

**BID PROPOSAL**

for

**SEWER LINE CLEANING, VIDEO INSPECTION, AND EMERGENCY RESPONSE SERVICES**

**BID NO.**            21-22.33

**PROJECT:**        S-246

**BIDS DUE:**

**2:00 PM, Thursday, May 12, 2022**

**PLACE:**

Seamless Documents at

<https://orangeca.seamlessdocs.com/f/RequestforBidandRequestforProposalSubmittalForm>

**TIME OF COMPLETION:**

**Three Year Contract**

**PLANS & SPECS AVAILABLE AT:**

Online by emailing a request to [msuazo@cityoforange.org](mailto:msuazo@cityoforange.org)

**BID INQUIRIES:**

(714) 532-6480

**CITY OF ORANGE  
DEPARTMENT OF PUBLIC WORKS**



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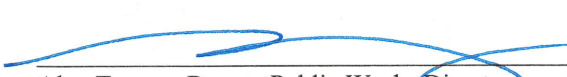
April 2022

Prepared By:

  
\_\_\_\_\_  
Ruben Hernandez, Assistant Field Services Manager

4/19/22  
Date

Approved By:

  
\_\_\_\_\_  
Alan Truong, Deputy Public Works Director

4/19/22  
Date

Copy No. \_\_\_\_\_

Sealed bids are invited for **Bid No. 21-22.33 SEWER LINE CLEANING, VIDEO INSPECTION, AND EMERGENCY RESPONSE**. Bid forms, plans and specifications are available at by emailing [msuazo@cityoforange.org](mailto:msuazo@cityoforange.org). Hard copies are not available. The publication, "City of Orange Standard Plans and Specifications", latest edition and addendum shall govern the work under this contract and is available on the City of Orange website at [www.cityoforange.org](http://www.cityoforange.org) under Public Works Department webpage. Contract documents may also be examined in the office of the City Engineer.

Bids must be received by **2:00 p.m., May 12, 2022 (Thursday)** by the following option – walk-up bids will not be accepted: 1.) Preferred method: Seamless Documents at [orangeca.seamlessdocs.com/f/RequestforBidandRequestforProposalSubmittalForm](http://orangeca.seamlessdocs.com/f/RequestforBidandRequestforProposalSubmittalForm). Bidders must follow the submittal procedure in the Project Specifications, Section 1-6.1.3.

All bids will be presented to the City Council on **June 14, 2022, (Tuesday)**.

The City reserves the right to reject any or all bids, to reject any item in a bid unless an "all or none" basis is specified or to waive any informality or technicality in the bids received.

The bidder selected by the City must be properly licensed at the time of submitting its bid as a **Class A, C36 or C42**. The City will reject the bid as non-responsive if the bidder does not hold the requisite contractor's license at the time of submitting its bid. In addition, each subcontractor listed by the bidder shall possess, at the time of the award and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Failure of the bidder to deliver evidence to the City prior to the award of a contract for this Project that each and every subcontractor listed by the bidder is properly licensed shall constitute a failure to execute the contract and may subject the bidder to all legal penalties imposed by law, including, but not limited to, forfeiture of the security of the bidder.

A payment bond is required for projects over \$25,000. In lieu of retention, the Contractor may deposit qualifying securities under an escrow agreement, as provided in Public Contract Code Section 22300.

The Contractor and subcontractors shall be registered with Department of Industrial Relations (DIR), per Labor Code Section 1725.5 at the time of bid. This project is subject to compliance monitoring and job-site posting requirements. The project is a public work subject to prevailing wage requirements, which can be found at <http://www.dir.ca.gov/diratabases.html>.

Public Works Department  
CITY OF ORANGE  
300 East Chapman Avenue  
Orange, California 92866-1591  
(714) 532-6488

PUBLISHED "ORANGE CITY NEWS":

April 28, 2022  
May 5, 2022

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Company Name (Bidder)

## PROPOSAL

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No. 21-22.33; Project S-246; Sewer Line Cleaning, Video Inspection, and Emergency Response Services Project**, the undersigned has carefully examined: the location of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

If awarded the contract, the undersigned agrees to commence the work under the contract within ten (10) days after the date of contract, and complete said work for **Project S-246**, as outlined in the Scope of Work (Attachment A) unless legal extension is granted in accordance with the terms set forth in the specifications.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The undersigned agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items of work not separately provided in the proposal shall be considered included in the price bid for other various items of work.

Accompanying this proposal is \_\_\_\_\_ \$ \_\_\_\_\_ )

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the proposal and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a proposal guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this proposal is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

Bidder hereby declares in writing, under penalty of perjury that all employees who will be performing labor, maintenance, delivery, installation or repair, will be those who are legally entitled to live and work in the United States. Further, the bidder as employer agrees to provide documentary proof of such eligibility (when requested by the City of any other authorized entity or agency).

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis 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 that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item 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 unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Orange Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Orange, and that discretion will be exercised in the manner deemed by the City of Orange, to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Orange respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final

**PROPOSAL SCHEDULE**  
**ANNUAL Sewer Line Cleaning, Video Inspection, and Emergency Response Services Project**  
**(Bid No. 21-22.33; S-246)**

| ITEM NO. | QUANTITY         | UNIT PRICE<br>TO BE WRITTEN IN WORDS   | UNIT PRICE | TOTAL |
|----------|------------------|--|------------|-------|
| 1)       | <u>1 LS</u>      | <u>Sewer Line Cleaning of “Hot Spots” – Sizes, Locations, and Schedule as Shown in Attachment A.</u><br>_____dollars<br>and _____cents                                     | _____      | _____ |
| 2)       | <u>40,000 LF</u> | <u>Routine Sewer Line Cleaning – Various Pipe Sizes and Locations as Assigned by the City. <b>Residential Streets</b></u><br>_____dollars<br>and _____cents                | _____      | _____ |
| 3)       | <u>70,000 LF</u> | <u>Routine Sewer Line Cleaning – Various Pipe Sizes and Locations as Assigned by the City. <b>Arterial Streets</b></u><br>_____dollars<br>and _____cents                   | _____      | _____ |
| 4)       | <u>65,000 LF</u> | <u>Sewer Line Video Inspection – Various Pipe Sizes and Locations as Assigned by the City. <b>Residential &amp; Arterial Streets</b></u><br>_____dollars<br>and _____cents | _____      | _____ |

**PROPOSAL SCHEDULE**  
**Annual Sewer Line Cleaning, Video Inspection, and Emergency Response Services**  
**(Bid No. 21-22.33; S-246)**

| ITEM NO. | QUANTITY          | UNIT PRICE<br>TO BE WRITTEN IN WORDS   | UNIT PRICE | TOTAL |
|----------|-------------------|--|------------|-------|
| 5)       | <u>1,000 LF</u>   | <u>Sewer Line Video Inspection with Flow</u><br><u>Bypass/Plugging – Various Pipe Sizes and</u><br><u>Locations as Assigned by the City</u><br><b><u>Residential Streets</u></b><br>_____dollars<br>and _____cents | _____      | _____ |
| 6)       | <u>1,000 LF</u>   | <u>Sewer Line Video Inspection with Flow</u><br><u>Bypass/Plugging – Various Pipe Sizes and</u><br><u>Locations as Assigned by the City</u><br><b><u>Arterial Streets</u></b><br>_____dollars<br>and _____cents    | _____      | _____ |
| 7)       | <u>150,000 LF</u> | <u>Sewer Line Cleaning and Video Inspection</u><br><u>Various Pipe Sizes and Locations Assigned</u><br><u>by the City. <b>Residential Streets</b></u><br>_____dollars<br>and _____cents                            | _____      | _____ |
| 8)       | <u>40,000 LF</u>  | <u>Sewer Line Cleaning and Video Inspection</u><br><u>Various Pipe Sizes and Locations Assigned</u><br><u>by the City. <b>Arterial Streets</b></u><br>_____dollars<br>and _____cents                               | _____      | _____ |

**PROPOSAL SCHEDULE**  
**Annual Sewer Line Cleaning, Video Inspection, and Emergency Response Services**  
**(Bid No. 21-22.33; S-246)**

| ITEM<br>NO. | QUANTITY | UNIT PRICE<br>TO BE WRITTEN IN WORDS | UNIT PRICE | TOTAL |
|-------------|----------|--------------------------------------|------------|-------|
|-------------|----------|--------------------------------------|------------|-------|

ANNUAL CONTRACT TOTAL FOR ITEMS 1-10 [S-246 (IN NUMBERS)] \_\_\_\_\_

CONTRACT TOTAL FOR ITEMS 1 - 8 [S-246 (WRITTEN IN WORDS)] \_\_\_\_\_

**THE CONTRACT WILL BE AWARDED BASED ON THE LOWEST PRICE OF THE CONTRACT TOTAL FOR BID ITEMS 1 - 8.**

LEGEND OF UNITS: LS = lump sum                      LF = Lineal Feet

**The below listed work is not included in the base bid amount:**

Alt. 1)    Hourly Rate      Emergency Response Services - Various  
Locations as Assigned by the City. (2 Hours  
Minimum). **1-Man Crew with Equipment**  
\_\_\_\_\_ dollars  
and \_\_\_\_\_ cents                      \_\_\_\_\_

Alt. 2)    Hourly Rate      Emergency Response Services - Various  
Locations as Assigned by the City. (2 Hours  
Minimum). **2-Man Crew with Equipment**  
\_\_\_\_\_ dollars  
and \_\_\_\_\_ cents                      \_\_\_\_\_

Alt. 3) Hourly Rate Emergency Response Services - Various  
Locations as Assigned by the City. (2 Hours  
Minimum). **3-Man Crew with Equipment**  
\_\_\_\_\_dollars  
and \_\_\_\_\_cents

\_\_\_\_\_



INFORMATION REQUIRED OF BIDDER  
General Information

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

1. Number of years experience as a Contractor in construction work: \_\_\_\_\_

2. List at least three (3) projects completed similar to this bid:

| CONTRACT AMOUNT | CLASS OF WORK | DATE COMPLETED | NAME, ADDRESS & PHONE OF OWNER |
|-----------------|---------------|----------------|--------------------------------|
| _____           | _____         | _____          | _____                          |
| _____           | _____         | _____          | _____                          |
| _____           | _____         | _____          | _____                          |
| _____           | _____         | _____          | _____                          |
| _____           | _____         | _____          | _____                          |

- 3. If requested by the City of Orange, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial conditions.
- 4. Bidder shall signify receipt of all Addenda here, if any. (NOTE: Any verbal instructions given to bidder inquiries in the form of addenda will be acknowledged by the bidders on written addenda available at the place of the bid opening 30 minutes prior to the bid opening.)

| ADDENDUM | DATE RECEIVED | BIDDER'S SIGNATURE |
|----------|---------------|--------------------|
| _____    | _____         | _____              |
| _____    | _____         | _____              |
| _____    | _____         | _____              |
| _____    | _____         | _____              |
| _____    | _____         | _____              |

LIST OF SUBCONTRACTS

- A.  The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 2.3 of the Standard Specifications and Section 4100 through 4113 of the Public Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS).

| NAME OF SUBCONTRACTOR<br>AND ADDRESS | LICENSE<br>NO. | BID ITEM NUMBER(s) | PERCENT OF<br>BID ITEM<br>SUBBED | CHECK IF<br>SPECIALITY | DESCRIBE WORK WHEN<br>LESS THAN 100% OF WORK<br>IS SUBBED | \$ AMOUNT<br>BASED ON<br>BID AMOUNT |
|--------------------------------------|----------------|--------------------|----------------------------------|------------------------|---|-------------------------------------|
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |
|                                      |                |                    |                                  |                        |   |                                     |

- B.  The undersigned DOES NOT INTEND to subcontract any portion of this project.

NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.

\_\_\_\_\_  
Signature of the Bidder

The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

Signature of Bidder: \_\_\_\_\_

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer and Manager thereof).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BUSINESS ADDRESS

\_\_\_\_\_

CITY AND STATE

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

FAX NUMBER

DATED: \_\_\_\_\_, 201\_\_

Licensed in accordance with an Act providing  
for the registration of Contractors.

LICENSE NUMBER \_\_\_\_\_

LICENSE CLASS \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED AND SUBMITTED  
BY THE BIDDER ALONG WITH THE BID**

State of California

SS.

County of Orange.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she

is the \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 that of any other bidder, or to secure any other advantage against the public body awarding the contract of anyone interested in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Typed name of person executing this affidavit

ADDRESS OF THE BIDDER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ALL SIGNATURES MUST BE WITNESSED BY NOTARY.**

|                            |   |
|----------------------------|---|
| <b>STATE OF CALIFORNIA</b> | On this _____ day of _____, in the year 20_____, before me, the undersigned, a                                  |
| <b>COUNTY OF</b> _____     | Notary Public in and for the said State, personally appeared _____  |
|                            | _____   |
|                            | personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed |
|                            | the within instrument on behalf of the _____ therein named, and   |
|                            | acknowledged me that such _____ executed the same.  |
|                            | WITNESS my hand and official seal.  |
|                            | _____<br>Notary Public in and for the said State.   |

**CALIFORNIA PUBLIC WORKS  
PROPOSAL OR BID BOND**

**TO WHOM IT MAY CONCERN:**

**WE,** \_\_\_\_\_ **(CONTRACTOR)** as Principal, and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(SURETY)**, a Corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the **CITY OF ORANGE**, hereinafter called the Obligee, for the penal sum of **Ten Percent (10%) of the Amount of the Bid** as described herein and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this Proposal/Bid Bond.

**WHEREAS**, the Principal is herewith submitting a proposal (bid) for

**Bid No. 21-22.33 SEWER LINE CLEANING, VIDEO INSPECTION, AND EMERGENCY RESPONSE SERVICES**

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that if the Principal shall be awarded the contract, and the Principal does within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award, enter into a contract and give bond or bonds as specified in the bidding or contract documents with good and sufficient surety of adequate financial size category rating acceptable to the Obligee for the faithful performance of the contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void. Otherwise the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the latter amount be in excess of the former. In no event shall the liability hereunder exceed the penal sum hereof.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**NAME OF SURETY**

BY: \_\_\_\_\_  
**SECRETARY/TREASURER**

BY: \_\_\_\_\_  
**ATTORNEY-IN-FACT**

BY: \_\_\_\_\_  
**PRESIDENT/VICE PRESIDENT**

**NOTARY ACKNOWLEDGEMENTS ATTACHED**

**ALTERNATIVE SECURITY IN LIEU OF PERFORMANCE BOND**

**I, THE UNDERSIGNED,** \_\_\_\_\_ **(CONTRACTOR)** as Principal, have submitted Cash/Cashier's Check No. \_\_\_\_\_/LOC No. \_\_\_\_\_/Certified Check No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_ in the amount of \_\_\_\_\_, issued by \_\_\_\_\_, payable to the **CITY OF ORANGE**, hereinafter called the Obligee, as alternative security for the **Contract Bond**.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that the Principal is required to furnish either bonds to the Obligee or cash deposit in the full face amount of the required bonds, guaranteeing *the faithful performance and the payment of claims of laborers, mechanics, material suppliers and any other persons*, as provided by the law in connection with a contract to do and perform the following work:

\_\_\_\_\_ a copy of which Contract is or may be attached hereto, and is hereby referred to and made a part hereof.

**THE UNDERSIGNED UNDERSTANDS** and agrees that the amount of alternative security deposited for the purpose stated above shall be withheld by the Obligee until after the satisfactory completion and acceptance of the Contract and the full face value of the alternative security, minus any disputed amounts, will be returned to the undersigned, thirty-five (35) days after the recordation of the Notice of Completion of the contract in the County Recorder's Office.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CONTRACTOR**

BY: \_\_\_\_\_  
**SECRETARY/TREASURER**

BY: \_\_\_\_\_  
**PRESIDENT/VICE PRESIDENT**

**NOTARY ACKNOWLEDGEMENTS ATTACHED**

**SPECIAL PROVISIONS**  
**CITY OF ORANGE**  
**STANDARD PLANS AND SPECIFICATIONS**

**INTRODUCTION**

All the improvements within the public rights-of-way and easements within the City of Orange shall conform to the standard plans presented herein. The user shall keep fully informed of any latest revisions to the standard plans by contacting the office of the City Engineer, Public Works Department, City of Orange. The standard plans shall be used along with the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association and Southern California District, Associated General Contractors of California; hereinafter referred to as the "Standard Specifications". Section 16.04.040 of the Orange Municipal Code establishes the legislative authority of these Standard Plans and Specifications.

