all signs, lights, barricades, and flag persons necessary as determined by the Engineer. If these streets are closed, the Contractor shall proceed expeditiously and with consideration for public convenience from the start of excavation to completion of paving.

**The contractor shall submit traffic control plan(s) prepared by a licensed traffic engineer for Town engineer review and approval two weeks prior to commencing work.** Construction signs, lights, barricades, etc., shall conform to the latest revision on the California Manual on Uniform Traffic Control Devices, by the California Department of Transportation.

Flashing arrow signs (24-hour operation) shall be required by Engineer if deemed necessary for safe construction operations at busy streets. All barricades shall have operating warning lights. Barricades shall be placed TWENTY (20) feet center to center maximum.

If a hazardous condition is observed and the Town notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition

immediately, the Town reserves the right to install or have installed the necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due the Contractor.

Full compensation for compliance with this Section shall be considered as included in the Contract price paid for traffic control and no separate payment will be made therefore.

### **9-6.3 PUBLIC SAFETY**

In addition to the requirements of Section 7-1.04, "Public Safety" of the Standard Specifications, the following shall also be required of the Contractor.

**Contractor must submit one set of a Safety Plans to the City Engineer/ within seven (7) working days from the date the City Council awarded the project.**

It is the Contractor's responsibility to provide for the safety of traffic and the public. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he/she shall, at his/her expense and without cost to the Town, furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public. Such fences, temporary railing, barricades, lights, signs and other devices furnished, erected and maintained by the Contractor, at his/her expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

#### **9-6.3.1 SAFETY ORDERS**

Contractor's attention is directed to Section 7-1.02K(6) "Occupational Safety and Health Standards" and Section 7-1.04, "Public Safety" of the Standard Specifications.

The following paragraph is added to Section 7-1.02K(6) of the Standard Specifications:

Notwithstanding any provisions of the Standard Specifications and the Special Provisions, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and Local Laws, Regulations, Ordinances, Standards and Codes. Where any of these are in conflict, the more stringent requirement shall be followed.

### **9-7 ANTITRUST CLAIMS**

Contractor's attention is directed to Section 7-1.02L (2), "Antitrust Claims," of the Standard Specifications.

END OF SECTION

**SECTION 10 - FACILITIES FOR AGENCY PERSONNEL [NOT USED]**

Attention is directed to Section 11, "Mobilization" of the Standard Specifications.

END OF SECTION

## **SECTION 11 - MEASUREMENT AND PAYMENT**

### **11-1 PAYMENTS**

#### **11-1.1 WORK NOT ITEMIZED IN THE CONTRACT PRICE SCHEDULE**

Full compensation for items of work and/or requirements called for on the Plans, Contract Documents (including the Special Provisions) and/or Standard Specifications but not itemized or included in the Item Price Schedule as a specific bid item shall be considered included by the contractor or bidder in one or more of the various bid items and no additional compensation will be paid, therefore.

#### **11-1.2 RELEASE OF RETENTION**

The following paragraphs are added to Section 9-1.17D, "Final Payment and Claims" as follows:

The work will be inspected by the Engineer for acceptance when the Contractor has completed the final inspection punch list items of corrective work. If, in the Engineer's judgment, the work has been completed according to the plans and specifications, the Engineer will recommend acceptance of the work to the City Council at their next meeting. The Council may accept or conditionally accept the project.

The date the City Council accepts the project will be the date the Contractor is relieved from responsibility to protect the work. A lien period of 35 calendar days shall begin from the date Council accepts the project. Final payment of amounts deducted and placed in an escrow account or retained from the final contract amount shall be paid to the Contractor at the end of this lien period. Exception shall be those amounts required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

#### **11-1.3 PARTIAL AND FINAL PAYMENT**

The following paragraph is added to Section 9-1.16, "Progress Payments" and Section 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications:

The making and acceptance of the final payment shall constitute a waiver of all claims by the Town, other than those arising from any of the following: (1) unsettled liens, (2) faulty work appearing within twelve (12) months after final payment, (3) requirements of the specifications, or (4) manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

#### **11-1.4 MOBILIZATION**

The following paragraphs are added to Section 9-1.16D, "Mobilization" of the Standard Specifications.

