

TREE MAINTENANCE SERVICES AGREEMENT
[RFP No. 156-05]

THIS TREE MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made and entered into as of January 1, 2016 (herein referred to as the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and WEST COAST ARBORISTS, INC., a California corporation (the “Contractor”), with its principal office for purposes of this Agreement at 2200 East Via Burton Street in the City of Anaheim, State of California.

ARTICLE I

For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions herein, 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 the City to the Contractor, if any, necessary to complete in good workmanship and substantial manner the work (herein referred to as the “Work”) described in the Contractor’s Scope and Proposal, attached hereto as Exhibit A, at the locations described therein, and in compliance with City of Orange standards and regulations.

The Work is to be performed in conformity with the plans and specifications and the proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements.

Unless and until otherwise notified in writing by the City’s Community Services Director, Dana Robertson, the City’s Parks and Facilities Manager (herein referred to as the “Authorized City Representative”), shall be the person to whom the Contractor will report for the performance of the Work hereunder, including, for example, the scheduling of tree trimming. 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 the City’s Community Services 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 the City’s Community Services Director.

It is further understood that the scope and extent of the Work and services to be performed hereunder during each fiscal year remaining during the Term of this Agreement will be dictated by the amount of funds committed to this Agreement through each annual budget process by the City Council.

Accordingly, the Authorized City Representatives and Contractor’s representative shall meet and confer on a regular basis to evaluate and coordinate the Work and services to be performed during each fiscal year, including anticipated total costs and tasks toward completion. The Authorized City Representatives shall be consulted by the Contractor regarding the

component parts of projects handled so that the Authorized City Representatives can determine, or secure a determination from the Community Services Director, as appropriate, tactics, strategy and whether a particular activity makes sense from an economic standpoint or can be done more economically in another fashion.

The Authorized City Representatives is to be consulted regarding staffing of its matters and is to be advised of any significant shift in staffing.

ARTICLE II

The initial term of the Agreement is for five (5) years (“Initial Term”), commencing January 1, 2016 and expiring on the last day of December, 2020 (the “Expiration Date”); provided, however, that the City will have the right to extend the term of the Agreement for the following extensions and upon the following terms:

- Extension (the “First Extension Term”) commencing on January 1, 2021 and terminating on December 31, 2021;
- Extension (the “Second Extension Term”) commencing on January 1, 2022 and terminating on December 31, 2022; and

The City shall give written notice to the Contractor of the City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the end of the Expiration Date or the then expiring Extension; provided, however, that the City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that the City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the date that the initial term or then current Extension would otherwise end, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, the Agreement shall terminate and be of no further force and effect as of the expiration of the initial term or the then current Extension. Moreover, in the event the City gives the Contractor written notice exercising an Extension and the City Council fails to appropriate funds sufficient to pay the amount of compensation for the Extension in question after the Contractor has performed services under the Extension, the Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement.

If the City exercises its option to extend the term of the Agreement for the First Extension Term, there shall be an increase in the base unit costs that had been payable for the initial term for the First Extension Term. Increases based upon Consumer Price Index (“CPI”) shall commence with the First Extension Term, as follows. If, following the City’s exercise of its option to extend the term of this Agreement for the First Extension Term and, thereafter, the

Second Extension Term, the Base Compensation payable to the Contractor under the Agreement shall be increased on the commencement date of the First Extension Term and, if exercised, the Second Extension Term to the lesser of: (1) the product obtained by multiplying the base unit costs payable to the Contractor for the month prior to the Expiration Date or the then expiring Extension by the quotient obtained by dividing the Consumer Price Index ("CPI") for November, 2020 into the CPI for the calendar month two (2) months before the Extension in question; or (2) two percent (2%). In no event shall the Base Compensation payable to the Contractor for the First Extension Term or the Second Extension Term ever be less than the Base Compensation payable immediately preceding the First Extension Term. In no event shall the increase for the First Extension Term be greater than two percent (2%). Likewise, in no event shall the increase for the Second Extension Term be greater than two percent (2%) of the compensation payable to the Contractor for the First Extension Term. The term "Consumer Price Index" or "CPI" means the Consumer Price Index for all Urban Consumers (All Items) as published by the United States Department of Labor, Bureau of Labor Statistics for the Los Angeles/Riverside/Orange Counties metropolitan area.