**PUBLIC WORKS CONTRACTS**

The following additions, as revised, to the provisions of the "Standard Specifications" shall be used for all Public Works contracts awarded by the City of Orange. If there is a conflict between the "Standard Specifications" and these provisions, these provisions shall have precedence. The numbering of sections for the purpose of these provisions refers to corresponding numbering of sections of the "Standard Specifications". These provisions include modifications and additions to the "Standard Specifications".

If these provisions specify the use of "Standard Specifications and Standard Plans for the Construction of Local Streets and Roads, of the State of California, Department of Transportation," herein referred to as "Caltrans", for a certain portion of the work, the latest edition of the publication shall be used.

The City of Orange has adopted a Local Implementation Plan (LIP) as part of a compliance program to the California Regional Water Quality Control Board. All improvements shall comply with the latest LIP in the prosecution of the work. The LIP is available and on file at the Public Works Department. The contractor shall comply with the LIP in the prosecution of the work. Payment for compliance with the LIP requirements shall be included in respective items of work and no additional compensation shall be allowed.

**PRECEDENCE OF CONTRACT DOCUMENTS:**

- 1) Bidder's Proposal**
- 2) Contract Agreement**
- 3) Special Provisions (Section SP)**
- 4) City of Orange Standard Plans and Specifications (Orange Book)**
- 5) Standard Specifications for Public Works Construction (Green Book)**
- 6) Construction Plans**
- 7) All Other Documents**

# ADDITIONS TO THE "STANDARD SPECIFICATIONS"

## PART I

### GENERAL PROVISIONS

#### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS & SYMBOLS

##### 1-2 Definitions

- (a) AGENCY: The City of Orange, California, also hereinafter called "City".
- (b) BOARD: The City Council of the City of Orange, California.
- (c) CONTRACT DOCUMENTS: Documents including, but not limited to, the proposal, Standard Specifications, Standard Plans, additions to the Standard Specifications, Special Provisions, plans, bonds, insurance, contract agreement and all addenda setting forth any modifications of the documents.
- (d) DATE OF CONTRACT: The date of notification from the City Attorney's office informing the Contractor that the contract is approved and fully executed by the City and the Contractor.
- (e) ENGINEER OR CITY ENGINEER: The City Engineer of the City of Orange or his duly authorized representative(s).
- (f) BIDDER: Any individual, co-partnership, association or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.
- (g) LEGAL ADDRESS OF CONTRACTOR: The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
- (h) LABORATORY: An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.
- (i) STATE CONTRACT ACT: The provisions of this act and other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full.

#### SECTION 2 - SCOPE & CONTROL OF THE WORK

##### 2-1.1 Award of Contract

The award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all requirements of the notice inviting bids and Section 2-1.2 and 2-1.3 of these Specifications. The City, however, reserves the right to reject any or all bids, and to waive any informality in the bids received. The Award of Contract, if made, shall be made within **SIXTY (60)** days after the opening of the bids.

##### 2-1.2 Qualifications of Bidders

Any bidder who can prove to be a "Responsible Bidder" based on, but not limited to, the following requirements may submit a bid for consideration. The City Engineer may waive any or all of the following criteria in the best interests of the City.



1. A valid license in appropriate classification with which he can perform the specified work. The Contractor must be properly licensed when the Contractor submits its bid.
2. Record of satisfactory past performance of work with various agencies and industry.
3. Record of satisfactory compliance with all State, Federal and local laws regarding, but not limited to, fair employment practice, safety regulations, prevailing wage regulations, labor code, and subcontracts.
4. Ability to comply with delivery schedules of materials, equipment and labor.
5. Adequate financial resources to complete the work.
6. Ability to secure bid bonds, contract bonds and insurances from companies having adequate rating.
7. Minimum five years experience in completing contracts of nature, type and size similar to that for which he is submitting bids and such experience has been acquired not more than seven years prior to submitting a bid.

#### 2-1.3 Procedure for Proposal Submittal

Proposal shall be made and submitted on proposal forms provided by the City in accordance with the notice inviting bids. Sealed proposals shall bear the title of the work and no other distinguishing marks. Any bid received after the scheduled closing time for the receipt of bids shall be returned to the bidder unopened. It shall be the sole responsibility of the bidder to see that his bid is received in proper time.

Each bid shall be made on blank proposal forms provided by the City of Orange and shall be accompanied with a certified or cashier's check or a bid bond for not less than 10% of the amount of bid, made payable to the City of Orange. **Insurers issuing bid bonds shall be admitted in the State of California, and have a Best's Financial Strength Rating of Good (B+, B++) or better.** No proposal shall be considered unless this requirement is met.

Each bidder must be licensed and also prequalified as required in Section 2-1.2 of these Specifications.

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, or corporation is interested as a principal, all such bids shall be rejected.

Proposals with interlineations, alterations or erasures shall be initialed by the bidder's authorized agent. Alternative proposals, special conditions or other limitations of provisions affecting the bids, except as such called for by the contract documents, will render the bid informal and may cause its rejection. All proposals must give the unit prices bid for the various items of work both in writing and figures and must be signed by the bidder, who shall give his address. Each bid item shall be bid as it appears on the proposals and shall not be altered or lumped together with other bid items. Each bid shall have thereon the affidavit of the bidder that such bid is genuine and not sham or collusive or made in the interest or on behalf of any other person not therein named and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure himself an advantage over any other bidder.

#### 2-1.4 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawing or specifications, or discovers substantial difference between the approximate quantities shown on the bid proposal and his quantity estimate from the plans for any of the major bid items in the proposal, he shall request the Engineer, in writing, for an interpretation or correction thereof. The person submitting such a request shall do so no later than seven (7) calendar days prior to bid opening date. The meaning of substantial difference and the major bid items, for this purpose, shall be in accordance

with Section 1-2 and Section 3-2.2.1 of the Standard Plans and Specifications. All such interpretations of the contract documents will be made only by Addenda duly issued and a copy of each such Addendum will be mailed or delivered to each person receiving a set of contract documents at his last address of record. The City will not be responsible for any other explanations or interpretations of the contract documents.

#### 2-1.5 Return of Bid Security

Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the bidder to see that any such telegraphic or written request is delivered to the City Clerk's Office prior to said closing time.

The bid security of the unsuccessful bidders will be retained until the contract is awarded to the lowest, responsible successful bidder.

The bid security of the successful bidder of accepted bid will be held by the City until the contract has been entered into and the bonds accompanying the same are approved and filed.

If a bidder fails or refuses to enter into a contract to do work, the bid security shall be forfeited to the City and shall be paid into the General Fund of the City.

Bid securities consisting of cashier's checks will be refunded to the respective bidders when no longer required by the City. All other bid securities no longer required by the City, will be considered void. These will be returned to their respective bidders only if requested with self-addressed stamped envelope and sufficient postage.

#### 2-1.6 Execution of Contract

The contract shall be signed by the successful bidder and returned to the City, together with the contract bonds as specified in Section 2.4 of the Standard Specifications, and as amended below and any changes or additions made thereto in these specifications within fifteen (15) days after the date of written notice of award of contract. The form of the contract agreement to be executed by the Contractor will be mailed by the City Attorney's office along with the written notice of award of contract. No proposal shall be considered binding upon the City until the execution of the contract by the City. In case of conflict, the contract agreement shall have precedence over all other written specifications.

#### 2-1.7 Bid Protest Procedure

Any bid protest must be submitted in writing to **Public Works Director, 300 E. Chapman Avenue, Orange, CA 92866** before 5 p.m. of the 10th City business day following bid opening.

(a) The initial protest document shall contain a complete statement of the basis for the protest with accompanying documentation in support thereof.

(b) The protest shall refer to the specific portion of the document which forms the basis for the protest.

(c) The protest shall include the name, address and telephone number of the person representing the protesting party.

(d) The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

(e) The Public Works Director/City Engineer will issue a decision on the protest. If the Public Works Director/City Engineer determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards by the City of Orange.

(f) The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right

to further pursue the bid protest, including filing of a claim against the City under the California Government Code or legal proceedings.

2-4 Contract Bonds

Sureties providing performance or labor & materials bonds for Contractors to the City of Orange must be licensed or agree to employ a licensed Contractor, with a Class A General Engineering Contractor (Class A), C-36 or C-42 Contractor's license from the State of California, in the event the Contractor to whom such surety is provided fails to perform the work under the contract.

Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City Attorney has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or additional surety, not exceeding that originally required, as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

All bonds shall be on the forms provided by the City of Orange, with all signatures notarized and with the following notarized endorsement:

The undersigned hereby certifies that the named surety issuing the bond for:

**Sewer Line Cleaning, Video Inspection, and Emergency Response Services Project**  
**(Bid No. 21-22.33; Project S-246)**

is issued by an "admitted surety" qualified to conduct business in the State of California in accordance with CCP§995-670.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Attorney in Fact

2-5.1 Plans and Specifications

The Engineer will provide the Contractor, free of charge, up to a maximum of five (5) copies of the project plans and specifications that are reasonably necessary for the execution of work.

If the Contractor needs more than five (5) copies of the project plans and specifications provided by the City, the Contractor shall have a bonded and insured printing company pickup the original bid documents from the City to make the copies it needs at no additional cost to the City.

The Contractor shall, at his own expense, obtain copies of the Standard Specifications ("Green Book"), City of Orange Standard Plans and Specifications, Standard Plans and Specifications of the State of California, Work Area Traffic Control Handbook, and Manual on Uniform Traffic Control Devices for his general use.

If, after award of the contract, should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the contract.

All scaled dimensions shall be considered approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Engineer or his representative of any discrepancies.

#### 2-6.1 General Description of Work:

The work to be done describes in Appendix A including traffic control, all labor, equipment and incidentals necessary for completion of work.

#### 2-10 Authority of Board and Inspection:

Authority of Board and Inspection shall conform to Section 2-10 of Standard Specifications and the following:

Orange Municipal Code Section 2.14.030, 2.15.020 C, and 2.34.10 has designated Engineer as their designee for all decisions regarding the contract.

The Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume the various units of operations of the work as per the contract, or resume the said units or operations when they have been suspended as per the contract.

The above notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays for the purpose of permitting the Engineer to make necessary assignments of his representative or inspector on the work.

The Contractor shall pay the inspection charges for any work done outside normal working hours, except night work required by this specification, at the rate established for Special Inspection in the Master Schedule Fees and Charges adopted by the City Council. Such fees shall be paid per half day or portion thereof in minimum one-half day increments. No work shall be performed outside normal working hours except under extraordinary circumstances and with prior approval of the Engineer (see section 6-7.1).

Any work performed in conflict with said notice, without the presence or approval of the inspector, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at the Contractor's expense, and shall be removed at the Contractor's expense, if so ordered by the Engineer or his representative or inspector on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer in writing. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

All instructions, rulings and decisions of the Engineer shall be in writing and shall be final and binding on all parties unless formal protest is made in writing and as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the inspector or Engineer to be unfair, he shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the Engineer, stating clearly and in detail his objections and reasons therefore. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the Engineer. Upon receipt of any such protest from the Contractor, the Engineer shall review the demands, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties. Any protests against the Engineer's final decision shall be made in accordance with section 3-5 Disputed Work.

#### 2-11 Inspection

In addition to those processes in Section 2-11 INSPECTION the following shall apply:

All work requiring Special inspection shall be first inspected and approved by the City Building Inspector 24 hours before Special Inspections. If any work is covered before the City Building Inspector inspection and approval, the City shall require the work to be exposed and inspected.

Due to the City of Orange 9/80 flex work schedule the City is closed every other Friday. No City Building Division inspection services are available on closed Fridays, although Special Inspection services are available when the City Building Division inspections occur on the Thursday before the closed Friday.

The Contractor shall keep the City's Project/Construction Manager or designee informed two weeks in advance of scheduled work to assure that City Inspectors and Special Inspectors are available. All inspection processes for those inspections requiring the City of Orange Building Division approvals shall be worked out in detail with the City of Orange Building Official.

#### 2-11.2b Underground Conduit Construction Videotaping

See Section 306-1.4.1

### **SECTION 3 - CHANGES IN WORK**

#### 3-1.1 Changes in Work: General:

Engineer shall be the duly authorized officer who may grant the changes prescribed in this section.

#### 3-2 Changes Initiated by the Agency:

The Engineer shall have the right to make changes in the work, plans and/or specifications and the Contractor shall perform the work as changed and as directed by the Engineer.

##### 3-2.2.1 Contract Unit Prices

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in character of the work from that shown on the Plans or included in the Specification, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contractor Unit Price.

In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and Contract Unit Price. Adjustment in excess of 25 percent may be done by extension of Contract Unit Prices as described above, or pursuant to 3-2.2.3

A Major Bid Item is identified as a Bid Item that has a total cost of \$50,000 minimum or 10% of the Total Contract Cost whichever is greater.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in character of the work from that shown on the Plans or included in the Specifications, an adjustment will be made in accordance with 3-2.2.3.

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

#### 3-3.1 Extra Work: General:

If the City and the Contractor cannot reach an agreement to establish an agreed lump sum price or stipulated unit prices, the City reserves the right to direct the Contractor to perform such work using an acceptable substitute subcontractor. The City may order the Contractor to obtain bids from three or more subcontractors to perform such work. Upon written

approval of a subcontractor selected by the Engineer, the Contractor shall enter into a subcontract with such subcontractor to perform such work. All the Contractor's markups shall be in accordance with the provisions of Section 3-3.2.3(b).

The extra work as defined in this section of Standard Specifications, and any work done beyond the lines and grades shown on the plans, shall only be performed when ordered in writing by the Engineer. In absence of such written order, any such work shall be considered unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense.

3-3.2.2(a) Basis for Establishing Labor Costs:

The cost of labor shall be the actual cost for wages of workers performing the extra work based on basic hourly rate plus fringe benefits paid in accordance with the certified payroll statements, plus a labor surcharge base on the actual cost but in no case shall exceed twenty (20%) percent. This labor surcharge shall be considered to include employer payment of payroll taxes, worker's compensation insurance, liability insurance, social security, Medicare, Federal and State unemployment, and the State training taxes. All other compensation to the Contractor for labor on extra work shall be considered included in the fifteen (15%) percent markup for overhead and profits as amended in Section 3-3.2.3 of the City of Orange Standard Plans and Specifications.

3-3.2.3(a) Work by Contractor:

A combined single mark up of 15% shall be allowed for labor, material, bonding, equipment rental and other items and expenditures and shall constitute for all overhead and profit.

3-3.2.3(b) Work by Subcontractor:

When any of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's costs as determined under 3-3.2.2. Contractor is allowed to markup 5% to the sum of the contractor's costs and markup for all overhead and profit for the contractor on work by the existing subcontractor. Contractor can markup 10% to the sum of the contractor's costs and markup for all bonding, overhead, and profit for the contractor on work by a new subcontractor.

3-3.2.3(c) Tool and Equipment Rental:

When the rental rate of equipment includes an operator, the work performed by such rented equipment shall be considered subcontracted work and compensation shall be made to the prime contractor pursuant to Section 3-3.2.3(b).

3-5 Disputed Work:

Any claims, potential claims based on an act or failure to act by the Engineer, any protests against the rulings and decisions of the Engineer, shall be made in writing. Such claims, potential claims or protests shall be addressed to the Engineer and shall be submitted within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to such action by the contractor.

The written determination rendered by the Engineer on such actions by the contractor shall be considered as a final ruling of the City of Orange. Any monetary claims against the City regarding the City's decision shall be filed with the City Clerk of the City of Orange in accordance with the provisions of chapter 3.16 of Orange Municipal Code, California Government Code sections 810, 901, 905, 911, 915, 935 and 945.