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; project records and documents, obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, developing construction water supply, providing on-site sanitary facilities, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds, development, implementation and maintenance of a Water Pollution Control Program (WPCP), demobilization and all other mobilization work, and for 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.

END OF SECTION

**SECTION 12 – APPROXIMATE QUANTITY [NOT USED]**

END OF SECTION

**SECTION 13 & 14 (BLANK)**

## **PART 2 - CONSTRUCTION METHODS & MATERIALS**

Materials for this project shall conform to the State of California Department of Transportation Standard Specifications, 2018 Edition.

### **SECTION 15 - GENERAL REQUIREMENTS**

The Contractor shall furnish all labor, materials, equipment, and incidentals required to perform all operations in connection with the project, in accordance with the lines, grades, design and dimensions shown on the Plans, the Standard Specifications and these Special Provisions.

#### **15-1 SCOPE OF WORK**

The project consists of installing improvements on specific streets identified under Section 12 of these Special Provisions. The general work includes:

- a. Install Type 2B pathway.
- b. Clear, grub, and trim vegetation and trees.
- c. Perform other miscellaneous work as required in the Plans or Specifications.

The site is presently in the condition it will be at the commencement of work. Failure to visit the site will not relieve the Contractor from the responsibility of executing the job as required by the Plans and Specifications.

The Contractor shall verify the location of all features pertaining to this work and resolve any discrepancies with the Engineer before commencing work.

#### **15-2 PUBLIC RELATIONS**

Attention is directed to Sections 7-1.03 of the Standard Specifications regarding public convenience, safety, indemnification and preservation of property.

#### **15-3 PROTECTION OF UTILITIES**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. minor lines such as water, gas, electric, telephones, sewer lines, etc., may not be precisely located. It shall be the sole responsibility of the Contractor to determine the exact depth and location of all major and minor utilities on site whether indicated on plans or not by potholing. Utility lines, such as services damaged by the Contractor's work, shall be promptly repaired at the Contractor's expense; and no additional compensation will be allowed therefor.

The Contractor shall notify each Utility Company before excavating near its facility. Call USA (Underground Service Alert) at 1 (800) 227-2600 before starting any excavation.

#### **15-4 PERMITS AND LICENSES**

The Contractor and each of his/her subcontractors shall obtain a Town Business License from the Town Finance Department and pay the permit fee prior to starting work.

#### **15-5 EXISTING IMPROVEMENTS**

Attention is directed to the fact that the Plans and Specifications generally make no attempt to show trees, shrubs, lawns, landscape irrigation systems and other improvements within the work area.

Trees, shrubs, lawns, irrigation systems and other landscape improvements damaged by the Contractor or subcontractor shall be the Contractor's responsibility; and he/she shall replace or repair same as the existing at his/her own expense and shall be solely liable therefor.

All required construction shall match existing or otherwise shall be in accordance with the Town Standards, or as directed by the Engineer.

#### **15-6 DUST CONTROL**

Attention is directed to Section 14-11.04 of the Standard Specifications. The application of sufficient water or dust palliative to prevent the spread of dust shall be included in the price bid for the various items of work.

The rate and number of applications shall be at the initiative of the Contractor, or as directed by the Engineer.

The Contractor shall provide the water to be used on the project site from his/her resources and pay for the cost of water used in construction; and no additional payment will be allowed therefore.

#### **15-7 PUBLIC CONVENIENCE AND SAFETY**

Reference is made to Section 7-1.03 of the Standard Specifications. The Contractor shall be responsible for providing barricades and warning signs at the job site.

Full compensation for furnishing all safety devices, barricades, etc., shall be considered as included in price paid for Traffic Control and no additional compensation will be allowed therefore.

##### **15-7.1 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS**

###### **15-7.1.1 GENERAL**

Traffic control shall meet the requirements of Section 7-1.04, "Public Safety" the Standard Specifications, and these Special Provisions-

The Contractor shall install and maintain construction area signs on all approaches to the various work sites throughout the duration of the construction activities.

The Contractor shall submit a traffic control plan for each street work area for review and approval by the Engineer. At major intersections, the Contractor shall use flag persons to control traffic during construction. Flashing arrow boards shall be used to control traffic on all streets where necessary and as directed by the Engineer.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation next to the traveled way shall be removed from the traveled way. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right-of-way.