ARTICLE III

The Contractor agrees to receive and accept payment based on the unit costs presented in each monthly invoice and as defined in the Contractor's proposal which is part of this Agreement. The annual amount of this Agreement shall not exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), as budgeted by City Council on an annual basis, as full compensation for furnishing all materials and doing all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the City, and all risks of every description connected with the Work, also for all expenses incurred by or in consequence of the suspension or discontinuance of the Work, and for well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them.

ARTICLE IV

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE V

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 Agreement 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 Agreement.

ARTICLE VI

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the Work. The insurer shall waive its rights to subrogation against City, its officers, agents and employees, and shall issue a certificate and endorsement to the policy evidencing same.

b. Contractor shall maintain during the life of this Agreement, comprehensive general liability insurance or commercial general liability insurance (including operations, products and completed operations) providing for a minimum of \$1 million per occurrence for bodily injury, death and property damage. If insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Work to be performed under this Agreement or the general aggregate limit shall be \$2 million. The general liability policy shall be endorsed to cover the City, its officers, officials, employees and volunteers as insureds 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. A policy endorsement to that effect shall be provided to the City along with the executed original of a certificate of insurance, which endorsement shall be on Insurance Services Office, Inc. Form CG 20 10 10 01 and CG 20 37 10 01 or such other form as may be acceptable to the City. In lieu of an endorsement, the City will accept a copy of the policy which evidences that the City is an additional insured as a contracting party and that such coverage affords the City coverage for both ongoing work exposure and for products-completed operations.

c. Contractor shall maintain during the life of this Agreement, automotive liability insurance on a comprehensive form with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, providing for a minimum of \$1 million per accident for bodily injury, death and property damage. The automotive liability policy shall be endorsed to cover the City, its officers, officials, employees and volunteers as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. A policy endorsement to that effect shall be provided to the City along with the executed original of a certificate of insurance, which endorsement shall be such form as may be acceptable to the City. In lieu of an endorsement, the City will accept a copy of the policy which evidences that the City is an additional insured as a contracting party and that such coverage affords the City coverage.

d. The insurance policies maintained by Contractor shall apply to the City on a primary basis and not contributory with any insurance or self insurance available to the City. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

e. On or before delivery of this Agreement by the Contractor to the City and as a condition precedent to execution hereof by the City and the City's obligation to pay the Contractor any compensation hereunder, Contractor shall furnish executed original certificates of insurance and endorsements, as required by City, evidencing the aforementioned general liability, automotive and workers compensation insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled, modified or allowed to lapse without at least ten (10) days prior written notice to City.

f. All insurance maintained by Contractor shall be issued by companies 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.

g. 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.

h. 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.

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

ARTICLE VII

The Contractor guarantees the construction and installation of all work included in the scope and specifications, and Contractor's proposal for which the Contractor has been awarded this Agreement.

Should any of the work performed pursuant to this Agreement prove defective or should the project as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should the said project 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 project specified in this Agreement is accepted by the City, the 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 the City.

ARTICLE VIII

Section 1771 California Labor Code expressly includes "maintenance" within its definition of a "public work" and provides that contracts for maintenance are subject to prevailing wage laws. Prevailing wage determinations exist for certain crafts since 1977. To the extent that the 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, the Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workmen. The general prevailing wage determinations for crafts can be located on the web site of the Department of Industrial Relations (www.dir.ca.gov/DLSR). It is our understanding that it is the practice and policy of the Department of Industrial Relations to refrain from enforcing prevailing wage obligations for any work that falls outside the scope of work referenced for a particular craft of classification.

Attached hereto as Exhibit "B" 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. The Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the California Labor Code and, accordingly, hereby agrees to and shall prosecute and complete the Work under this Agreement in strict compliance with all of the terms and provisions contained in those provisions of the California Labor Code.

The Contractor hereby agrees to and 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, the 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."

The Contractor hereby agrees to and 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, and/or "increased costs" (including reasonable attorneys 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 Agreement, 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 Agreement.

ARTICLE IX

Contractor agrees to and shall defend, indemnify and hold harmless the City and its officers, employees, attorneys, contractors and agents from and against any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which the 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 Agreement, or in connection with performance of this Agreement which may be directly or indirectly caused by the acts or omissions of the 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 Agreement by the City or its officers, employees, attorneys, contractors or agents. The foregoing indemnity shall survive termination of this Agreement.

ARTICLE X

Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

ARTICLE XI

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

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or mental or physical disability. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or mental or physical disability. 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 agrees to 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 for race, color, religion, sex, national origin, or mental or physical disability.