## **SECTION 5 - UTILITIES**

5-1 Location:

Location of utilities shown on plans shall be considered approximate only. Contractor shall carefully excavate in the vicinity and shall locate all utilities shown on the plan. The Contractor shall be responsible for any damage to existing utilities shown on the plan, regardless of exact location.

Locations of sewer laterals if shown on the plans are from the available records of the City of Orange. All the sewer laterals from the sewer main to the property may not be shown on the plans. However, the Contractor is required to assume that each property will be served by a sewer lateral. The sewer laterals are not the property of the City of Orange and these laterals from sewer main to the property belong to each individual property owner. The Contractor shall contact each property owner to determine the location and depths of such laterals and shall protect these in place. Full compensation for protecting such laterals in place shall be considered included in the prices bid for items of work, which may affect such laterals.

Revise fifth paragraph of the Standard Specifications to read:

The Contractor shall notify each owner of the subsurface installations, including the service connections, and shall determine the exact location and depth of subsurface installation as approximately marked by the respective owners, which may affect or be affected by the Contractor's operations. The City of Orange shall not be responsible for any compensation to the Contractor for any unmarked or incorrectly marked approximate locations by the respective owners. If no pay item is provided in the contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work. "Subsurface Installation" in this section means any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain pipes, operated or maintained in or across public streets or public right-of-way.

Prior to any construction activities, it is the responsibility of the Contractor to determine and pothole any underground utilities which potentially conflict with the work to be done by the Contractor as shown on the plan. The Contractor shall be responsible for any damage to the marked or unmarked existing utilities, regardless of exact location. The Contractor shall be entitled to extension of time without any additional compensation for the delays attributed to any conflicts of marked or unmarked existing utilities.

## **SECTION 6 - PROSECUTION, PROGRESS & ACCEPTANCE OF WORK**

### **6-1 Construction Schedule and Commencement of Work:**

Prior to the commencement of construction, arrangements will be made for a meeting between the Contractor and the Engineer. The purpose of this meeting is to coordinate the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. The Contractor shall submit at this meeting, for approval by the Engineer, the schedule required in the Standard Specifications showing the number of calendar days required to complete the project.

The Construction Schedule must be submitted to the City for review and approval at the Pre-Construction Meeting. The Contractor cannot start any work until the construction schedule has been accepted by the City. The construction schedule must be prepared using Critical Path Method (CPM) and shall be revised and resubmitted if the schedule fails to reflect the actual progress.

### **6-2 Prosecution of Work**

To minimize public convenience and possible hazards, the Contractor shall be required to restore the streets, sidewalks, and other work areas to their original condition as soon as practicable, and to allow for cooperative work by the City, and other agencies or firms completing concurrent work activities during the construction period. The Contractor shall prosecute the work to completion without break or interruption, achieving at least 50% of the average daily production except for conditions defined in Subsection 6-6.1. If as determined by the Engineer, the Contractor fails to prosecute his work to the extent that the above purposes are not being accomplished, the Contractor shall, upon orders from the Engineer, immediately take steps necessary to fully accomplish said purposes. All costs of prosecuting the work as described herein shall be included in the Contractors bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders from the Engineer to do so, the Engineer may suspend the work in whole, or in part, until the Contractor takes said steps, or may pursue alternate means of seeking compliance.

6-7.1 Working Hours:

**Normal working hours are from 7:00 AM to 4:00 PM for residential streets and from 9:00 A.M. to 3:30 P.M. for arterial streets. Working days shall be limited to Monday through Friday, excluding all City observed holidays, and no work will be permitted outside normal working hours except under extraordinary circumstances and with prior approval of the City Engineer.**

## **SECTION 7 - RESPONSIBILITIES OF CONTRACTOR**

7-2.3 Prevailing Wage Rates:

The Contractor shall comply with the provisions of 1770 to 1780, 1810 to 1815, 1860 and 1861 inclusive, of the California Labor Code, the latest prevailing rate and scale of wages established per the determination of the Director of the Department of Industrial Relations, State of California, and any latest changes thereto, on file with the Department of Public Works of the City of Orange, prior to the date on which notice inviting bids is last published in a local newspaper. The Contractor shall comply with the requirement of the payment of travel and subsistence payments to each worker on the work; he shall forfeit penalties prescribed therein for non-compliance of the said code. The Contractor shall post and keep posted, for the duration of the contract, a copy of said prevailing rates at the job site.

Contractor's attention is directed to the expiration dates of the wage decisions of each craft. Contractor's bid shall include any increase in labor cost anticipated after these expiration dates and no additional compensation will be allowed for such increases.

Copies of the State general prevailing wage rates are not sold at the City of Orange, but the prevailing wage rates are available for review at the Department of Public Works. Contractor can purchase the State general prevailing wage rates from the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit, 455 Golden Gate Avenue, 5th Floor, Room 5184, P.O. Box 420603, San Francisco, CA 94142-0603, telephone number (415) 703-4774.

In order to verify the compliance to the said code, the Contractor shall keep an accurate weekly record, for the duration of the contract period, of his and his sub-contractor's payroll statements showing wages paid each employee during each week and the employee work classification. The Contractor shall preserve such record for ninety (90) days after the date of recordation of the notice of completion of the contract and upon written notification by the Engineer these shall be submitted within ten (10) days to the Engineer for checking. Using State Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

Certified Payroll Reports, Statement of Compliance and Fringe Benefit Statement must be signed by President or Owner of the Company including all subcontractors. Contractor may submit a letter of authorization for authorizing an individual such as, payroll officer, office manager, and secretary to sign all certified payroll reports. This letter must be submitted with the first certified payroll report.

Contractor shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which results or arises in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that Contractor shall bear all risks of payment or non-payment of state prevailing wages. The foregoing indemnity shall survive termination of the contract and shall continue after completion and acceptance of the work.

7-2.4 Apprentices and Fair Employment Practices:

Attention is directed to the provisions in Section 1777.5 and 1777.6, and Division 3, Chapter 4 of the California Labor Code concerning fair employment practices and the employment of apprentices by the Contractor or any sub-contractor



under him. The Contractor and any sub-contractor under him shall comply with the requirements of said sections in the employment of apprentices, and fair employment practices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards or its branch offices.

7-3            Liability Insurance

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. **Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).**
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Contractor shall maintain limits no less than:

1. General Liability:                    \$2,000,000            per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:                \$1,000,000            per accident for bodily injury and property damage.
3. Workers' Compensation:              As required by the State of California.
4. Employer's Liability:    \$1,000,000            per accident for bodily injury or disease.

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

Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured Endorsement (Insurance Services Office, Inc. Form CG 20 10 11 85 or such other form as may be acceptable to the City) to the Contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to the City

The Contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this clause. The endorsements should be on forms acceptable to City. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

All insurance procured and maintained by the Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide.

Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City. In such a case, the City may procure insurance or self insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

Contractor hereby agrees to waive subrogation which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

7-5 Permits and Licenses:

Except as otherwise specified in the Special Provisions, the Contractor shall procure all permits and business licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. These permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work from other agencies, the Contractor shall comply with the provisions of said permits, licenses and other authorizations. Any charges such as inspection fees, bonds, insurance that may incur due to the Contractor's performance in accordance with such permits shall be considered included in the bid items for the various items of work involved.

Full compensation for permits and licenses will be considered as included in the prices paid for the various items of work involved, no additional compensation will be allowed therefore.

7-6 The Contractor's Representative:

The Contractor shall file with the Engineer the addresses and telephone numbers where he or his designated representative may be reached during hours when the work is not in progress, so that 24-hour, 7-days a week contact can be maintained.

Instructions and information given by the Engineer to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

7-7 Cooperation and Collateral Work:

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The City, its workers and contractors and others, shall have the right to operate within or adjacent to the work site during the performance of such work.

The City, the Contractor, and each of such workers, contractors, and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bids all cost involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delays, the Contractor shall redeploy its work force to other parts of the work. Should the Contractor be delayed by the City, and such delay could have not been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of delay, the effect on the project, and any extension of time.

7-8.1 Cleanup and Dust Control:

Unless otherwise authorized by the Engineer, all surplus materials shall be removed from the site of the work immediately after completion of the work causing the surplus materials. Unless the construction dictates otherwise, and unless otherwise approved by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Failure of the Contractor to comply with the Engineer's dust control orders may result in an order to suspend work until the condition is corrected; after filing notice to the Contractor, the Engineer may order this accomplished by others. All costs thus incurred shall be deducted from the amount to be paid to the Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed, or material used, to control dust resulting from the Contractor's performance on the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the prices paid for the various items of work involved.

7-8.5 Temporary Light, Power and Water:

The Contractor shall provide for his employees an adequate supply of potable drinking water, which shall be dispensed through approved sanitary facilities.

The Contractor shall be required to deposit with the City Water Department a meter service charge of \$800.00 for each construction meter used on a City Fire Hydrant. The Contractor will not be charged rental on each construction water meter and the Contractor shall not pay for the water used on the project.

7-8.7 Drainage Control

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor will be required to control all water encountered during construction and shall use appropriate methods of sediment control and debris barriers to prevent any contaminated water from entering the storm drain piping. These methods shall include the placement of sand bags, filter fabric and fencing, berms, and other temporary barriers as needed to comply with the City's requirements for construction activities. During the course of water control the Contractor shall conduct construction operation to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

The Contractor shall conduct his operation in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses to prevent ponding of water during all phases of construction. Diversion of water for short reaches to protect construction in progress will be permitted, if public or private properties in the opinion of the Engineer are not subject to the probability of damage.

The Contractor shall maintain drainage within and through the work areas. The Contractor shall provide and maintain, at construction site, ample means and devices with which to block, remove, and properly dispose of all water entering the excavation. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

Contractor shall contact adjacent residents and businesses to turn off the irrigation systems that are impacting the construction zone. Diversion of surface water including nuisance water from the excavation site and work area shall be the responsibility of the contractor, and no separate compensation will be allowed for the removal of surface water from the excavation site.

#### 7-9 Protection and Restoration of Existing Facilities

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

Contractor shall protect all existing improvements within the right-of-way, which are not designated for removal. Existing improvements damaged by the contractor as a result of his operations shall be repaired or replaced by the Contractor at no cost to the property owner or City.

Sprinkler systems damaged by the Contractor shall be repaired to working operation within **48 hours** to the satisfaction of the Engineer. Repairs shall be made with salvaged equipment or new irrigation risers and heads as required to match existing irrigation improvements adjacent to work area.

Prior to backfilling area adjacent to curb repairs, the excavation shall be compacted and graded level or at a slope not to exceed 1(vert) to 4 (horiz). Grass parkways shall be overseeded with lawn seed and topsoil to the satisfaction of the Engineer.

Full compensation for **PROTECTION AND RESTORATION OF EXISTING FACILITIES** shall be included in the contract prices bid for other items of work and no additional compensation will be allowed therefore.

#### 7-10 Public Convenience and Water:

No material or other obstructions shall be placed within fifteen (15) feet of any fire hydrant which shall at all times be readily accessible to the Fire Department.

Contractor shall not store construction equipment within public right-of-way. Construction site must be swept and washed clean at the end of each work day. The City is not obligated to provide storage yard for materials, equipment, and construction site debris.

Payment for the requirements of **PUBLIC CONVENIENCE AND WATER**, including all labor equipment, tools, materials and incidentals required to complete the work shall be included in the contract prices bid for the various items of work involved. No additional compensation will be allowed therefore.

#### 7-10.1 Traffic and Access:

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense. If attention is directed to the existence of a hazard and the Contractor fails to provide such devices, said devices will be placed or caused to be placed by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50.00 per call-out plus \$25.00 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total of contract price for the work.

Each traffic control, warning, and guidance device required for the work shall be continuously monitored by the Contractor for its adequacy, including, but not limited to:

- 1) type
- 2) location and placement
- 3) size
- 4) reflectivity (if to be in place during darkness)
- 5) condition of repair

The overall work site traffic control, warning, and guidance effort shall be continuously monitored by the Contractor for its adequacy in detouring traffic around, or circulating traffic through the work area. Any deficiencies by the Contractor in such monitoring, or correcting inadequate work-site signing, shall be considered just cause for the Engineer or his representative to suspend the work. The decisions made by the Engineer in this regard shall be final.

#### 7-10.3 Street Closures, Detours, Barricades

In addition to the "Standard Specifications", the Contractor shall conform to the following:

##### **Traffic Control and Lane Closure**

**Description:** This work shall include, but not be limited to, providing delineation, lighted barricades, flashing arrow boards, signing for detours, traffic channelization, "No Parking" signs for public safety. **The Contractor shall conform to the "Work Area Traffic Control Handbook" (WATCH).**

**Construction:** Traffic control shall conform to applicable provisions of the contract plans, Standard Specifications and these special provisions.

- Any changes in provided Traffic Control Plans shall be prepared by the Contractor and shall be approved by the City Engineer prior to work.
- The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times.
- The Contractor shall provide temporary asphalt concrete ramps at grind areas against existing asphalt concrete pavement.
- All warning lights, signs, barricades, delineators, detours, and other facilities for the convenience and direction of public traffic shall be furnished and maintained by the Contractor.
- All traffic control shall conform to and be placed in accordance with current "State of California", Manual of Traffic Controls" for construction and maintenance work zones and the latest updated version of the "Work Area Traffic Control Handbook" (WATCH).
- Flashing arrow signs shall be furnished and maintained as directed by the Engineer.
- The Contractor shall follow and implement the City approved traffic staging plans included in the plan set. The staging plans shall be used by the Contractor to construct the necessary street improvements while maintaining the minimum lane configurations and turn movements as established by the City Traffic Engineer. The Contractor has the option to revise and submit new traffic control plans prepared by a licensed Traffic Engineer to the City should the Contractor request a change in the construction staging operations.
- Copies of any revised traffic plans shall be submitted 10 days prior to the preconstruction meeting for review by the City Traffic Engineer.

- During working hours as described in Section 6-7.1, resident and business access shall be maintained at all time. No lane closures or construction will be permitted on any street on Fridays and Saturdays, or legal holidays unless authorized by the City Traffic Engineer.
- During non-working hours, all streets shall be opened for two-way traffic and street parking except for the work area shall be delineated additionally with lighted flasher type barricades, spaced a maximum of 50 feet on center or as may be directed by the City Traffic Engineer. No trench shall be left open on any street on Saturdays, Sundays, or legal holidays unless authorized by the City Traffic Engineer. All trenches shall be filled with temporary asphalt concrete to the existing finished surface at his own expense.
- Emergency vehicles shall be permitted to pass through the work area without delay at all times. Any deviation from the two lane requirement shall be reviewed and approved by the City Traffic Engineer.
- During the course of work, the Contractor shall make minor changes and add or delete signing, as may be required by the City Traffic Engineer to correct problem traffic situations which are a result of the Contractors operations. In special cases, the Contractor shall be required to furnish flagmen as requested.
- The Engineer shall have the authority to direct the Contractor to reschedule his work as necessary to reduce or eliminate: (1) vehicular traffic conflicts, or (2) inconvenience to adjacent residences and businesses, or (3) coordination with "Caltrans" freeway closures, and other City construction projects in the area. If the permanent surfacing of an access is not completed within 72 hours, the Contractor shall provide temporary asphalt concrete surfacing to such access at his own expense.
- Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall be in place before any lane closure requiring its use is completed.
- The Contractor is required to excavate, compact and complete deep lift asphalt concrete pavement section in the same working day, prior to excavation of further roadway sections or cold plane operations within project, excluding construction of the concrete approach lanes. The length of excavation shall be limited to 1000 feet as directed and approved by the Engineer. All travel lanes must be open at 5:00 AM.
- Access to all private properties shall be maintained at all times during construction.
- Contractor shall provide notification to property owners at least twenty-four (24) hours before commencement of any work on/or adjacent to their property.
- All travel lanes reopened to traffic must at least have final asphalt concrete base course placed in reconstructed areas.
- Where two or more points of access to a business are available, only one driveway shall be closed at any time. Where only one driveway exists, the Contractor shall provide temporary access during normal business hours.

All costs involved for detouring, signing, temporary street delineation, and other requirements specified in this section of the Standard Specification shall be included in the respective bid items.