### 15-7.1.2 CONSTRUCTION AREA SIGNS

All construction area signs shall conform to the nominal dimensions, color and legend requirements of the plans, the current Manual of Traffic Controls and these Specifications. All sign panels shall be the product of a commercial sign manufacturer, and shall be as specified in these Specifications, all shall include the Contractor's name and phone number on back.

Sign panels for all construction area signs shall be visible at 500 feet and legible at 300 feet, at noon on a cloudless day and at night under illumination of legal low beam headlights, by persons with vision of or corrected to 20/20.

The Contractor shall clean all construction area sign panels at the time of installation and as often thereafter as the Engineer determines to be necessary.

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements of the current Manual of Traffic Controls. A significant difference between day and nighttime reflective color will be grounds for rejecting signs.

Construction signs shall be installed as follows:

The height to the bottom of the sign panel above the edge of traveled way shall be at least 5 feet, except when the sign is located in the path of pedestrians or bicycles the height to the bottom of the sign panel above the edge of the traveled way shall be at least 7 feet. C-4, C-6 and W-33 signs shall be placed on Type I barricades, with operating flashers immediately next to the work.

Construction area sign posts may be installed on above ground temporary platform sign posts or supports as approved by the Engineer, or the signs may be installed on existing lighting standards or other supports as approved by the owner of the support. When construction area signs are installed on existing lighting standards, holes shall not be made in the standards to support the sign.

Place construction area signs one at the beginning of the work area and one at end of the work area for each street. The signs shall be 4 by 4 feet in size minimum. The signs shall be installed seven (7) days in advance prior to the beginning of work. The signs shall display the following:

- BRIONES WAY or CONCEPCION ROAD or LA POLOMA ROAD PATHWAY PROJECT
- SCHEDULE OF WORK
- CONTACT PHONE NUMBER: TOWN OF LOS ALTOS HILLS, PUBLIC WORKS DEPARTMENT
- "EXPECT DELAYS DURING CONSTRUCTION"

### 15-8 NOTIFICATION

At least 48 hours prior to commencement of work, the Contractor shall notify the following agencies:

Town of Los Altos Hills Public Works Department	(650) 941-7222
County of Santa Clara Sheriff Department	(408) 808-4400
Santa Clara County Fire Department	(408) 299-3144
Underground Service Alert (USA)	(800) 227-2600
Green Waste Recovery, Inc.	(650) 947-4994

The Contractor shall also notify all Utility Companies that have underground facilities within the limits of work, and cause them to locate their utility lines through pavement markings or other appropriate measures.

The Contractor shall keep the County of Santa Clara Sheriff Department and Santa Clara County Fire Department informed daily regarding barricades and detours.

#### **15-9 CONVEYANCE AND STORAGE**

Except where otherwise specified, the Contractor shall furnish all necessary means of conveyance to transfer material to its proper work site or storage, and shall pay all costs of the right-of-way rents or leases thereby made necessary.

As required, adequate precautions shall be taken by the Contractor to protect and preserve stored items, including providing fencing, etc. At no time will the Town be responsible for preservation or protection of items stored on Town property or elsewhere. Upon completion of work all right-of-way areas permitted to be used as storage shall be returned to its original condition.

Construction materials and equipment to be utilized during any given day may be stored next to work area or structures in order to utilize said materials and equipment, within the temporarily closed street area. However, all such materials and equipment either shall be utilized or removed at the close of each day. At no time shall such materials or equipment remain overnight without the prior permission of the Engineer.

In addition, at no time shall such items be stored on pathways, nor shall such storage interfere with maintenance of traffic requirements.

#### **15-10 EXCESS MATERIAL**

Excavated material, which is not to be salvaged, shall become the property of the Contractor to be disposed of at approved disposal sites.

The cost of this disposal shall be considered included in the various bid items and no additional compensation will be allowed therefore.

#### **15-11 POLLUTION CONTROL**

The Contractor shall follow all requirements of the Bay Area Air Quality Management District (939 Ellis Street, San Francisco, CA – (415) 771-6000).