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

ARTICLE XII

City, acting through its City Manager or his designee, reserves the right to terminate this Agreement for any reason by giving thirty (30) 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 Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless such termination shall be for cause, in which event the City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE XIII

In accordance with generally accepted accounting principles, Contractor shall maintain reasonably full and complete records of the cost of and completion of services performed under this Agreement. During the term of this Agreement and for a period of two years after termination or completion of this Agreement, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Agreement at Contractor's office.

Contractor agrees to make available all records for inspection or audit at its offices during normal business hours and upon 3 days notice from City.

ARTICLE XIV

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed that is inconsistent with or in violation of the provisions of this Agreement shall not be compensated. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.

ARTICLE XV

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally 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 may be sent by either facsimile or U.S. Mail. Notices shall be deemed received upon receipt of same or within 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"

West Coast Arborists, Inc.
2200 East Via Burton Street
Anaheim, CA 92806

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

Attn: Victor Gonzalez

Attn: Dana Robertson

Telephone No. 714-991-1900

Telephone No. 714-744-7283

E-Mail Address: vgonzalez@wcainc.com

E-Mail Address: drobotson@cityoforange.org

ARTICLE XVI

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 Contractor has complied and shall at all times during the term of this Agreement 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). Contractor further represents and warrants that he has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement. Contractor has

properly maintained, and shall at all times during the term of this Agreement 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. Contractor has responded, and shall at all times during the term of this Agreement 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. Contractor shall require all subcontractors and/or sub-consultants to make these same representations and warranties when hired to perform services under this Agreement.

c. Contractor shall, upon request of the City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of the City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by the Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to the 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 Agreement.

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

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

ARTICLE XVII

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 the 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 the 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.

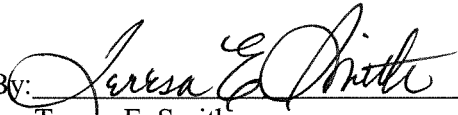
The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of the City's Director of Public Works, which is located at 300 E. Chapman Avenue in the City of Orange. The Contractor hereby acknowledges that it has read, reviewed and understands the

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

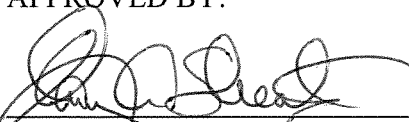
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the date and year first above written.

“CITY”

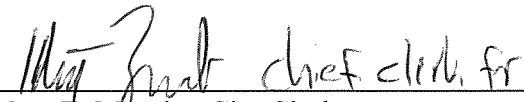
CITY OF ORANGE, a municipal corporation

By: 
Teresa E. Smith
Mayor of the City of Orange

CONTRACT AND INSURANCE
APPROVED BY:

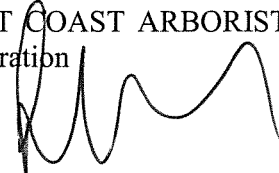

Gary A. Sheatz
Senior Assistant City Attorney

ATTEST:

 chief clerk, fr
Mary E. Murphy, City Clerk

“CONTRACTOR”

WEST COAST ARBORISTS, INC., a California corporation

By: 
Printed Name: Patrick Mahoney
Title: President

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

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

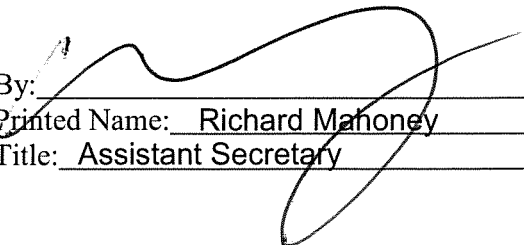
By: 
Printed Name: Richard Mahoney
Title: Assistant Secretary

EXHIBIT "A"

SCOPE OF WORK & PROPOSAL

[Behind this sheet.]