#### 7-10.3.1 Additional Traffic Control Notes

- 1) All work and materials shall comply with "Caltrans" Manual of Traffic Controls in Construction and Maintenance Zones, and Work Area Traffic Control Handbook, latest editions.
- 2) The Contractor shall have all signs, delineator, barricades, arrow boards, etc., properly installed prior to commencing construction. Arrow boards utilized on the project shall be solar/battery powered.

- 3) All temporary striping and markings shall conform to the "Caltrans" standard plans and specifications. Raised pavement markers shall not be used. Striping damaged by construction shall be repaired in kind to the satisfaction of the engineer.
- 4) Flashing yellow beacons, type "B", shall be used on all C18 signs and on all type II and III barricades guarding the work area overnight.
- 5) All advance warning sign installations shall be equipped with flags or daytime closures.
- 6) All delineators shall be 36" minimum portable, reflectorized rubber guide posts, orange in color, with double weighted base rings and shall be kept in their proper position at all times and shall be repaired, replaced or cleaned as necessary to preserve their appearance and continuity.
- 7) All signs shall be reflectorized and standard size.
- 8) Type II barricades with flashers may be used, in lieu of or in addition to the rubber guide posts, at the discretion of the contractor, when they are intended to provide additional emphasis in areas where workers are present.
- 9) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- 10) The Contractor shall maintain on a 24-hour basis, all signs, delineators, barricades, etc. to ensure proper flow and safety of traffic.
- 11) Pressure sensitive traffic marking tape and/or striping paint may be used to supplement the channelizing devices, delineators, reflectorized signs, and barricades.
- 12) All conflicting stripes, pavement markings, and legends shall be completely removed by wet sandblasting, or other method approved by the engineer prior to any change in the traffic pattern.
- 13) The Contractor shall cover all existing speed limit signs during work hours and install C17 signs.
- 14) Where work is being performed at signalized intersections or detection areas are damaged, the signal shall be placed on vehicle recall by the Traffic Engineer. Notify Traffic Engineer (714) 532-6427, seventy-two (72) hours prior to work.
- 15) At signalized intersections two signal heads shall be visible to approaching traffic at all times. The Contractor shall be responsible for all signal modifications during detour construction. Signal work shall be performed by a licensed traffic signal contractor.
- 16) The traffic staging plans shall indicate vehicular traffic control in work area during construction activity. Additional traffic controls, traffic signs, or barricades may be required in the field. The Contractor shall be responsible for the placement of any additional devices necessary to assure safety to the public at all times during construction.
- 17) The City Engineer reserves the right to make any changes necessary as field conditions warrant. Any changes shall supersede the plans and be done solely at the contractor's expense.
- 18) The Contractor shall notify the City Engineer or his representative at least five (5) working days in advance of initiating any construction detour. The Contractor shall provide additional traffic detour plans for work at signalized intersections for approval of the City Engineer.
- 19) The Contractor shall provide pedestrian walk ways and crosswalk access at all times when crosswalk or sidewalks are to be closed, R96 signs and barricades shall be installed.
- 20) The Contractor shall notify all local businesses 14 days prior to detour construction for all night time construction. For daytime construction, the Contractor shall notify the local businesses 7 days in advance of work to be done.

#### 7-10.3.2 Payment

Payment for **TRAFFIC CONTROL** shall be included in respective items of work and shall include all costs, to prepare the supplemental traffic control plans, if required, including all labor, materials, tools and equipment required by the City Engineer to complete the work. No additional compensation will be allowed therefore.

#### 7-10.4 Public Safety

The Contractor shall have at the worksite copies of suitable extracts of the most current edition of the California Occupational Safety and Health Act as superseded by Federal Occupational Safety and Health Act. The Contractor shall comply with provisions of these and all other applicable laws, ordinances and regulations.

#### 7-13 Laws to be Observed

The Contractor shall protect and indemnify the City, the City Council, the Engineer, and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal or Local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

### **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

Provisions of this section do not apply unless otherwise provided in Special Provisions.

### **SECTION 9 - MEASUREMENT & PAYMENT**

#### 9-3.2 Partial and Final Payment:

Partial payments, except the final payment, shall not be made for periods of less than one month. To claim a partial payment on the amount due or the final payment itself, the Contractor shall obtain approval of measurement of quantity of work completed from the City inspector and shall prepare an invoice showing bid items, unit bid price, quantity completed, quantity previously paid, total quantity as of the date of invoice, amount claimed in the invoice, previous payment, amount to be retained, and the contract amount unless satisfactory substitution as permitted by the provisions of this section are provided by the Contractor. The invoice shall be submitted to the Engineer two weeks prior to the second or fourth Tuesday of the month, the days on which payments are placed in the warrant lists for Council approval. Such payments are made by the Finance Department during the week in which these are approved by the City Council.

After completion of the contract, the City Council shall, upon recommendation of the Engineer, accept the work as completed and authorize the final payment.

The final payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

It is mutually agreed among the parties to the contract that no certificate given or payment made under the contract, except the final certificate of final payment, shall be conclusive evidence of full or substantial performance of this contract; no payment shall be construed to be an acceptance of any defective work or improper material.

Unless a written notice of protest disagreeing with the approved final payment and a notice of intentions of additional claims is filed with the Engineer prior to acceptance of the approved final payment, the acceptance of the final payment



by the Contractor shall release the City, the City Council, and the Engineer from any and all claims or liabilities on account of work performed by the Contractor under the contract or any alterations thereof.

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-3.2.1 Substitution of Securities for Retention

9-3.3 Delivered Materials:

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in the specifications.

9-3.4 Mobilization:

Mobilization shall include the costs incurred by the Contractor for providing bonds, insurance, permits and licenses as required; initial move-in costs of labor, equipment tools, materials and incidentals; all subsequent move-in and move-out costs for construction of the different items of work required by either the Contractor's operations or due to the coordination required by the Contractor with subcontractors, utility agency work, or unforeseen delays described in Section 6-6.1 beyond the control of both the Contractor and the City; and all the preparatory work and operations for which no separate bid item is provided in the proposal.

Payment for **MOBILIZATION** including all labor, tools, materials and equipment required to complete the work shall be included in the contract prices bid for various items of work and no additional compensation will be allowed therefore.

### **PART 3**

### **CONSTRUCTION METHODS**

**306-15 Payment:**

Payment for **SEWER LINE CLEANING, VIDEO INSPECTION, AND EMERGENCY RESPONSE SERVICES PROJECT** shall be paid per unit prices as set forth in the Bid Schedule and shall include all items as outline in the scope of work, traffic control, all labor, materials, to include travel time and equipment necessary to complete the work. No additional compensation will be allowed. Some quantities of sewer line have been estimated. Actual lengths shall be determined by the City during the Agreement Term. Payment shall be made at the unit price provided, regardless of the number of units performed. The Agreement shall be a not-to-exceed contract of **\$500,000** per year.

**APPENDIX – A**  
**Scope of Work & Hot Spot List**

# **SCOPE OF WORK**

## **Sewer Line Cleaning, Video Inspection, and Emergency Response Services Project**

**Background:** The City of Orange, located in Orange County, California, is a public agency responsible for collecting, and safely disposing of wastewater and its residuals for its residents and businesses. The City's sewer system consists of a network of local collectors and trunk mains. Sewage from Orange is ultimately discharged into the Orange County Sanitation District lines at various locations along its boundary. In addition, sewage from the City of Villa Park enters the Orange system at one location on its eastern boundary. The City has two small pump stations. Maintenance of the pump station is not a part of the requested services.

In May, 2010 the City adopted its Sanitary Sewer Management Plan (SSMP) to meet the requirements of The State Water Resources Control Board (SWQCB) Order No. 2006-0003-DWO entitled STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS. The selected service provider will become an important team member to assist the City in meeting the requirements of the Operation and Maintenance Program, Overflow Emergency Response Plan as well as the Monitoring and Reporting elements of the SSMP.

The City intends to enter into a not-to-exceed Agreement for three years with up to two year extensions at the discretion of the City. The annual budget for the services describe herein is set at **\$500,000.00** per year. Work will be assigned to the Service Provider monthly and paid at the unit price as listed by the selected Proposer in the Bid Schedule below, not-to-exceed **\$500,000.00** per year.

The successful Service Provider shall provide sewer line cleaning and video inspection services for various locations without the City. In addition, as required and requested by the city, the Service Provider shall provide emergency response service in accordance with established City procedures. The Service Provider shall perform the following tasks as assigned by the City:

- **(Bid Item #1)** Sewer line cleaning of “hot spots” – sizes, locations, and schedule as shown in Attachment A. Service Provider shall conduct cleaning as scheduled (e.g. every 3 months, every 6 months, etc.) to include designated nighttime cleaning as shown on Attachment A. Segments designated to be cleaned every 3 months shall be cleaned at least 4 times per City fiscal year (July 1 – June 30) and segments designated to be cleaned every 6 months shall be cleaned at least 2 times per City fiscal year (July 1 – June 30). See below for specific requirements.
  
- **(Bid Items #2 and #3)** Routine sewer line cleaning – various pipe sizes and locations as assigned by the City. Service Provider shall conduct cleaning as directed by the City’s representative on a per unit price basis for sewer lines on residential or arterial streets. See below for specific requirements.

- **(Bid Items #4 and #5)** Sewer line video inspection – various pipe sizes and locations as assigned by the City. Service Provider shall conduct video inspection as directed by the City’s representative on a per unit price basis for sewer lines on residential or arterial streets. See below for specific requirements.
- **(Bid Items #6 and #7)** Sewer line video inspection with flow bypass/plugging – various pipe sizes locations as assigned by the City. Service Provider shall conduct video inspection as directed by the City’s representative on a per unit price basis for sewer lines on residential or arterial streets. See below for specific requirements.
- **(Bid Items #8)** Sewer line cleaning and video inspection – various pipe sizes and locations as assigned by the City. Service Provider shall conduct cleaning and video inspection of various locations as directed by the City’s representative on a per unit price basis. See below for specific requirements.
- **(Alt. Bid Items #1, #2 and #3)** Emergency response services – various locations as assigned by the City. The Service provider shall provide emergency response on an on-call basis within the time designated below. Payment will be based upon an hourly rate for three different, fully equipped, crew sizes. Specifically a one man, a two-man crew and a three-man crew. **A two hour minimum shall apply for all calls and to include travel time.** Costs associated with material used during an emergency response will be reimbursed by the City at cost. Prior approval by the City’s representative for material used and receipts are required for reimbursement.

***General Information:***

Service Provider Requirements – The Service Provider's supervisor(s) performing the work must be qualified to perform the work as noted in these specifications and have a minimum of five- (5) years experience in cleaning and video inspection of sewer line. All operators shall be National Association of Sewer Service Companies (NASSCO) certified by passing the three day Pipeline Assessment and Certification Program (PACP). The methodology of evaluation, data collection, condition indexing, and reporting criteria used for the NASSCO certification shall be practiced for all work in this Contract.

City Sewer Facilities Map – A copy of the City Sewer Existing Facilities Map is available for review at the Public Works Counter, 300 East Chapman Ave, Orange, CA 92866). Upon award of a contract, the Service Provider will be given a copy of the City Sewer Atlas Maps that give line size and slope as well as manhole ID and depth. City sewer lines are VCP and PVC, and range in sizes from 6 to 30 inches in diameter.

## ***Sewer Line Cleaning:***

“Hot Spot” Cleaning Overview – The Service Provider shall furnish all labor, materials, equipment and incidentals necessary for the cleaning of sewer lines and manholes identified as “hot spots” per Attachment A. “Hot spot” cleaning will be continuous throughout the contract duration based upon the schedule provided in Attachment A. The Service Provider shall be responsible for the removal of debris from the sewer pipeline and manholes, and shall take all the necessary steps to ensure that no spills of any sewage occur. Pipeline debris is described as, but not limited to, grit, sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid materials. Cleaning shall occur as scheduled (e.g. every 3 months, every 6 months, etc.) to include designated 3 month nighttime cleaning as shown on Attachment A. Segments designated to be cleaned every 3 months shall be cleaned at least 4 times per City fiscal year (July 1 – June 30) and segments designated to be cleaned every 6 months shall be cleaned at least 2 times per City fiscal year (July 1 – June 30).

Routine Cleaning Overview – The Service Provider shall furnish all labor, materials, equipment and incidentals necessary for the cleaning of sewer lines and manholes as requested by the City on a case by case basis. The Service Provider shall be responsible for the removal of debris from the sewer pipeline and manholes, and shall take all the necessary steps to ensure that no spills of any sewage occur. Pipeline debris is described as, but not limited to, grit, sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid materials.

Cleaning Equipment for “Hot Spot” and Routine Cleaning – A Combination of high-velocity hydro-cleaning and vacuum removal equipment shall be utilized and shall have the following features as a minimum:

- A minimum of 600 feet of 1-inch diameter high pressure hydro flushing hose.
- A dual degree nozzle with 6 jets at 15 degrees and 6 jets at 45 degrees is preferred for normal cleaning. A comparable nozzle may be used upon approval by the City. In addition, a grease nozzle and penetrating head nozzle shall be available. Nozzle skids shall be used for the appropriate size of pipe being cleaned. The nozzle used for normal cleaning shall be specifically sized for the jetter pump used for this contract. Nozzle specifications with orifice size shall be submitted to the City for review and approval based upon pipe size. Worn nozzles (orifice size .005" over) shall not be used. The City shall have final determination on the nozzle size used at no additional cost to the City.
- At least one root cutter attachment for 6" pipe and above.
- A high-pressure handgun for washing and cleaning manhole walls, channels, shelves, and manhole cover frames.
- A 1,500-gallon minimum water tank, pump and a hydraulically driven hose reel.
- Equipment operational controls located above ground.
- Minimum working pressure of 1,200 pounds per square inch at 65 G.P.M. rate.
- Centrifugal or positive displacement blower vacuum equipment suitable to remove all debris at the downstream manhole while the hydro flushing is being performed.
- Two (2) two-way hand held radios for communication in easements.
- Small hand tools for changing fittings and removing bolt down manhole covers.
- Spill containment equipment.

- Rakes, screens and all necessary hand tools necessary to capture larger debris.

Cleaning Precautions – During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to ensure that the water pressure or head created does not damage or cause flooding of public or private property being served by the sewer. Care shall be exercised in the selection and use of the cleaning tools to avoid pipe damage. **The Service Provider shall be responsible for all costs of repairs and/or clean up to City owned or private property to the City's satisfaction.** Use of a nozzle skid is required to prevent accidental entry of nozzle into house connections. Specific locations within the City shall be cleaned with a reduced psi as directed by the City designated representative(s) in order to avoid damage to private property. Reduced psi methods will not absolve the Service Provider from cleaning said locations to the standards required in this RFP.

Sewer Cleaning Procedures –

*Hot Spots:* Cleaning shall occur per the schedule provided in Attachment A. Prior to start of work each fiscal year (July 1 – June 30) the service provider shall hold a "kick-off" meeting with the City's designated representative(s) to determine the start date and segment sequence of "hot spots". The Service Provider shall prepare a map showing the proposed cleaning sequence by day of work for discussion at the meeting. No work shall start until the cleaning sequence has been approved by the City. Subsequent proposed revisions to the sequence shall be approved by the City prior to commencement of work.

*Routine:* Cleaning shall be conducted on an as needed basis as requested, in writing, by the City. Prior to start of work the service provider shall hold a "kick-off" meeting with the City's designated representative(s) to determine the start date and segment sequence. The Service Provider shall prepare a map showing the proposed cleaning sequence by day of work for discussion at the meeting. No work shall start until the cleaning sequence has been approved by the City. Subsequent proposed revisions to the sequence shall be approved by the City prior to commencement of work.

*Hot Spot and Routine Cleaning:*

The designated sewer line segments will be cleaned using combination high-velocity jet with vacuum removal. The normal cleaning operation shall be to jet from the downstream manhole towards the upstream manhole thereby pulling any debris back to the downstream manhole. Pullback rate on jetting shall not be greater than 40 feet per minute. If, after the initial cleaning, debris is encountered, the entire run shall be made repeatedly until debris is no longer present. At any sign of significant dirt and gravel the cleaning operation for that pipe shall cease and the City shall be notified of a possible line break.