#### **15-12 STAKING**

Control line staking, elevation control, detailed construction staking, and layout shall be the Contractor's responsibility.

#### **15-13 SCHEDULING OF WORK**

Contractor shall submit to the Engineer a practical progress schedule pursuant to Section 8-1.02C(5) of the Standard Specifications. This schedule shall be submitted at the pre-construction meeting. It is essential that the project continues in accordance to an established schedule.

#### **15-14 RECORD DRAWING**

The Contractor shall maintain record drawings showing actual installations including existing utilities incorrectly shown on the plans including changes made in the contract.

At the completion of the project, a clearly marked set of drawings shall be turned over to the Engineer. Failure to meet this requirement shall result in the Town deducting two (2%) per cent of the final contract amount from the Contract.

#### **15-15 SUBSTITUTION FOR MATERIALS SPECIFIED**

All materials and items furnished must meet the requirements of the Drawings and Specifications as to quality, performance, suitability, and appearance.

Where materials are offered by the Contractor as similar or equivalent to that specified, approval of the Engineer must be obtained after execution of the Contract Agreement between the Contractor and the Town.

No approval of any nature will be granted during the bidding period and no oral statement made by the Engineer or his representative shall be construed as granting approval.

Any proposed substitutions will be judged on the basis of quality, suitability, performance, and appearance. The reputation of the manufacturer, availability of repair and replacement parts and time of delivery will also be considered.

The request for approval of substitutions shall state the credit, if any, to the Town arising because of the use of such substitutions. In any event, all costs resulting from substitutions shall be borne by the Contractor at no cost to the Town.

#### **15-16 INQUIRIES DURING BID PERIOD**

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed contract drawings, or finds discrepancies in, or omissions from the drawings or specifications shall submit a written or fax transmittal to the Engineer at (650) 941-3160. No telephone requests will be accepted for an interpretation or corrections associated with this project.

The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed document will be made only by addendum duly issued, and a copy of such addendum will be mailed to each person receiving a set of such documents. The owner will not be responsible for any other explanations or interpretations of the proposed documents.

Any addenda or bulletins issued during the time of bidding, or a forming a part of the documents issued to the bidder for the preparation of his/her bid, shall be covered in the bid and shall be made a part of the Contract.

#### **15-17 POSTING NOTICE AND NOTIFICATION TO RESIDENTS**

Work includes posting notice along the streets where work will be done and notifying residents by hand-delivered mail, and advising them of the work to be done so they do not park their cars next to the work site. Notices shall be posted at every 100 feet interval a minimum of 72 hours prior to work.

#### **15-18 CONSTRUCTION UTILITIES**

##### **Water and Power**

The Contractor shall provide power as required for the work.

The Contractor shall contact the Purissima Hills Water District and the California Water Service Company to obtain permissions for water usage.

No separate payment will be made for water or applying water. The cost shall be included in the respective unit bid prices to which it applies.

## Sanitary Facilities

The Contractor shall provide adequate toilet facilities for all workers and representatives of the Owner employed on the work. Each facility shall be subject to the approval of the Engineer as to location and type.

The Contractor shall maintain them in sanitary condition from the beginning of the work until completion and shall then remove the facilities and disinfect the premises. All portions of the work shall be maintained at all times in a sanitary condition.

No separate payment will be made for supplying toilet facilities. The cost shall be included in the unit bid price for mobilization.

### **15-19 SUBMITTALS**

Provide an electronic file or three (3) copies of literature, shop drawings, samples, etc., of the following items according to Section 5-1.23 of the Standard Specifications.

- Construction Area Sign
- Notifications
- Project Schedule
- Traffic Control Plans
- Quarry Fines for Type 2B Pathway
- Redwood Header
- Submittal as deemed necessary by the Engineer

### **15-18 MEASUREMENT AND PAYMENT**

Full compensation for compliance with this Section shall be considered included in the Contract prices paid for various items of work and no separate compensation will be allowed therefore.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Engineer may deem necessary will be considered as included in price paid for Traffic Control and no additional compensation will be allowed therefore.