Scope of Work Tree Maintenance

SCOPE OF WORK

All work shall be performed under the supervision of a licensed, ISA Certified Arborist

All work must conform to the current Standards and Best Management Practices of:

- American National Standards Institute (ANSI) A300 for Tree Care Operations – Standard Practices for Tree Pruning.
- ANSI Z133.1 Safety Requirements for Arboricultural Operations.
- International Society of Arboriculture (ISA) Best Management Practices for Tree Pruning, Cabling, Fertilization, Tree Planting, IPM.
- California Occupational Safety and Health Administration

A. Routine Cycle Pruning

- All pruning operations shall be performed with the goal of promoting a full and healthy canopy.
- When performing routine cycle pruning, Contractor shall perform Vista pruning as necessary or as directed by the City Representative.
- When performing routine cycle pruning, Contractor shall perform necessary utility clearance pruning on trees per ISA utility pruning standards to prevent encroachment into the high voltage lines and maintain clearance from lines. If a tree has encroached into the high voltage lines, Contractor shall not be allowed to perform any pruning and shall immediately notify utility provider to clear the tree from the lines. After the tree has been pruned and cleared by the utility provider the Contractor can proceed with the cycle pruning.
- All pruning projects shall be coordinated with the City and approved two weeks prior to start date.
- All traffic control shall be per the WATCH handbook and approved by the City at least one week prior to project start.
- All pruning operations include full clean up and removal of all debris.

1) Structural Pruning Including Clearance Pruning : Young Trees (0"-12" DBH)

- A) Prune to manage tree growth and form to maximize safety, structural integrity and health.
 - 1. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - 2. Lion tailing will not be allowed.
- B) Remove dead branches at the point of attachment.
- C) Remove diseased, decayed, broken, weakly attached and/or crossing branches.
- D) Develop and/or maintain a central leader.
- E) Space main branches along one central leader.
- F) Identify the lowest branch in the permanent canopy to facilitate management of lower branches.

- D) Reduce growth by subordinating or removing branches with included bark and co-dominant stems.
- E) On trees with dense foliage, thin crown to allow light penetration onto the interior branches.
- F) Remove mistletoe, suckers and vines growing on trees.
- G) Provide fourteen feet overhead clearance over roadways.
- H) Provide eight feet overhead clearance over walkways, sidewalks and parking lots.
- I) Any pruning cuts exceeding seven inches in diameter must be authorized by the City's staff arborist prior to cutting.

4) Vista Pruning, Pruning to Clear Traffic Signal and Traffic Sign Obstructions:

- A) Prune to manage tree growth and form to maximize safety, visibility, structural integrity and health.
 - 1. On all trees over 20" DBH Contractor shall reduce end weight by not less than 15% on the tree's side that overhangs the signal/sign.
 - 2. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - 3. Lion tailing will not be allowed.
- B) Remove dead branches at the point of attachment.
- C) Provide fourteen feet of overhead clearance at roadsides.
- D) Provide eight feet of overhead clearance at parking lots, sidewalks and other pathways.
- E) Prune to clear line of sight to traffic signs for required sight distance.
- F) Prune to clear line of sight to traffic signal heads for required sight distance.

5) Palm Pruning:

- A) Includes trimming fronds to a 45 degree angle, removing all seed pods, removing loose heels of fronds, cleaning trunk up to five feet from head of tree.
- B) Remove all dead fronds. Dead fronds are those with less than 50% green tissue.
- C) Remove all vines and sucker growth.
- D) Palms are to be pruned during the summer months between June and September.

6) Palm Skinning:

- A) Includes the removal of old leaf stems, shag skirts and cleaning of trunk up to five feet from head.

7) Emergency Services and Response:

- A) The Contractor shall be required to provide emergency response to hanging limbs, hazardous, wind damaged or downed trees. This may include day, night, weekends, holidays and during storms. The Contractor will be given specific locations and the work to be completed at each location via telephone from a City authorized representative. The Contractor shall be required to start the work within sixty minutes of the initial phone call. The Contractor shall be required to report their arrival on the job site and report back to the City representative upon completion of the work specified.