Once the appropriate traffic control has been placed by the Service Provider, the Service Provider shall wash the upstream manhole with the high-pressure water gun while being cautious not to spray any surrounding vehicles or pedestrians. All manholes, except for inaccessible manholes, shall be washed and any loose debris shall be removed. Evidence of unwashed manholes shall result in re-cleaning of that pipe segment. Any major defects in the manhole or the frame and cover

shall be noted and brought to the attention of the City for remedy. No debris from the cleaning work shall be left on the roadway.

The equipment shall be capable of removing dirt, grease, roots, grit and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from the downstream manhole, the equipment will be set up on the upstream manhole and cleaning will again be attempted. If successful cleaning again cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the Service Provider will notify the City representative of this condition immediately for further instructions.

The Service Provider shall be prepared to use root saw tools on the segments to be cleaned as needed. Lines where root sawing is performed shall upon CCTV inspection have no more than one half inch of root stub present. Longer lengths of roots remaining shall result in a repeat root sawing effort at no additional cost to the City. Root cutting shall be part of the unit price for bid items requiring cleaning. No separate payment will be made for root cutting.

For pipeline segments with extremely steep slopes, where the jetter nozzle fails to climb to the upstream manhole the cleaning method shall be to jet from the upstream manhole down slope for washing purposes. Then, jet from the downstream manhole upslope so that the cleaning directions overlap. Water for cleaning will be from the closest available fire hydrant. The Service Provider will make arrangements with the City's Water Division for the water meters and any other equipment needed to obtain water from the local fire hydrant. The Service Provider shall obtain a no-fee permit from the Water Division prior to using any City water. There will be no cost to the Service Provider for City water used for sewer line cleaning within City right-of-way and City owned easements.

Line cleaning sequence cannot be changed such that debris from upstream reaches will be deposited into recently cleaned downstream reaches. If this is found to occur, The Service Provider will re-clean the downstream reaches at no cost to the City.

Material Removed – The Service Provider shall be responsible for the removal of debris from the pipeline and cleaning and/or re-cleaning the pipe wall to the satisfaction of the City. All grit, sludge, dirt, sand, rocks, roots, grease and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which may cause line stoppages, shall not be permitted.

Lines shown by CCTV to contain root balls or other debris that may potentially cause a stoppage, that were reported to have been cleaned, may require an emergency call-out by the Service Provider to remove the debris, at no additional charge to the City. The Service Provider shall respond to the site once contacted within one (1) hour. If unable to be contacted or not able to be on site within the hour response time the City will make other arrangements to clean the area and back charge the Service Provider for all costs incurred.

Material Disposal – Liquids shall be decanted and drained back to the sewer. All solids or

semisolid resulting from the cleaning operations will be removed from the work site and disposed of by the Service Provider at a legally acceptable site. The amounts and disposal dates shall be reported to the City as part of a monthly cleaning submittal to the City by the Service Provider. All materials will be removed from the work site at the end of each workday. Under no circumstances will the Service Provider be allowed to accumulate debris, etc. on the site of work or at City owned facilities beyond a single workday, except in totally enclosed leak and odor proof containers and as approved by the City.

Television Inspection - After each weekly cleaning report submittal, the City may select up to 10% of the total footage cleaned for closed circuit television (CCTV) inspection by the City or an independent CCTV contractor on a random basis to determine the effectiveness of the cleaning operations. The CCTV inspection shall occur within one week of receiving the cleaning submittal. Pipeline segments found to be unacceptably cleaned during the CCTV review shall be re-cleaned by Service Provider at no cost to the City. CCTV inspections resulting in more than 10% of the pipeline being unacceptably cleaned shall result in the entire pipeline included in the work being re-cleaned at no cost to the City. Any line segments requiring re-cleaning will be 100% CCTV reviewed. Any additional CCTV cost will be paid by the Service Provider. No further scheduled cleaning shall take place until all unacceptable pipeline segments are re-cleaned to the satisfaction of the City.

Submittals – Submittals, except for payment invoices, may be made electronically through e-mail or by hard copy. As previously mentioned the Service Provider shall submit: (1) a work cleaning schedule; (2) a monthly submittal of cleaned pipe listing the line segments and footages, any defective manhole structures including frames, covers, and caps; and (3) dates and amounts of debris disposal. Format of the submittals shall be reviewed and approved by the City prior to the initial submittal.

### ***Sewer Line Video Inspection:***

Video Inspection Overview – The Service Provider will furnish all labor, materials, equipment and incidentals necessary for the video inspection of various lengths and sizes of sanitary sewers located throughout Orange. Videos submitted to the City shall be a computer compatible file for a Microsoft Windows based operating system. The City utilizes the Granite GNET Premium software package. The Service Provider shall provide data and reports compatible to the City's system/software.

During video inspecting only, the sewer lines will be assumed to have been cleaned sufficiently for the camera to pass through the pipe. No additional charge shall be incurred by the City for video inspection in conjunction with sewer cleaning under this Contract if excessive debris prohibits the camera from successfully inspecting the pipe section.

Sewer Line Video Inspection – A color video will be made of the inspection and submitted to City's representative(s), along with the required Inspection Report and log sheets. In addition, a digital CD will be submitted showing only the noted defects (JPEG format).

Inspection shall be done during low flow periods, unless otherwise directed by The City. The



Service Provider shall divert gravity flows, when necessary. The Service Provider shall submit diversion plans to the City for review and approval at least 10 days prior to work.

Equipment – Video inspection equipment shall include video cameras, a video monitor, cables, power sources, and all equipment necessary to perform a video inspection per the Contract Documents. A backup camera shall be provided onsite at all times. The camera shall be specifically designed and constructed for the sanitary sewer. The camera will be operative in 100% humidity conditions. CCTV inspections shall be performed using Pan-and-Tilt camera (with a minimum of 360x270-degree rotation) video system. The camera and video monitor shall produce a minimum 460 lines of resolution. Illumination sensitivity shall be 3 lux or less. During inspection, lighting intensity shall be adjusted to minimize reflective glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered. Camera focal distance shall be adjustable through a range from 25mm (1 inch) to infinity.

Manual winches, power winches, TV cable powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication, will be set up between the two manholes of the section being inspected to ensure that adequate communications exist between the members of the crew.

Service Provider shall have camera cables, power cords, and ancillary equipment capable of recording reaches of up to 1500 feet in one direction.

Video Inspection Procedure – The camera shall be lowered into the manhole and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate footage reading. The cable footage-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall move through the pipeline in a downstream direction, whenever possible, at a maximum uniform rate of 30 feet per minute for all sewers. The cable footage-counter shall measure the distance between each inspection segment from centerline to centerline. The counter shall be accurate to less than one percent error over the measured distance.

The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. The observations shall also be noted on the inspection report with stationing referenced. These observations shall include, but not be limited to:

- Laterals - open or sealed
- Laterals - protruding or defective
- Cracks
- Offset joints
- Open joints
- Sags
- Line deviations
- Siphons

- Missing sections
- Infiltration
- Debris
- Grease
- Roots
- Vermin
- PVC liner or weld strip defects

Operator shall provide a 360-degree pan of all manholes. The camera lens shall be kept clear of condensation and debris. Recorded footage showing steam, inadequate lighting, or other poor image quality will be cause for rejection and non-payment by the City.

Reverse Setup: If during the inspection operation the television camera cannot pass through the entire manhole section (obstruction, etc.), the Service Provider will again set up his equipment in a manner so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire section, the Service Provider will notify the City representative(s) immediately for further instructions. The cost for a reverse set up shall be included in the unit price provided.

Sewer Flow Control – The maximum Depth of Flow for video inspections are:

- 6" -10" Pipe                      20% of pipe diameter
- 12" - 24" Pipe                    25% of pipe diameter
- 27" & up Pipe                    30% of pipe diameter

When, after any possible flow diversions have been made, and at low flow hours, the depth of flow is greater than recommended for video inspection, the Service Provider shall reduce flow by plugging or bypassing the flow. All plugging and/or bypassing shall be previously coordinated with and approved by the City at least 10 working days prior to the start of each job.

Spill Reporting and Handling – In the event of any Service Provider related overflow or interruption/ backup of customer service, the Service Provider shall immediately notify the City's representative and for after hours notification call (714) 538-1961, and shall contain and eliminate the overflow. Service Provider shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as a result of Service Provider's work. This is in addition to any and all costs incurred by the customer.

Video Inspection Report and Video Recording – Upon completion of the video inspection, the Service Provider shall provide the agency with an Inspection Report that includes the following:

- Brief summary of the work performed.
- Summary list of all pipeline segments inspected (i.e. manhole to manhole).
- Inspection reports (log sheets) of each segment.

- All original recordings (videotapes, etc.).
- Summary list of recorded observations and defects.
- If requested, photos of major defects for each pipeline segment (in JPEG format).
- Sewer maps and plans provided by the City to the Contractor for purposes of the inspection.

Minimum documentation shall consist of the Video Recording(s) and the Inspection Report. Videos submitted to the City shall be a computer compatible file for a Microsoft Windows based operating system. The Inspection Report for each segment shall be as specified above and shall contain the following as directed by the City:

1. Agency project or Contract number
2. Video date
3. Video time
4. Weather condition
5. Service Provider name
6. Service Provider job number
7. Operator(s) name
8. Street name or location
9. Cross street name or location
10. Surface material (asphalt, concrete, dirt, etc.)
11. Construction drawing number and sheet number
12. Manhole number (access point) - up stream
13. Manhole number (access point) - down stream
14. Manhole to manhole segment number
15. Manhole depth - up stream
16. Manhole depth - down stream
17. Basin or Area (Service Area)
18. Direction of camera
19. Pipe - size
20. Pipe - shape
21. Pipe - material (and coating, if applicable)
22. Pipe - footage centerlines ( on plan or map, if available)
23. Pipe - footage centerlines (on Video)
24. Pipe - flow up (percent of pipe at inlet or height of flow)
25. Pipe - flow down (percent of pipe at outlet or height of flow)
26. Pipe - joint lengths in feet
27. Video number
28. CD number
29. Observation descriptions
30. Schematic of pipeline showing laterals and observations and footage
31. Clock position of noted observations
32. Photographs of major defects or typical pipe condition
33. Notice of severely worn manhole covers
34. Notice of severely deteriorated manhole concrete structures
35. Notice of severely deteriorated manhole liners or coatings

36. Sewer pre-cleaned prior to inspection? (Yes or no)
37. Purpose of survey
38. Condition Index – NASSCO's PACP system shall be used for each segment of sewer line

The Service Provider shall use the National Association of Sewer Service Companies (NASSCO) defect coding and rating system on the Inspection Report and also the Summary List of Recorded Defects. Color video recordings of the data on the television monitor shall be made by the Service Provider, copies of which shall be provided to the City.

Initial Screen Text – Each pipe segment (manhole to manhole) shall be identified with an initial screen text and voice recording and shall include the following:

- Agency project or contract number
- Video date
- Video time
- Weather history
- Service Provider name
- Service Provider operator name(s)
- Street location name
- Manhole number - up stream
- Manhole number - down stream
- Direction of camera - with or against flow
- Pipe material(s) - as specified on plans
- Pipe footage - as specified on plans
- Pipe size - as specified on plans
- Tape number
- Agency representative's name

Running Screen Text – During the CCTV inspection, the running screen shall show the running footage (distance traveled) and the following text information at the bottom of the screen:

1. Manhole number - up stream
2. Manhole number - down stream
3. Pipe size
4. Pipe length
5. Date
6. Time of day

The format of the above text information shall be as shown in the following example: "MH32\_001/MH32\_002 (12"-410') 4/18/01 -10:20A.M." Manhole numbers will be provided by the City from maps or plans.

Ending Screen Text – At the end of each pipe segment, an ending screen text shall include the following:

1. "End of segment inspection"
2. Condition that prevented complete inspection, if applicable

The City representative shall review and approve the screen layout prior to the first inspection on this contract. The display on the screen shall be temporarily moved or turned off as required to obtain the highest quality documentation on the pipeline defects.

Video Recording Labels – Each video recording may contain one or more pipe segments. The video recordings shall have labels affixed to both the top and edge. Both labels shall be printed. Hard drives or CDs shall have the "top" label affixed to the outside of the hard drive or CD case. The top label shall contain the following text information:

- 1 Agency project or contract number
2. Summary of pipeline segment(s) each listing shall show:

- Manhole number - up stream
- Manhole number - down stream
- Footages - plan & video
- Tape number
- Dates of video
- Service Provider name

The edge label for videos shall contain the following printed text:

1. Agency project or contract number
2. Tape number
3. Date of Video

The "edge" label for CDs shall be these items printed on the CD.

The City Equipment and Labor – City equipment and labor, except for the City's representative to monitor the work, shall not be utilized at any time.

Manhole Covers – As directed by the City, the Service Provider shall re-plug all manhole pick-holes that were previously plugged within 24 hours after work is completed. The City shall review and approve the plugging material. Work area around the manhole is to be swept clean of all debris.

***Emergency Response Service:***

Emergency Response Requirements for SSO's – The Service Provider shall provide emergency response services when notified by the City that a Sanitary Sewer Overflow (SSO) has occurred. The Service Provider shall dispatch appropriate crews to assist the City as directed with the containment, clean-up and correction of the SSO per the City SSO Emergency Response Procedures (copy attached). Crews shall be at the site within one hour of notification. The Service Provider shall provide the City with 24-hour phone numbers. When requested by the City, the Service Provider shall provide the City

representative with appropriate information to assist the City in the completion of the required reports. Emergency SSO Response will be paid at the unit price, per hour, in the Contract. The Service Provider may be required to conduct point repairs during emergency responses. Permission to use material for repairs shall be obtained prior to installing material. Payment for the material used shall be invoiced to the City with no additional mark-up. A copy of receipts for material shall be provided.

***Other Items:*** *The following items shall be including in the Service Providers' bid. No separate payment will be made for these items.*

Combined Services – When combined services are performed by the Service Provider (e.g. sewer line cleaning and video inspection), the requirements for each section listed above shall be included together.

Work Hours/Noise Requirements – Other local agencies having jurisdiction may impose limited work hours and nighttime schedules to accomplish the work. Service Provider is required to obtain the requirements and to work within those hours of operation and to provide necessary equipment to meet local noise restrictions that may be imposed. The Service Provider shall be familiar with and know the City's noise restrictions. Work crews may be on City residential streets from 7:00 AM to 4:00 PM, and City arterial streets from 9:00 AM to 3:00 PM, Monday through Thursday and Friday's in which the City's administrative office is open. A copy of the City's schedule will be provided to the awarded Service Provider.

Night work shall be accomplished between 9:00PM and 6:00AM Monday through Thursday. No night work will be allowed on Friday's. Nighttime work shall be coordinated with and approved by the City's representative at least 10 working days in advance of the work.

Permits and Access – The Service Provider shall acquire and pay for the encroachment permit(s) required by the local Cities, County, Caltrans, or other local agencies when work and/or traffic control is necessary on their right-of-ways. Operations within the City of Orange right-of-way will require no-cost encroachment permit(s). It is the responsibility of the Service Provider to obtain all necessary permits.

For work within City easements on private property notice must be given to the property prior to entering the property. The Service Provider shall prepare and deliver a notice to each property a minimum of five calendar days prior to the day of work. Prior to working in the easements the Service Provider shall meet with the City representative(s) to discuss the locations, access issues, manhole locations or any special conditions regarding the locations.

Spill Reporting and Handling - Service Provider shall immediately notify the City representative of any manhole overflow or interruption/backup of customer service and Service Provider shall contain and control all overflow. Spill control and notifications shall be in accordance with the City's SSO Emergency Response Procedures (copy attached).

Service Provider shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as of a result of Service Provider's work. This is in addition to any and all costs incurred

by the customer.

Confined Space Issues and Safety Issues – All manholes in this work are defined as Title 8 Permit Required Confined Spaces. The Service Provider's attention is directed to the General Industry Safety Orders of the State of California, Article 108, Confined Spaces, Section 5157 (Title 8 of California Code of Regulations, Sections 5167, 5157, 5158).