END OF SECTION

## **SECTION 16 - SITE-WORK**

### **16-1 SITE PREPARATION**

#### **16-1.1 SCOPE OF WORK**

Work required under this section consists of furnishing all labor, materials, tools, equipment, and services incidental and necessary for the work shown on the plans and as applicable. The work may include protection of existing trees, vegetation, utilities, and roadway components; clear and grub of pathway limits and removal of spoils and debris; clearing and removal of other obstructions interfering with the proposed work; tree trimming; and erosion and sediment control. All work under this Section shall be done according to these Special Provisions, Standard Specifications and in conformity with Contract Documents and with applicable portions of Sections 15 and 16 of the Standard Specifications.

#### **16-2 LIMITS OF CLEARING**

Work shall be limited to the area within the site boundaries or the area next to the line of work and to such width as will allow for excavation, and an area for material storage and for any haul roads that may be necessary. The Contractor is not allowed to clear behind the limits of the property or construction easement or extend his/her operations into private properties.

#### **16-3 CLEARING OPERATIONS**

Clearing operations shall be conducted as required for construction of the project and within the limits described or shown on the drawings. Clearing shall consist of the removal and disposal or replacement of those items that interfere with the work.

All spoils, inert materials, vegetation, and debris within the area to be cleared shall be removed and disposed of by the Contractor unless otherwise directed by the Engineer. The refuse resulting from the clearing operation shall be hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of the State, County, and Municipal Regulations regarding health, safety and public welfare.

The Contractor shall be responsible for all damages to existing improvements including private property resulting from his/her operations.

#### **16-4 PROTECTION OF EXISTING CONDITIONS**

Special precaution shall be taken to protect existing improvements and landscaping behind the existing pathways, utilities, edge of pavement, curb & gutter, and roadway.

#### **16-5 TREE ROOTS PRUNING**

All tree roots encountered within the proposed construction shall be cut and removed to a depth of 12-inches below finished grade. Backfill to bottom of sub grade with clean native soil, free of organics and tree root material or import topsoil, and compact to 95 percent relative compaction for areas to be paved or installed with concrete. No additional compensation will be allowed for tree roots pruning.

#### **16-6 MEASUREMENT AND PAYMENT**

Full compensation for compliance with this Section shall be considered included in the Contract prices paid for the various items of work and no separate compensation will be allowed therefore.

END OF SECTION

## **SECTION 17 - EARTHWORK**

### **17-1 SCOPE OF WORK**

Work required under this Section consists of furnishing all necessary labor, materials, tools, equipment and services in connection with and reasonably incidental to the loosening, removing, loading, transporting, depositing, and compacting in final location all materials, wet and dry, necessary to be removed for purposes of construction, grading, tree root pruning, preparing areas for the installation of pathways and other purposes as indicated on the plans, specified here in, and as directed by the Engineer.

### **17-2 SOIL CONDITIONS**

The Contractor shall familiarize him or herself with the soil conditions at the site.

### **17-3 UNCLASSIFIED EXCAVATION**

Excavation is unclassified. The work shall consist of performing work regardless of the character of subsurface conditions. The Contractor shall make his/her evaluation of the type and extent of materials that may be encountered in the work site.

### **17-4 COMPACTION**

The relative compaction of each finished sub grade under pathways shall not be less than 95 percent; all other areas shall be 90%. These requirements are attained by Test Method AASHTO 180.

The Engineer shall require density tests of compacted material whenever he deems it necessary. Tests will be made according to Test Method AASHTO 180, or other approved field density testing methods that may include the use of nuclear testing devices. All compaction tests shall be provided by Town's geotechnical consultant. No cost will be paid by the contractor.

### **17-5 CARE OF EXISTING STRUCTURES AND UTILITIES**

Existing power and telephone lines, fences, water pipes, gas lines, sewers or other conduits, nearby the work shall be prevented from injury by the Contractor during the construction and until the completion of work. The Contractor shall be liable for all damages done to such structures, as herein provided.

Neither the Owner nor the Engineer shall in any way be responsible for the omission on the drawings of any mains or services of whatever nature nor shall they be responsible for any misrepresentation of size, type, number, location, or depth.

The Contractor shall repair, in a manner satisfactory to the Engineer, all mains or services damaged in the progress of his/her work. The Contractor shall notify all utility owners when his/her work is in progress and shall make such arrangements as deemed necessary to make any emergency repair to the satisfaction of the owner of the utility. The Contractor shall be prepared at all times with labor, equipment and materials to make repairs on damaged mains or utilities.