D. Tree Watering:

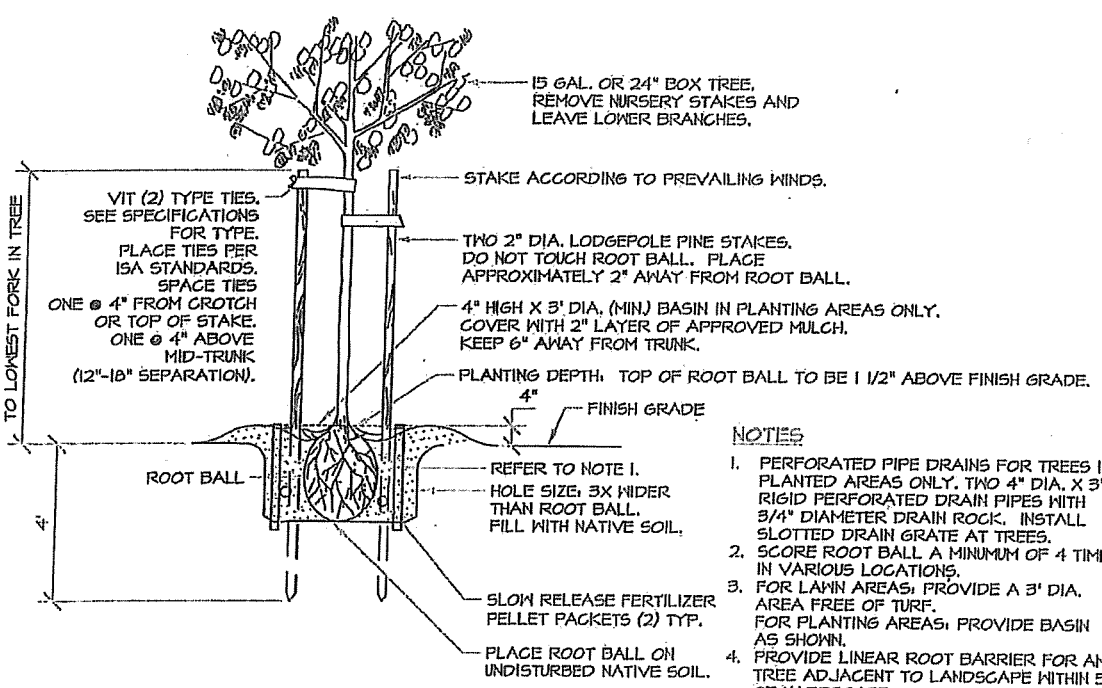
- A) Water shall be obtained at City provided sources through the use of a City provided meter. **NO WATER SHALL BE OBTAINED FROM CITY SOURCES WITHOUT THE USE OF A METER.**
- B) Tree wells and planting sites shall be watered utilizing a low flow device or diffuser capable of filling the tree well or planting site to a level flush with the adjacent grade (hardscape or earthen well).
- C) Any soils or materials splashed onto adjacent hardscape shall be removed by the service provider before continuing onto the next watering site.
- D) Watering costs shall be based on water, truck and driver for an eight hour day.

E. Root Pruning/Shaving

- A) Root pruning/shaving shall be performed under the direction of the City's arborist or designated City Representative.
- B) Roots shall be pruned/shaved using sharp, disinfected tools.

The City of Orange recently completed a GIS based inventory of its urban forest. The City will make this information available to the service provider upon contract award. As part of the street tree maintenance contract the service provider will be responsible for providing work history updates that will be directly uploaded into our ArcView GIS database. These work reports will be submitted along with the monthly billing. Invoices will not be processed without the required work summary reports.

Enclosure No. 2
City of Orange Standards and
Specifications for Tree Planting and
Maintenance



15 GAL. OR 24" BOX TREE,
REMOVE NURSERY STAKES AND
LEAVE LOWER BRANCHES.

STAKE ACCORDING TO PREVAILING WINDS.

VIT (2) TYPE TIES,
SEE SPECIFICATIONS
FOR TYPE.
PLACE TIES PER
ISA STANDARDS.
SPACE TIES
ONE @ 4" FROM CROTCH
OR TOP OF STAKE.
ONE @ 4" ABOVE
MID-TRUNK
(12"-18" SEPARATION).

TWO 2" DIA. LODGEPOLE PINE STAKES.
DO NOT TOUCH ROOT BALL. PLACE
APPROXIMATELY 2" AWAY FROM ROOT BALL.

4" HIGH X 3" DIA. (MIN.) BASIN IN PLANTING AREAS ONLY.
COVER WITH 2" LAYER OF APPROVED MULCH.
KEEP 6" AWAY FROM TRUNK.

PLANTING DEPTH: TOP OF ROOT BALL TO BE 1/2" ABOVE FINISH GRADE.

4"
FINISH GRADE

ROOT BALL

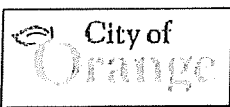
REFER TO NOTE 1.
HOLE SIZE: 3X WIDER
THAN ROOT BALL.
FILL WITH NATIVE SOIL.

SLOW RELEASE FERTILIZER
PELLET PACKETS (2) TYP.

PLACE ROOT BALL ON
UNDISTURBED NATIVE SOIL.