All work shall be conducted from above ground. Manhole entry, if required, shall be conducted in strict accordance with required confined space entry regulations. These regulations include, at a minimum: entry permit, trained authorized entrant(s), attendant(s), entry supervisor(s), full body harness (with life line), mechanical retrieval device, continued force air ventilation, continuous air monitoring, communication system (minimum two types), and all other protective equipment that may be required. Work shall be conducted in accordance with all Federal, State, and local laws and regulations.

Traffic Control – All traffic control requirements (traffic control plan(s), equipment, material, and labor) are the responsibility of the Service Provider. All traffic control shall be in accordance with the latest APWA Work Area Traffic' Control Handbook (WATCH) and City regulations and based on the speed limits posted in the work zones. Flagmen may be required in some locations. Service Provider shall apply for all traffic control permits and pay all fees and permits for said permits for work outside the City's jurisdiction. The Service Provider shall obtain a no-fee permit(s) from the City of Orange for work within the City's right-of-way. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction, latest Edition.

Work Plan – The Service Provider shall prepare a weekly work plan and submit it seven calendar days in advance to the City representative for review and approval. The work plan shall verify the sequence of work and identify all the line sections to be worked on. The work plan may be amended due to weather or local road maintenance or construction issues discovered by either party.

Work Documentation – Weekly reports based on the work plan shall be submitted for City review on Thursday of the weekly period. Service Provider's log sheets, with a section by section breakdown including comments, shall be maintained on site, in a legible manner, for review at all times. Comments on log sheets shall include notice of badly worn manhole frames and covers, broken manhole caps, buried manholes, unmapped manholes, badly deteriorated manhole concrete structures, and shall include the type and amount of debris encountered.

Service Provider Crew – The Service Provider shall provide a minimum of a two-person crew at all times, one person shall witness the jetting nozzle reaching the upstream manhole. A crew of three shall be utilized for all work in confined spaces. Additional personnel shall be utilized when needed for traffic control flagmen.

The Service Provider's foreman must be able to communicate both verbally and in writing (in English) with City staff as well as with his crew. The Service Provider's foreman must demonstrate the capability to read, interpret, and understand the Safety/OSHA requirements, City's plans,

drawings, specifications and work direction, as necessary.

Employees of the Service Provider and sub-contractors must carry proper company identification at all times. Vehicle and equipment used by the Service Provider and/or sub-contractors shall be clearly marked with Company information, to include, at a minimum, Company name, contractor license number, and telephone number.



| <b>LOCATION</b> | <b>UPSTREAM<br/>MANHOLE</b> | <b>DOWNSTREAM<br/>MANHOLE</b> | <b>PIPE<br/>ID</b> | <b>FOOTAGE</b> | <b>SIZE</b> | <b>NOTES</b> |
|-----------------|-----------------------------|-------------------------------|--------------------|----------------|-------------|--------------|
| Heim Ave.       | 1046                        | 1045                          | 1046-1045          | 241            | 8"          | Night Work   |
| Heim Ave.       | 1048                        | 1046                          | 1048-1046          | 214            | 8"          | Night Work   |
| Main St.        | 2291                        | 2340                          | 2291-2340          | 166            | 21"         | Night Work   |
| Main St.        | 2340                        | 2401                          | 2340-2401          | 252            | 21"         | Night Work   |
| Main St.        | 2401                        | 2460                          | 2401-2460          | 421            | 21"         | Night Work   |
| Main St.        | 2460                        | 2538                          | 2460-2538          | 354            | 21"         | Night Work   |
| Main St.        | 2538                        | 2624                          | 2538-2624          | 348            | 21"         | Night Work   |
| Sacramento St.  | 2566                        | 2607                          | 2566-2607          | 176            | 8"          | Night Work   |
| Katella Ave.    | 2611                        | 2607                          | 2611-2607          | 200            | 12"         | Night Work   |
| Main St.        | 2624                        | 9315                          | 2624-9315          | 107            | 21"         | Night Work   |
| Tustin St       | 3136                        | 3216                          | 3136-3216          | 418            | 8"          | Night Work   |
| Tustin St       | 3216                        | 3217                          | 3216-3217          | 50             | 8"          | Night Work   |
| Tustin St       | 3217                        | 3296                          | 3217-3296          | 250            | 8"          | Night Work   |
| Collins Ave.    | 3297                        | 3296                          | 3297-3296          | 147            | 8"          | Night Work   |
| Collins Ave.    | 3299                        | 3297                          | 3299-3297          | 331            | 8"          | Night Work   |
| Tustin St       | 3403                        | 3437                          | 3403-3437          | 327            | 8"          | Night Work   |
| Lomita Ave      | 3443                        | 3437                          | 3443-3437          | 315            | 8"          | Night Work   |
| Tustin St       | 3437                        | 3483                          | 3437-3483          | 126            | 8"          | Night Work   |

|                    |      |      |           |     |     |            |
|--------------------|------|------|-----------|-----|-----|------------|
| Tustin St          | 3483 | 3579 | 3483-3579 | 258 | 8"  | Night Work |
| Tustin St          | 3579 | 3663 | 3579-3663 | 272 | 8"  | Night Work |
| Mayfair Ave        | 3665 | 3663 | 3665-3663 | 307 | 6"  | Night Work |
| Tustin St          | 8884 | 5033 | 8884-5033 | 327 | 8"  | Night Work |
| Tustin St          | 5033 | 5219 | 5033-5219 | 331 | 8"  | Night Work |
| Tustin St          | 5219 | 5394 | 5219-5394 | 329 | 8"  | Night Work |
| Tustin St          | 5394 | 5522 | 5394-5522 | 243 | 8"  | Night Work |
| Tustin St          | 5522 | 5548 | 5522-5548 | 50  | 8"  | Night Work |
| Tustin St          | 5548 | 5572 | 5548-5572 | 38  | 8"  | Night Work |
| La Veta Ave.       | 6732 | 6724 | 6732-6724 | 312 | 6"  | Night Work |
| Glassell St.       | 6884 | 6732 | 6884-6732 | 337 | 6"  | Night Work |
| La Veta Ave.       | 6772 | 6749 | 6772-6749 | 326 | 6"  | Night Work |
| Glassell St.       | 6916 | 6794 | 6916-6794 | 430 | 6"  | Night Work |
| Glassell St.       | 6733 | 6772 | 6733-6772 | 25  | 6"  | Night Work |
| Main St.           | 6806 | 6745 | 6806-6745 | 118 | 12" | Night Work |
| Glassell St.       | 6988 | 6916 | 6988-6916 | 280 | 6"  | Night Work |
| Main St.           | 6937 | 6806 | 6937-6806 | 427 | 12" | Night Work |
| Main St.           | 6969 | 6937 | 6969-6937 | 108 | 12" | Night Work |
| Glassell St. Ease. | 6991 | 6988 | 6991-6988 | 123 | 6"  | Night Work |

|                    |      |      |           |     |     |            |
|--------------------|------|------|-----------|-----|-----|------------|
| Main St.           | 7040 | 6969 | 7040-6969 | 248 | 12" | Night Work |
| Main St.           | 7085 | 9321 | 7085-9321 | 56  | 12" | Night Work |
| Main St.           | 9321 | 7040 | 9321-7040 | 123 | 12" | Night Work |
| Tustin St          | 0925 | 0979 | 0925-0979 | 206 | 8"  | Night Work |
| Main St.           | 9315 | 2703 | 9315-2703 | 233 | 21" | Night Work |
| Tustin St          | 0979 | 1048 | 0979-1048 | 226 | 8"  | Night Work |
| Wanda              | 2433 | 9420 | 2433-9420 | 57  | 10" | 3 Month    |
| Glendora Ave.      | 1221 | 1220 | 1221-1220 | 174 | 8"  | 3 Month    |
| Buckeyewood St.    | 1794 | 1792 | 1794-1792 | 300 | 8"  | 3 Month    |
| Buckeyewood St.    | 1795 | 1794 | 1795-1794 | 295 | 8"  | 3 Month    |
| Shattuck Pl. Ease. | 1820 | 1819 | 1820-1819 | 119 | 8"  | 3 Month    |
| Shattuck Pl. Ease. | 1895 | 1820 | 1895-1820 | 258 | 8"  | 3 Month    |
| Shattuck Pl. Ease. | 1819 | 1841 | 1819-1841 | 57  | 8"  | 3 Month    |
| Shattuck Pl. Ease. | 1953 | 1895 | 1953-1895 | 242 | 8"  | 3 Month    |
| Glendale Ave.      | 1922 | 1919 | 1922-1919 | 266 | 8"  | 3 Month    |
| Shattuck Pl.       | 1841 | 1935 | 1841-1935 | 320 | 8"  | 3 Month    |
| Briardale Ave.     | 2045 | 2035 | 2045-2035 | 148 | 8"  | 3 Month    |
| Briardale Ave.     | 2035 | 2036 | 2035-2036 | 144 | 8"  | 3 Month    |
| Briardale Ave.     | 2059 | 2045 | 2059-2045 | 263 | 8"  | 3 Month    |

|                      |      |      |           |     |    |         |
|----------------------|------|------|-----------|-----|----|---------|
| Shattuck Pl.         | 1935 | 1954 | 1935-1954 | 131 | 8" | 3 Month |
| Shattuck Pl.         | 1954 | 2059 | 1954-2059 | 351 | 8" | 3 Month |
| Briardale Ave.       | 2037 | 2059 | 2037-2059 | 173 | 8" | 3 Month |
| Greengrove Ave.      | 2147 | 2176 | 2147-2176 | 90  | 8" | 3 Month |
| Katella Ave. Ease.   | 2556 | 2586 | 2556-2586 | 142 | 6" | 3 Month |
| Katella Ave. Ease.   | 2585 | 9335 | 2585-9335 | 50  | 6" | 3 Month |
| Katella Ave. Ease.   | 9335 | 2586 | 9335-2586 | 78  | 6" | 3 Month |
| Katella Ave. Ease.   | 2586 | 2642 | 2586-2642 | 204 | 6" | 3 Month |
| Shaffer St.          | 2755 | 2712 | 2755-2712 | 219 | 8" | 3 Month |
| Shaffer Street Ease. | 2756 | 2755 | 2756-2755 | 331 | 8" | 3 Month |
| Shaffer Street Ease. | 2758 | 2756 | 2758-2756 | 330 | 8" | 3 Month |
| Quincy Ave.          | 3015 | 3016 | 3015-3016 | 73  | 8" | 3 Month |
| Quincy Ave.          | 3017 | 3016 | 3017-3016 | 84  | 8" | 3 Month |
| Quincy Ave. Ease.    | 3016 | 3059 | 3016-3059 | 163 | 8" | 3 Month |
| Quincy Ave. Ease.    | 3056 | 3063 | 3056-3063 | 53  | 8" | 3 Month |
| Quincy Ave. Ease.    | 3059 | 3056 | 3059-3056 | 102 | 8" | 3 Month |
| Jacaranda Ave.       | 3199 | 3198 | 3199-3198 | 298 | 6" | 3 Month |
| Collins Ave. Ease.   | 3280 | 9303 | 3280-9303 | 132 | 8" | 3 Month |
| Collins Ave. Ease.   | 9303 | 3275 | 9303-3275 | 211 | 8" | 3 Month |

|                    |      |      |           |     |     |         |
|--------------------|------|------|-----------|-----|-----|---------|
| Collins Ave. Ease. | 3275 | 3277 | 3275-3277 | 118 | 8"  | 3 Month |
| Collins Ave. Ease. | 3277 | 3285 | 3277-3285 | 191 | 8"  | 3 Month |
| Collins Ave.       | 3323 | 3318 | 3323-3318 | 365 | 8"  | 3 Month |
| Mallard St.        | 3318 | 3360 | 3318-3360 | 123 | 8"  | 3 Month |
| Batavia St.        | 3645 | 3870 | 3645-3870 | 673 | 15" | 3 Month |
| Orangewood Siphon  | 8814 | 4183 | 8814-4183 | 80  | 8"  | 3 Month |
| Handy St.          | 4351 | 4251 | 4351-4251 | 273 | 6"  | 3 Month |
| Sycamore Siphon    | 4457 | 4456 | 4457-4456 | 56  | 15" | 3 Month |
| Shattuck St.       | 4406 | 4521 | 4406-4521 | 200 | 8"  | 3 Month |
| Shattuck St.       | 4521 | 4648 | 4521-4648 | 319 | 8"  | 3 Month |
| Palm Ave.          | 4763 | 9367 | 4763-9367 | 178 | 6"  | 3 Month |
| Palm Ave.          | 9367 | 9331 | 9367-9331 | 458 | 6"  | 3 Month |
| Palm Ave.          | 9331 | 4758 | 9331-4758 | 215 | 6"  | 3 Month |
| Shattuck St.       | 4648 | 4837 | 4648-4837 | 341 | 8"  | 3 Month |
| Maple Ave.         | 5084 | 5082 | 5084-5082 | 262 | 8"  | 3 Month |
| Jewell PL. Ease.   | 5049 | 5102 | 5049-5102 | 136 | 6"  | 3 Month |
| Grant Pl. Siphon   | 5150 | 5175 | 5150-5175 | 35  | 8"  | 3 Month |
| Chapman & Lewis    | 5017 | 5190 | 5017-5190 | 320 | 8"  | 3 Month |
| Lewis Siphon       | 5190 | 7964 | 5190-7964 | 10  | 8"  | 3 Month |

|                         |      |      |           |     |     |         |
|-------------------------|------|------|-----------|-----|-----|---------|
| Lewis St.               | 5224 | 7964 | 5224-7964 | 73  | 8"  | 3 Month |
| Lewis Siphon            | 7964 | 5187 | 7964-5187 | 10  | 8"  | 3 Month |
| Donnybrook Ease.        | 5299 | 5457 | 5299-5457 | 336 | 6"  | 3 Month |
| Monterey Rd.            | 5214 | 5380 | 5214-5380 | 331 | 8"  | 3 Month |
| Shattuck Pl.            | 5256 | 5398 | 5256-5398 | 362 | 8"  | 3 Month |
| Chapman Siphon          | 5452 | 5454 | 5452-5454 | 80  | 10" | 3 Month |
| Chapman Ave             | 5457 | 5452 | 5457-5452 | 101 | 10" | 3 Month |
| Chapman Ave.            | 5459 | 5457 | 5459-5457 | 341 | 10" | 3 Month |
| Chapman & Flower Siphon | 5426 | 5460 | 5426-5460 | 68  | 8"  | 3 Month |
| Chapman Ave.            | 5454 | 5460 | 5454-5460 | 392 | 10" | 3 Month |
| Chapman Ave.            | 5461 | 5459 | 5461-5459 | 107 | 10" | 3 Month |
| Olive St.               | 5344 | 5513 | 5344-5513 | 331 | 8"  | 3 Month |
| Waverly St.             | 5374 | 5545 | 5374-5545 | 325 | 6"  | 3 Month |
| Monterey Rd.            | 5380 | 5553 | 5380-5553 | 331 | 6"  | 3 Month |
| Shattuck Pl.            | 5398 | 5567 | 5398-5567 | 268 | 8"  | 3 Month |
| Chapman Ave.            | 5572 | 5569 | 5572-5569 | 325 | 8"  | 3 Month |
| Chapman Ave.            | 5602 | 5603 | 5602-5603 | 356 | 8"  | 3 Month |
| Earlham St.             | 5716 | 5915 | 5716-5915 | 364 | 8"  | 3 Month |
| Waverly St.             | 5867 | 5721 | 5867-5721 | 286 | 6"  | 3 Month |