No extra compensation will be made for the repair of any services or mains damaged by the Contractor's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

### **17-6 PROTECTION OF TREES, SHRUBS AND LAWNS**

The Contractor shall take every necessary precaution to protect the trees, shrubs, lawns, and other vegetation in the work site. Only trees and vegetation that directly interfere with the construction shall be removed with the approval of the Engineer.

#### **17-7 MAINTAINING DRAINAGE**

The Contractor shall provide and maintain temporary drainage for all excavations, drains, ditches, trenches and structures at all times. The Contractor shall keep the excavations dry through the construction operations. Whenever necessary, in order to provide proper drainage, the Contractor shall, at his/her expense install underdrains, furnish and operate all necessary pumping equipment, drainage sumps, well-point systems and other drainage facilities.

The Contractor shall dispose of water from the work into a drainage channel without damage to adjacent property and in such a manner as not to be a menace to the public health. No water shall be drained into completed work or work under construction without prior consent of the Engineer.

#### **17-8 SEASONAL LIMITS**

No fill material shall be placed, spread, or compacted during unfavorable weather. When the work is interrupted by rain, operations shall not be resumed until field tests indicate that the moisture content and density of the fill are as specified.

#### **17-9 CONTROL OF WATER**

The Contractor shall furnish, install and operate all necessary equipment to keep excavations free from water during construction and shall dispose of the water so as not to cause injury to public or private property, or to cause nuisance or menace to the public.

The Contractor shall at all times have on hand sufficient pumping equipment and machinery to meet all ordinary emergencies. Excavations shall be kept free of water during concrete operations.

#### **17-10 DISPOSAL OF EXCESS EXCAVATED MATERIAL**

Excess excavated material that the Engineer finds unsuitable shall be disposed of at an approved disposal site at the Contractor's cost. All material that cannot be utilized in the construction shall be disposed offsite.

#### **17-11 POTHOLING**

Where excavation in excess of 12-inches is to be done, the Contractor shall pothole and verify the location and depth of existing utility lines and major utility laterals in the field prior to construction and notify the Engineer of any possible interference with the proposed construction or error in location and/or as directed by the Engineer.

The Contractor shall call the Underground Service Alert at (800) 227-2600 and cause them to locate existing underground utility lines through pavement markings. The Contractor, 24 hours prior to the commencement of potholing work, shall notify the Town of Los Altos Hills, Public Works Department at (650) 941-7222.

The Contractor shall immediately inform the Engineer of potential conflicts. Potential conflicts shall be cases in which there is less than one foot of separation between the existing and proposed utility lines.

At potential conflict location, the Contractor shall coordinate with the Engineer to arrange verification of the horizontal and vertical location of potential conflict. The Engineer will perform such surveys approximately one working day after the Contractor's notification.

**17-12 EARTHWORK BEYOND PATHWAY LIMITS**

As part of the earthwork, slope of the soil beyond the limits of the pathway edges or retaining walls shall be graded or sloped to no more than two to one slope maximum unless directed otherwise by the Engineer to minimize the need of retaining walls beyond what is included in the Plans and Specifications.

**17-13 MEASUREMENT AND PAYMENT**

Full compensation for compliance with this Section shall be considered included in the Contract prices paid for the various items of work and no separate compensation will be allowed therefore.

END OF SECTION

**SECTION 18 TO 35 (BLANK)**

## SECTION 36 – EROSION AND SEDIMENT CONTROL

### 36-1 DESCRIPTION

#### A. Work Included

The goal of these requirements is to prevent the pollution of storm water run-off on construction projects by keeping pollution out of storm drains, reducing the exposure and discharge of materials and wastes to storm water and by reducing erosion and sedimentation. Storm drains discharge run-off directly to creeks and the bay without treatment.

### 36-2 GENERAL REQUIREMENTS

#### A. The following requirements shall be met on all projects within the Town of Los Altos Hills.

##### 1) Non-hazardous Material/Waste Management

###### a) Designated Area

The Contractor shall propose designated areas of the project site for approval by the Engineer, suitable for material delivery, storage and waste collection to the maximum practicable extent, are near construction entrances and away from catch basins, gutters, drainage courses and creeks.