|                    |      |      |           |     |     |         |
|--------------------|------|------|-----------|-----|-----|---------|
| James St. Easement | 5735 | 5736 | 5735-5736 | 86  | 8"  | 3 Month |
| James St. Easement | 5739 | 5736 | 5739-5736 | 363 | 8"  | 3 Month |
| Washington St.     | 5916 | 5915 | 5916-5915 | 230 | 8"  | 3 Month |
| Park St.           | 5741 | 5917 | 5741-5917 | 303 | 8"  | 3 Month |
| Washington St.     | 5919 | 5917 | 5919-5917 | 124 | 8"  | 3 Month |
| Lincoln St         | 5966 | 6101 | 5966-6101 | 284 | 8"  | 3 Month |
| Palmyra Ave.       | 6242 | 6238 | 6242-6238 | 143 | 10" | 3 Month |
| Palmyra Ave.       | 6238 | 6241 | 6238-6241 | 175 | 10" | 3 Month |
| Palmyra Ave.       | 6243 | 6242 | 6243-6242 | 330 | 10" | 3 Month |
| Palmyra Ave.       | 6246 | 6243 | 6246-6243 | 172 | 10" | 3 Month |
| Palmyra Ave.       | 6251 | 6246 | 6251-6246 | 158 | 10" | 3 Month |
| Lincoln St         | 6101 | 6251 | 6101-6251 | 300 | 8'  | 3 Month |
| Craig Dr.          | 6548 | 6559 | 6548-6559 | 235 | 8"  | 3 Month |
| Craig Dr.          | 6559 | 6563 | 6559-6563 | 102 | 8"  | 3 Month |
| Alpine Ave.        | 6525 | 6611 | 6525-6611 | 269 | 6"  | 3 Month |
| Deborah Lane Ease. | 6720 | 6800 | 6720-6800 | 208 | 8"  | 3 Month |
| Alpine Ave.        | 6611 | 6761 | 6611-6761 | 330 | 6"  | 3 Month |
| Yorba St.          | 6800 | 6828 | 6800-6828 | 75  | 8"  | 3 Month |
| Yorba St.          | 6828 | 6833 | 6828-6833 | 25  | 8"  | 3 Month |

|                         |      |      |           |     |     |         |
|-------------------------|------|------|-----------|-----|-----|---------|
| Fairway Dr. Alley       | 6848 | 6958 | 6848-6958 | 414 | 6"  | 3 Month |
| Fairway Dr. Alley       | 6958 | 6965 | 6958-6965 | 36  | 6"  | 3 Month |
| Fairway Dr. Alley       | 8886 | 6965 | 8886-6965 | 240 | 6"  | 3 Month |
| La Veta Park Cir. Ease. | 7022 | 6996 | 7022-6996 | 225 | 8"  | 3 Month |
| Fairway Dr.             | 7002 | 6998 | 7002-6998 | 302 | 6"  | 3 Month |
| Fairway Dr.             | 7005 | 7002 | 7005-7002 | 304 | 6"  | 3 Month |
| Fairway Dr. Alley       | 6965 | 7005 | 6965-7005 | 151 | 6"  | 3 Month |
| La Veta Park Cir. Ease. | 7038 | 7022 | 7038-7022 | 194 | 8"  | 3 Month |
| Fairway Dr.             | 7044 | 7034 | 7044-7034 | 278 | 8"  | 3 Month |
| La Veta Park Cir. Ease. | 7062 | 7038 | 7062-7038 | 104 | 8"  | 3 Month |
| Tustin St               | 6998 | 7042 | 6998-7042 | 127 | 8"  | 3 Month |
| Fairway Dr.             | 7042 | 7044 | 7042-7044 | 105 | 8"  | 3 Month |
| Fashion Park Alley      | 7071 | 7062 | 7071-7062 | 86  | 8"  | 3 Month |
| Fashion Park Alley      | 7101 | 7071 | 7101-7071 | 299 | 8"  | 3 Month |
| Fashion Park Alley      | 7106 | 7101 | 7106-7101 | 115 | 8"  | 3 Month |
| Fashion Park Alley      | 7122 | 7106 | 7122-7106 | 184 | 6"  | 3 Month |
| Park Orleans Siphon     | 7129 | 7122 | 7129-7122 | 45  | 8"  | 3 Month |
| Eckhoff Siphon          | 7916 | 7917 | 7916-7917 | 95  | 15" | 3 Month |
| Glassell St.            | 7960 | 7961 | 7960-7961 | 84  | 10" | 3 Month |



|                   |      |      |           |     |     |                  |
|-------------------|------|------|-----------|-----|-----|------------------|
| Spinnaker St.     | 4882 | 7959 | 4882-7959 | 174 | 8"  | 3 Month          |
| Spinnaker Siphon  | 8759 | 5016 | 8759-5016 | 55  | 6"  | 3 Month          |
| Fairway Dr. Alley | 6894 | 8886 | 6894-8886 | 237 | 6"  | 3 Month          |
| Villareal Dr.     | 1087 | 1115 | 1087-1115 | 242 | 8"  | 6 Month cleaning |
| Freedom Ave.      | 1250 | 1248 | 1250-1248 | 371 | 8"  | 6 Month Cleaning |
| Freedom Ave.      | 1248 | 1300 | 1248-1300 | 333 | 8"  | 6 Month Cleaning |
| Southern Ave.     | 1386 | 1385 | 1386-1385 | 362 | 8"  | 6 Month Cleaning |
| Southern Ave.     | 1387 | 1386 | 1387-1386 | 362 | 8"  | 6 Month Cleaning |
| Southern Ave.     | 1389 | 1387 | 1389-1387 | 364 | 8"  | 6 Month Cleaning |
| Freedom Ave.      | 1300 | 1389 | 1300-1389 | 335 | 8"  | 6 Month Cleaning |
| Southern Ave.     | 1385 | 1392 | 1385-1392 | 364 | 8"  | 6 Month Cleaning |
| Glassell St.      | 2743 | 2773 | 2743-2773 | 150 | 10" | 6 Month Cleaning |
| Glassell St.      | 2773 | 2774 | 2773-2774 | 101 | 10" | 6 Month Cleaning |
| Glassell St.      | 2774 | 2781 | 2774-2781 | 100 | 10" | 6 Month Cleaning |
| Glassell St.      | 2781 | 2856 | 2781-2856 | 294 | 10" | 6 Month Cleaning |
| Appaloosa Trl.    | 3611 | 3660 | 3611-3660 | 167 | 8"  | 6 Month cleaning |
| Barkley Ave.      | 3370 | 3367 | 3370-3367 | 336 | 8"  | 6 Month Cleaning |
| Batavia St.       | 3367 | 3431 | 3367-3431 | 303 | 15" | 6 Month Cleaning |
| Kintyre Dr.       | 3478 | 3505 | 3478-3505 | 171 | 8"  | 6 Month Cleaning |

|                |      |      |           |     |     |                  |
|----------------|------|------|-----------|-----|-----|------------------|
| Nicolas Ave.   | 3494 | 3490 | 3494-3490 | 351 | 8"  | 6 Month Cleaning |
| Batavia St.    | 3431 | 3491 | 3431-3491 | 185 | 15" | 6 Month Cleaning |
| Nicolas Ave.   | 3490 | 3491 | 3490-3491 | 97  | 8"  | 6 Month Cleaning |
| Appaloosa Trl. | 3575 | 3611 | 3575-3611 | 151 | 8"  | 6 Month cleaning |
| Angus Ave.     | 3648 | 3644 | 3648-3644 | 350 | 8"  | 6 Month Cleaning |
| Batavia St.    | 3491 | 3645 | 3491-3645 | 463 | 15" | 6 Month Cleaning |
| Angus Ave.     | 3644 | 3645 | 3644-3645 | 131 | 8"  | 6 Month Cleaning |
| Appaloosa Trl. | 3660 | 3703 | 3660-3703 | 172 | 8"  | 6 Month cleaning |
| Easement       | 3703 | 3777 | 3703-3777 | 248 | 8"  | 6 Month Cleaning |
| Easement       | 3747 | 3778 | 3747-3778 | 186 | 8"  | 6 Month Cleaning |
| Easement       | 3777 | 3747 | 3777-3747 | 350 | 8"  | 6 Month Cleaning |
| Broadmore Trl  | 3798 | 3777 | 3798-3777 | 173 | 8"  | 6 Month Cleaning |
| Easement       | 3778 | 3817 | 3778-3817 | 265 | 8"  | 6 Month Cleaning |
| Appaloosa Trl. | 3795 | 3777 | 3795-3777 | 82  | 8"  | 6 Month Cleaning |
| Broadmore Trl  | 3823 | 3798 | 3823-3798 | 164 | 8"  | 6 Month Cleaning |
| Broadmore Trl  | 3846 | 3823 | 3846-3823 | 104 | 8"  | 6 Month Cleaning |
| Ivy Hill Ln.   | 0451 | 0489 | 0451-0489 | 122 | 8"  | 6 Month Cleaning |
| Oak St.        | 4376 | 4531 | 4376-4531 | 306 | 8"  | 6 Month Cleaning |
| Creekside Ave. | 4650 | 4685 | 4650-4685 | 85  | 8"  | 6 Month Cleaning |

|                |      |      |           |     |     |                  |
|----------------|------|------|-----------|-----|-----|------------------|
| Oak St.        | 4531 | 4676 | 4531-4676 | 349 | 8"  | 6 Month Cleaning |
| Creekside Ave. | 4685 | 4722 | 4685-4722 | 75  | 8"  | 6 Month Cleaning |
| Tustin St.     | 4835 | 4839 | 4835-4839 | 24  | 10" | 6 Month Cleaning |
| Palm Ave.      | 4842 | 4835 | 4842-4835 | 324 | 10" | 6 Month Cleaning |
| Palm Ave.      | 4835 | 4839 | 4835-4839 | 24  | 10" | 6 Month cleaning |
| Tustin St.     | 4839 | 4838 | 4839-4838 | 41  | 10" | 6 Month Cleaning |
| Oak St.        | 4676 | 4842 | 4676-4842 | 299 | 8"  | 6 Month Cleaning |
| Ivy Hill Ln.   | 0489 | 0510 | 0489-0510 | 68  | 8"  | 6 Month Cleaning |
| Newport Blvd.  | 5142 | 4963 | 5142-4963 | 350 | 8"  | 6 Month Cleaning |
| Parker St.     | 5121 | 5334 | 5121-5334 | 330 | 6"  | 6 Month Cleaning |
| Pixley St.     | 5127 | 5336 | 5127-5336 | 331 | 6"  | 6 Month Cleaning |
| Lemon St.      | 5138 | 5339 | 5138-5339 | 332 | 6"  | 6 Month Cleaning |
| Orange St.     | 5149 | 5349 | 5149-5349 | 330 | 6"  | 6 Month Cleaning |
| Grand St.      | 5157 | 5351 | 5157-5351 | 330 | 6"  | 6 Month Cleaning |
| Cleveland Ave. | 5174 | 5364 | 5174-5364 | 323 | 6"  | 6 Month Cleaning |
| Glassell St.   | 5145 | 5428 | 5145-5428 | 511 | 8"  | 6 Month Cleaning |
| The Circle     | 5434 | 0000 | 5434-0000 | 219 | 6"  | 6 Month Cleaning |
| Chapman Ave.   | 5502 | 5499 | 5502-5499 | 331 | 10" | 6 Month Cleaning |
| Clark St.      | 5644 | 5499 | 5644-5499 | 344 | 6"  | 6 Month Cleaning |

|                          |      |      |           |     |     |                  |
|--------------------------|------|------|-----------|-----|-----|------------------|
| Parker St.               | 5334 | 5502 | 5334-5502 | 331 | 6"  | 6 Month Cleaning |
| Chapman Ave.             | 5505 | 5502 | 5505-5502 | 331 | 6"  | 6 Month Cleaning |
| Pixley St.               | 5336 | 5505 | 5336-5505 | 329 | 6"  | 6 Month Cleaning |
| Chapman Ave.             | 5509 | 5505 | 5509-5505 | 302 | 10" | 6 Month Cleaning |
| Cypress St.              | 5134 | 5509 | 5134-5509 | 659 | 10" | 6 Month Cleaning |
| Chapman Ave.             | 5511 | 5510 | 5511-5510 | 328 | 10" | 6 Month Cleaning |
| Lemon St.                | 5339 | 5511 | 5339-5511 | 327 | 6"  | 6 Month Cleaning |
| Chapman Ave.             | 5513 | 5511 | 5513-5511 | 331 | 10" | 6 Month Cleaning |
| Lemon St.                | 5693 | 5511 | 5693-5511 | 328 | 6"  | 6 Month Cleaning |
| Chapman Ave.             | 5515 | 5513 | 5515-5513 | 165 | 10" | 6 Month Cleaning |
| Olive St.                | 5682 | 5513 | 5682-5513 | 346 | 6"  | 6 Month Cleaning |
| Chapman Ave.<br>(Circle) | 5428 | 5515 | 5428-5515 | 224 | 8"  | 6 Month Cleaning |
| Chapman Ave.<br>(Circle) | 5577 | 5515 | 5577-5515 | 199 | 10" | 6 Month Cleaning |
| Chapman Ave.             | 5518 | 5516 | 5518-5516 | 146 | 10" | 6 Month Cleaning |
| Orange St.               | 7664 | 5518 | 7664-5518 | 143 | 6"  | 6 Month Cleaning |
| Orange St.               | 5349 | 5519 | 5349-5519 | 330 | 6"  | 6 Month Cleaning |
| Chapman Ave.             | 5523 | 5521 | 5523-5521 | 320 | 6"  | 6 Month Cleaning |
| Chapman Ave.             | 5511 | 5510 | 5511-5510 | 337 | 10" | 6 Month Cleaning |
| Grand St.                | 5707 | 5523 | 5707-5523 | 335 | 6"  | 6 Month Cleaning |

|                     |      |      |           |     |     |                  |
|---------------------|------|------|-----------|-----|-----|------------------|
| Chapman Ave.        | 8499 | 5523 | 8499-5523 | 206 | 6"  | 6 Month Cleaning |
| Chapman Ave.        | 5530 | 5527 | 5530-5527 | 330 | 6"  | 6 Month Cleaning |
| Center St.          | 5709 | 5527 | 5709-5527 | 333 | 6"  | 6 Month Cleaning |
| Chapman Ave.        | 5534 | 5530 | 5534-5530 | 330 | 6"  | 6 Month Cleaning |
| Cleveland Ave.      | 5364 | 5534 | 5364-5534 | 330 | 6"  | 6 Month Cleaning |
| Chapman Ave.        | 5536 | 5537 | 5536-5537 | 24  | 6"  | 6 Month Cleaning |
| Pine St.            | 5713 | 5540 | 5713-5540 | 330 | 6"  | 6 Month Cleaning |
| Glassell St.        | 5857 | 5577 | 5857-5577 | 550 | 6"  | 6 Month Cleaning |
| The Circle          | 7662 | 5577 | 7662-5577 | 104 | 10" | 6 Month Cleaning |
| Alley Behind Circle | 5766 | 5601 | 5766-5601 | 363 | 6"  | 6 Month Cleaning |
| Clark St.           | 5821 | 5644 | 5821-5644 | 306 | 6"  | 6 Month Cleaning |
| Shaffer St.         | 5654 | 5530 | 5654-5530 | 259 | 6"  | 6 Month Cleaning |
| Olive St.           | 5853 | 5682 | 5853-5682 | 315 | 6"  | 6 Month Cleaning |
| Lemon St.           | 5849 | 5693 | 5849-5693 | 334 | 6"  | 6 Month Cleaning |
| Grand St.           | 5866 | 5707 | 5866-5707 | 331 | 6"  | 6 Month Cleaning |
| Center St.          | 5868 | 5709 | 5868-5709 | 330 | 6"  | 6 Month Cleaning |
| Pine St.            | 5881 | 5713 | 5881-5713 | 330 | 6"  | 6 Month Cleaning |
| Orange St.          | 6040 | 5864 | 6040-5864 | 331 | 6"  | 6 Month Cleaning |
| Almond Ave.         | 5889 | 5893 | 5889-5893 | 330 | 6"  | 6 Month Cleaning |