###### b) Granular Material

The Contractor shall store granular material at least 10 feet away from catch basins and curb returns.

The Contractor shall not allow granular material to enter the storm drains or creeks.

When rain is forecast within 24 hours or during wet weather, the Contractor is required to cover granular material with a tarpaulin and to surround the material with sand bags.

###### c) Dust Control

Dust control shall be in accordance to Section 14-11.04, "Dust Control" of the Standard Specifications.

###### d) Street Sweeping

At the end of each working day or as directed by the Engineer, the Contractor shall clean and sweep roadways and on-site paved areas of materials attributed to or involved in the work. The Contractor shall not use water to flush down streets in place of street sweeping.

###### e) Disposal

At the end of each working day, the Contractor shall collect all scrap, debris and waste materials and dispose of such materials properly.

The Contractor shall inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.

The Contractor shall arrange for regular waste collection before dumpsters overflow.

2) Hazardous Material/Waste Management

a) Storage

The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents and fuels and all hazardous wastes, such as waste oil and anti-freeze.

The Contractor shall store all hazardous materials and all hazardous waste according to the County of Santa Clara Regulations.

The Contractor shall keep an accurate up-to-date inventory of hazardous material and hazardous wastes stored on site to assist emergency response personnel if there is a hazardous material incident.

b) Usage

When rain is forecast within 24 hours or during wet weather, the Contractor shall not apply chemicals in outside areas.

The Contractor shall not over apply pesticides or fertilizers and shall follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability and mixing of chemicals.

c) Disposal

The Contractor shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste.

The Contractor shall dispose the hazardous waste only at authorized and permitted Treatment, Storage and Disposal Facilities and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal Regulations.

3) Spill Prevention and Control

a) The Contractor shall keep a stockpile of spill clean-up materials, such as rags or absorbents, readily accessible on site.

b) The Contractor shall immediately contain and prevent leaks and spills from entering storm drains and properly clean up and dispose of the waste and clean up materials.

c) The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.

- d) The Contractor shall report any hazardous materials spill to the Town of Los Altos Hills Public Works Department at (650) 941-7222.
- 4) Vehicle/Equipment Cleaning
- a) The Contractor shall not perform vehicle or equipment cleaning on site or in the street using soaps, solvents, degreasers, steam cleaning equipment or equivalent methods.
  - b) The Contractor shall perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into streets, gutters, storm drains or creeks.
- 5) Vehicle/Equipment Maintenance and Fueling
- a) The Contractor shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip plan that will not allow run-on storm water run-off of spills.
  - b) Use secondary containment, such as a drip pan to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.
  - c) Keep a stockpile of spill clean-up materials, such as rags or absorbents, readily accessible on site.
  - d) Clean up leaks and spills of vehicles or equipment fluids immediately and dispose of the waste and clean up materials as hazardous waste.
  - e) Do not wash any spilled material into streets, gutters from drains, or creeks and shall not bury spilled hazardous.
  - f) Report any hazardous materials spill to the Town of Los Altos Hills.
  - g) Inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip plans shall be used to catch leaks until repairs are made.
  - h) Recycle waste oil and anti-freeze to the maximum practical extent.
  - i) Comply with Federal, State and Town requirements or aboveground storage tanks.
- 6) Contractor Training and Awareness
- a) The Contractor shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
  - b) Inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
  - c) Post warning signs in areas treated with chemicals.
  - d) Paint new catch basins, constructed as part of the project, with "No Dumping."

**B. Activity Specific Requirements**

The following requirements shall be met on all projects with the Town of Los Altos Hills which include the listed activities.

1) Dewatering Operation

a) Sediment Control

The Contractor shall route water through a control measure, such as a sediment trap, sediment basin trap, sediment basin to remove settleable solids before discharge to the storm drain system.

Approval of the control measures shall be obtained in advance from the Engineer.

Filtration of the water following the control measures may be required on a case-by-case basis.

If the Engineer determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measures requirement in (1) above may be waived.

The Contractor shall reuse water for other needs, such as dust control or irrigation to the maximum practicable extent.

b) Contaminated Groundwater

If the project is within an area of known groundwater contamination, then water from dewatering operations shall be tested before discharge. If the water quality meets Regional Water Control Board (RWQCB) standards, then it may be discharged to the storm drain.

Otherwise, the water shall be treated or hauled off-site for proper disposal.

2) Paving Operations

a) Project Site Management

When rain is forecast 24 hours or during wet weather, the Engineer may prevent the Contractor from paving.

The Engineer may direct the Contractor to protect drainage courses by using control measures, such as earth dike, straw bale and sand bag to divert run-off or trap and filter sediment.

The Contractor shall place drip pans or absorbent material under paving equipment when not in use.

The Contractor shall cover catch basins and manholes when paving or applying a seal coat or tack coat.

b) Paving Waste Management

The Contractor shall not sweep or wash down excess sand or screenings (placed as part of a sand seal, chip seal or to absorb excess oil) into gutters, storm drains or creeks. Instead, the Contractor shall either collect the sand and screenings and return it to the stockpile or dispose of it in a trash container. The Contractor shall not use water to wash down fresh asphalt concrete pavement.

3) Saw Cutting

a) During saw cutting, the Contractor shall cover or barricade catch basins using control measures, such as filter fabric, straw bales, sand bags and fine gravel dam to keep slurry out of the storm drain system. When protecting a catch basin, the Contractor shall ensure that the entire opening is covered.

b) The Contractor shall shovel, absorb or vacuum saw cut slurry, and pick up waste before moving to the next location or at the end of each working day, whichever is sooner.

c) If saw cut slurry enters catch basins, the Contractor shall remove the slurry from the storm drain system immediately.

4) Contaminated Soil Management

a) On all projects involving grading or excavation, the Contractor shall look for contaminated soil as evidence by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the Engineer. The Contractor shall follow Section 4-11 below if contamination is found.

b) If the project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested. The soil shall be managed as required by the Engineer.

5) Concrete, Grout and Mortar Waste Management

a) Material Management

The Contractor shall store concrete, grout and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.

b) Concrete Truck/Equipment Wash Out

The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains or creeks.

The Contractor shall perform wash out of concrete trucks or equipment off-site or in a designated area on site where water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then the Contractor shall collect the wash water and remove it off-site.

c) Expose Aggregate Concrete Wash Water

The Contractor shall avoid creating run-off by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, then the Contractor shall filter the wash water through straw bales or equivalent material before discharging to the storm drain.

The Contractor shall collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

6) Painting

a) Painting Clean Up/Designated Area

The Contractor shall conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or run-off of spills.

The Contractor shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drain or creeks.

b) Water-Based Paint

The Contractor shall remove as much excess paint as possible from brushes, rollers and equipment before starting clean up.

To the maximum practicable extent, the Contractor shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.

Otherwise, the Contractor shall direct wash water onto dirt area and spade in.

c) Oil-Based Paint

The Contractor shall remove as much excess paint as possible from brushes, rollers and equipment before starting clean up.

To the maximum practicable extent, the Contractor shall filter paint thinner and solvents for re-use.

The Contractor shall dispose of waste thinner and solvent and sludge from cleaning of equipment and tools and hazardous waste, as described in Section A.2.c above.

d) Material/Waste Management

The Contractor shall store paint, solvents, chemicals and waste materials in compliance with the County of Santa Clara Hazardous Materials Storage Regulations and all applicable State and Federal regulations. The Contractor shall store these materials in a designated area which will not allow run-on of storm water or run-off of spills.

The Contractor shall dispose of excess thinners, solvents, oil and water-based paint as hazardous waste.

The Contractor shall dispose of dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths in the trash.

7) Earthwork

The Contractor shall maximize the control of erosion and sediment by using the BMP's for erosion and sedimentation in the California Storm Water Best Management Practice Handbook - Construction Activity.

**36-3 MEASUREMENT AND PAYMENT**

- A. Full compensation for furnishing all materials, labor, equipment, tools and for doing all work required work, as specified herein, as shown on the plans and as directed by the Engineer shall be included in various bid items and no additional compensation shall be allowed therefor.

END OF SECTION