|                |      |      |           |     |    |                  |
|----------------|------|------|-----------|-----|----|------------------|
| Orange St.     | 6139 | 6040 | 6139-6040 | 230 | 6" | 6 Month Cleaning |
| Cambridge St.  | 5893 | 6070 | 5893-6070 | 331 | 6" | 6 Month Cleaning |
| Earlham St.    | 5915 | 6076 | 5915-6076 | 313 | 8" | 6 Month Cleaning |
| Park St.       | 5917 | 6095 | 5917-6095 | 351 | 8" | 6 Month Cleaning |
| Palmyra Ave.   | 6433 | 6173 | 6433-6173 | 528 | 6" | 6 Month Cleaning |
| Palmyra Ave.   | 6212 | 6210 | 6212-6210 | 325 | 6" | 6 Month Cleaning |
| Palmyra Ave.   | 6217 | 6212 | 6217-6212 | 339 | 6" | 6 Month Cleaning |
| Earlham St.    | 6076 | 6219 | 6076-6219 | 307 | 8" | 6 Month Cleaning |
| Palmyra Ave.   | 6221 | 6217 | 6221-6217 | 324 | 6" | 6 Month Cleaning |
| Palmyra Ave.   | 6227 | 6221 | 6227-6221 | 330 | 6" | 6 Month Cleaning |
| Park St.       | 6095 | 6261 | 6095-6261 | 334 | 8" | 6 Month Cleaning |
| Chalynn Cir.   | 6647 | 6646 | 6647-6646 | 319 | 6" | 6 Month Cleaning |
| Shaffer St.    | 6646 | 6757 | 6646-6757 | 183 | 6" | 6 Month Cleaning |
| Chalynn Cir.   | 6648 | 6647 | 6648-6647 | 264 | 6" | 6 Month Cleaning |
| Chalynn Cir.   | 6652 | 6648 | 6652-6648 | 298 | 6" | 6 Month Cleaning |
| Devon Rd.      | 6602 | 6742 | 6602-6742 | 329 | 6" | 6 Month cleaning |
| La Veta Ave.   | 6757 | 6750 | 6757-6750 | 325 | 6" | 6 Month Cleaning |
| Shelton Ave.   | 0667 | 0697 | 0667-0697 | 342 | 8" | 6 Month cleaning |
| Fairhaven Ave. | 7405 | 7410 | 7405-7410 | 254 | 8" | 6 Month Cleaning |

|              |      |      |               |              |     |                     |
|--------------|------|------|---------------|--------------|-----|---------------------|
| The Circle   | 5516 | 7662 | 5516-<br>7662 | 96           | 10" | 6 Month<br>Cleaning |
| The Circle   | 5601 | 7662 | 5601-<br>7662 | 120          | 6"  | 6 Month<br>Cleaning |
| Chapman Ave. | 5527 | 8499 | 5527-<br>8499 | 124          | 6"  | 6 Month<br>Cleaning |
| Palm Ave     | 4838 | 4828 | 4838-<br>4828 | 310          | 10" | 6 Month<br>Cleaning |
| La Veta Ave. | 6717 | 6712 | 6717-<br>6712 | 359          | 8"  | 6 Month<br>Cleaning |
|              |      |      | <b>TOTAL</b>  | <b>64827</b> |     |                     |

**APPENDIX – B**  
**Contract Agreement & Contract Bonds**



**CONTRACT**  
**[SEWER LINE CLEANING, VIDEO INSPECTION, AND EMERGENCY RESPONSE**  
**SERVICES (Bid No. 21-22.33)]**

**THIS CONTRACT** (the “Contract”) is made and entered into as of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and **[insert Contractor’s legal name and type of entity]** (“Contractor”), who agree as follows.

**ARTICLE 1**  
**Work Performed**

**a.** For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the **[insert number]** bond(s) presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) The Construction Plans for **[insert description]** (Drawing W-**[insert #]**) prepared for City by **[insert name]**, approved by the “Engineer” (as defined herein below) on **[insert date]**, 2019, and consisting of sheets numbered 1 through **[insert #]**, inclusive (the “Plans”);

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the “Orange Book”) with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or his/her designee);

(3) The "Standard Specifications for Public Works Construction” (the “Greenbook”), and all amendments thereto, except the definition of “Subcontractor” in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: “Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;”

(4) The “City of Orange Standard Special Provisions;”

(5) The Standard Plans; and

(6) Contractor’s Bid Proposal, which is on file with City’s Department of Public Works.

**b.** Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special

Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's **[insert title], [insert name]** ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

## **ARTICLE 2**

### **Commencement of Work**

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within **[insert number] ([##])** calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

## **ARTICLE 3**

### **Compensation**

a. Contractor agrees to receive and accept an amount not to exceed **[insert amount]** DOLLARS and [##]/100 (\$**[insert amount]**) **[optional for Change Orders: *unless said amount is amended by Contract Change Order approved by the City,*]** as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

**[Optional b & c for contingencies]**

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of **[insert amount]** DOLLARS and [##]/100 (\$**[insert amount]**) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed **[insert amount]** DOLLARS and [##]/100 (\$**[insert amount]**).

**ARTICLE 4**  
**Licenses**

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

**ARTICLE 5**  
**Guarantees**

**a.** Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

**b.** Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

**c.** Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

**d.** In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

**e.** It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

## **ARTICLE 6**

### **Water Quality**

**a.** The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

**b.** The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read,

reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

## **ARTICLE 7**

### **Independent Contractor; Contractor not Agent**

**a.** At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

## **ARTICLE 8**

### **Public Work; Prevailing Wage**

**a.** The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR)). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

**b.** Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

**c.** Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

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

**d.** Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

## **ARTICLE 9**

### **Equal Employment Opportunity**

During the performance of this Contract, Contractor agrees as follows:

**a.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

**b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

## **ARTICLE 10 Conflicts of Interest**

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

## **ARTICLE 11 Indemnity**

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or its subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

## **ARTICLE 12 Insurance**

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

**b.** Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- |                           |             |  |
|---------------------------|-------------|--|
| (1) General Liability     | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability  | \$1,000,000 | per accident for bodily injury and property damage.  |
| (3) Workers' Compensation |             | as required by the State of California.  |
| (4) Employer's Liability  | \$1,000,000 | per accident for bodily injury or disease.   |

**c.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

**d.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**e.** Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be



primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

**f.** Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**g.** All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

**h.** Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

**i.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

**j.** Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

### **ARTICLE 13**

#### **Termination**

City, acting through its City Manager or his/her designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**ARTICLE 14**  
**Maintenance and Inspection of Records**

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

**ARTICLE 15**  
**Compliance with Laws**

**a.** Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

**b.** Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

**c.** Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

**d.** Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification

shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

## **ARTICLE 16**

### **Governing Law and Venue**

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

## **ARTICLE 17**

### **Integration and Amendment**

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. **[For contracts approved by the City Council:** The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.]

## **ARTICLE 18**

### **Notice**

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

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

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

Telephone:  
E-Mail:

Telephone:  
E-Mail:

**ARTICLE 19  
Claim Resolution**

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

**ARTICLE 20  
Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

**[Remainder of page intentionally left blank; signatures on next page]**

**“CITY”**

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy  
Mayor of the City of Orange

CONTRACT, BOND(S) AND INSURANCE  
APPROVED BY:

ATTEST:

\_\_\_\_\_  
(Senior Assistant) City Attorney

\_\_\_\_\_  
Pamela Coleman, City Clerk

**“CONTRACTOR”**

*If a CORPORATION, insert full name of corporation:* \_\_\_\_\_

*[Note: Signature of Chairman of the Board, President or Vice President is required]*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*If a GENERAL PARTNERSHIP, insert full name of partnership:*

*[Note: Signature of Managing General Partner is required]*

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*If a LIMITED PARTNERSHIP, insert full name of partnership:*

*[Note: Signature of Managing General Partner is required]*

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***If a LIMITED LIABILITY COMPANY,  
insert full name of company:***

***[Note: Signature of Managing Member  
or Person(s) Authorized to bind LLC is  
(are) required]***

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

***If a SOLE PROPRIETORSHIP, insert full name  
of owner and any fictitious business name:***

\_\_\_\_\_

doing business as \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT NO. 1

### CALIFORNIA LABOR CODE SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

#### **Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors**

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of [Section 4104 of the Public Contract Code](#), or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by [Section 1722.1](#).

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in [Section 1771.3](#).

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with [Section 3200](#)) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under [Section 7125 of the Business and Professions Code](#).

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with [Section 7000](#)) of [the Business and Professions Code](#).

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under [Section 1777.1](#) or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by [Section 1771.3](#) and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which [Section 1771](#) applies, either as the result of a determination by the director pursuant to [Section 1773.5](#) or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to [Section 1773.5](#) or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

### **Section 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.



**Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties**

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of [Section 4104 of the Public Contract Code](#), or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to [Section 1725.5](#). It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by [Section 7029.1 of the Business and Professions Code](#) or by [Section 10164](#) or [20103.5 of the Public Contract Code](#), provided the contractor is registered to perform public work pursuant to [Section 1725.5](#) at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to [Section 1725.5](#).

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to [Section 1725.5](#) in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in [subparagraph \(E\) of paragraph \(2\) of subdivision \(a\) of Section 1725.5](#).

(3) The subcontractor is replaced by another registered subcontractor pursuant to [Section 4107 of the Public Contract Code](#).

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under [Section 4107 of the Public Contract Code](#) for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to [Section 1725.5](#) in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to [Section 1725.5](#).

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of [Section 1725.5](#) or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of [subparagraph \(E\) of paragraph \(2\) of subdivision \(a\) of Section 1725.5](#).

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of [Section 1725.5](#) or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in [subparagraph \(A\) of paragraph \(2\) of subdivision \(a\) of Section 1775](#) when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of [Section 1725.5](#) due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of [Section 1741](#), upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of [Section 1742](#). The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with [Section 1720](#)) and Article 2 (commencing with [Section 1770](#)), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of [Section 1725.5](#) or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in [subdivision \(a\) of Section 238.1](#).

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by [Section 1771.3](#) and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

#### **Section 1771.4. Additional requirements when bidding and awarding public works contracts**

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in [Section 1776](#) directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to [Section 1725.5](#) and is performing work on a project for which registration is not required because of [subdivision \(f\) of Section 1725.5](#), the unregistered contractor or subcontractor is not required to furnish the records specified in [Section 1776](#) directly to the Labor Commissioner but shall retain the records specified in [Section 1776](#) for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in [Section 1771.5](#), on all public works projects under its authority, except those deemed exempt pursuant to [subdivision \(a\) of Section 1771.5](#), continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

### **Section 1775. Penalties for violations**

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in [subdivision \(c\) of Section 1777.1](#).

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with [Section 1720](#)) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and [Sections 1771](#), 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to [Section 1813](#).

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of [Sections 1771](#), [1811](#), and [1815](#) for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with [paragraph \(3\) of subdivision \(a\) of Section 1771.4](#), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund ([29 U.S.C. Sec. 186\(c\)\(5\)](#)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 ([29 U.S.C. Sec. 175a](#)) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to [Section 329 of the Unemployment Insurance Code](#) and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). 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 state or political subdivision on whose behalf the contract is made or awarded, 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. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with [Section 6250](#)) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with [Section 1798](#)) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program**

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to [Section 3070](#).

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in [Section 3077](#), who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with [Section 3070](#)) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator



of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with [subdivision \(b\) of Section 1771.5](#) may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

### **Section 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

### **Section 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

## ATTACHMENT NO. 2

### CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

#### **Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)**

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

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

(c) For purposes of this section:

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

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

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

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

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

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

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

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

**CALIFORNIA PUBLIC WORKS  
PAYMENT BOND**  
*[Required for public works projects over \$25,000]*

**TO WHOM IT MAY CONCERN:**

WE, \_\_\_\_\_ (CONTRACTOR) as Principal, and \_\_\_\_\_ (SURETY), a Corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the **CITY OF ORANGE**, hereinafter called the Obligee, in the sum of \_\_\_\_\_ for the payment as described herein, and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this Payment Bond.

**WHEREAS**, the Principal is required to furnish this Payment Bond to the Obligee, guaranteeing the payment of claims of laborers, mechanics, material suppliers and any other persons, as provided by the law in connection with a Contract to do and perform the following work:

**Bid No. 21-22.33 SEWER LINE CLEANING, VIDEO INSPECTION, AND EMERGENCY REPOSE SERVICES**

a copy of which Contract is or may be attached hereto, and is hereby referred to and made a part hereof.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that if the Principal or its subcontractors, shall fail to pay any person named in California Civil Code § 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any person named in Civil Code § 9100, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Unemployment Insurance Code § 13020, with respect to such work and labor, the Surety will pay for the same in an aggregate amount not exceeding the sum specified in this Payment Bond, and also, in case suit is brought upon this Payment Bond, a reasonable attorney's fee, to be fixed by the court in accordance with Civil Code § 9564.

**THIS PAYMENT BOND** shall inure to the benefit of any person named in Civil Code § 9100 so as to give a right of action to such person or his/her assigns in any suit brought upon this Payment Bond.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CONTRACTOR**

BY: \_\_\_\_\_  
**SECRETARY/TREASURER**

BY: \_\_\_\_\_  
**PRESIDENT/VICE PRESIDENT**

\_\_\_\_\_  
**NAME OF SURETY**

BY: \_\_\_\_\_  
**ATTORNEY-IN-FACT**

BY: \_\_\_\_\_  
**APPROVED AS TO FORM: CITY ATTORNEY**

**NOTARY ACKNOWLEDGEMENTS ATTACHED**

Bond No. \_\_\_\_\_

**CALIFORNIA PUBLIC WORKS  
PERFORMANCE BOND**

**TO WHOM IT MAY CONCERN:**

WE, \_\_\_\_\_ (CONTRACTOR) as Principal, and  
\_\_\_\_\_ (SURETY), a Corporation organized and existing under  
the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of California, as Surety,  
are held and firmly bound unto the **CITY OF ORANGE**, hereinafter called the Obligee, in the sum of \_\_\_\_\_  
\_\_\_\_\_ for the payment as described herein, and we each of us bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this Performance Bond.

**WHEREAS**, the Principal is required to furnish this Performance Bond to the Obligee, guaranteeing the faithful  
performance of a Contract to do and perform the following work:

**Bid No. 21-22.33 SEWER LINE CLEANING, VIDEO INSPECTION, AND EMERGENCY RESPONSE  
SERVICES**

a copy of which Contract is or may be attached hereto, and is hereby referred to and made a part hereof.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that if the Principal shall well and truly perform the  
work contracted to be performed under said Contract, then this obligation is null and void. Otherwise this obligation  
shall remain in full force and effect. The Surety hereby stipulates and agrees that no change, extension of time, alteration  
or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the  
same shall otherwise affect the obligations on this Performance 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.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CONTRACTOR**  
  
BY: \_\_\_\_\_  
**SECRETARY/TREASURER**  
  
BY: \_\_\_\_\_  
**PRESIDENT/VICE PRESIDENT**

\_\_\_\_\_  
**NAME OF SURETY**  
  
BY: \_\_\_\_\_  
**ATTORNEY-IN-FACT**  
  
BY: \_\_\_\_\_  
**APPROVED AS TO FORM: CITY ATTORNEY**

**NOTARY ACKNOWLEDGEMENTS ATTACHED**



**ALTERNATIVE SECURITY IN LIEU OF PERFORMANCE BOND**

**I, THE UNDERSIGNED,** \_\_\_\_\_ **(CONTRACTOR)** as Principal, have submitted Cash/Cashier's Check No. \_\_\_\_\_/LOC No. \_\_\_\_\_/Certified Check No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_ in the amount of \_\_\_\_\_, issued by \_\_\_\_\_, payable to the **CITY OF ORANGE**, hereinafter called the Obligee, as alternative security for the *Contract Bond*.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that the Principal is required to furnish either bonds to the Obligee or cash deposit in the full face amount of the required bonds, guaranteeing *the faithful performance and the payment of claims of laborers, mechanics, material suppliers and any other persons*, as provided by the law in connection with a contract to do and perform the following work:

\_\_\_\_\_

a copy of which Contract is or may be attached hereto, and is hereby referred to and made a part hereof.

**THE UNDERSIGNED UNDERSTANDS** and agrees that the amount of alternative security deposited for the purpose stated above shall be withheld by the Obligee until after the satisfactory completion and acceptance of the Contract and the full face value of the alternative security, minus any disputed amounts, will be returned to the undersigned, thirty-five (35) days after the recordation of the Notice of Completion of the contract in the County Recorder's Office.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CONTRACTOR**

BY: \_\_\_\_\_  
**SECRETARY/TREASURER**

BY: \_\_\_\_\_  
**PRESIDENT/VICE PRESIDENT**

**NOTARY ACKNOWLEDGEMENTS ATTACHED**