NOTES

1. PERFORATED PIPE DRAINS FOR TREES IN PLANTED AREAS ONLY. TWO 4" DIA. X 3' RIGID PERFORATED DRAIN PIPES WITH 3/4" DIAMETER DRAIN ROCK. INSTALL SLOTTED DRAIN GRATE AT TREES.
2. SCORE ROOT BALL A MINIMUM OF 4 TIMES IN VARIOUS LOCATIONS.
3. FOR LAWN AREAS: PROVIDE A 3' DIA. AREA FREE OF TURF. FOR PLANTING AREAS: PROVIDE BASIN AS SHOWN.
4. PROVIDE LINEAR ROOT BARRIER FOR ANY TREE ADJACENT TO LANDSCAPE WITHIN 5' OF HARDSCAPE.
5. PROVIDE ARBOR GUARD FOR TREES IN TURF AREAS.
6. PROVIDE BUBBLERS FOR TREES IN HARDSCAPE AREAS.

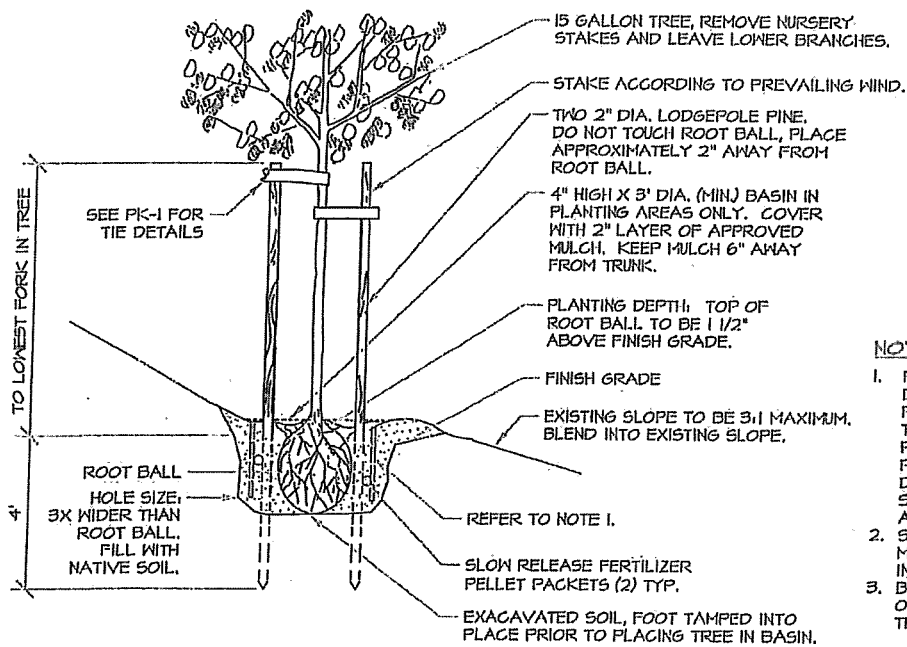


TREE PLANTING

COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
REVISED: OCTOBER 2006

PK-1



NOTES

1. PERFORATED PIPE DRAINS FOR TREES IN PLANTED AREAS ONLY. TWO 4" DIA. X 3' RIGID PERFORATED DRAIN PIPES WITH 3/4" DIA. DRAIN ROCK. INSTALL SLOTTED DRAIN GRATE AT TREES.
2. SCORE ROOT BALL A MINIMUM OF 4 TIMES IN VARIOUS LOCATIONS.
3. BUBBLERS TO BE PLACED ON THE UPHILL SIDE OF TREE.



TREES ON SLOPES

COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
REVISED: OCTOBER 2006

PK-2

PLANTING DEPTH: TOP OF ROOT BALL TO BE 1" ABOVE FINISH GRADE.

BACKFILL WITH 70% EXCAVATED SOIL AND 30% SOIL AMENDMENT PER SOILS FERTILITY TEST.

HOLE SIZE: 3X WIDER THAN ROOT BALL.

PLACE ROOT BALL ON UNDISTURBED NATIVE SOIL.

1 OR 5 GALLON SHRUB

4" HIGH X 2' DIA. PLANT BASIN COVER WITH 2" LAYER OF APPROVED MULCH.

FINISH GRADE WITH 2" LAYER OF APPROVED MULCH IN NON-TURF AREAS.

COMPACTED SUBGRADE

ROOT BALL

NOTES

1. AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
2. PLANTING AREAS SHALL BE TREATED WITH PRE-EMERGENT PRIOR TO PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.

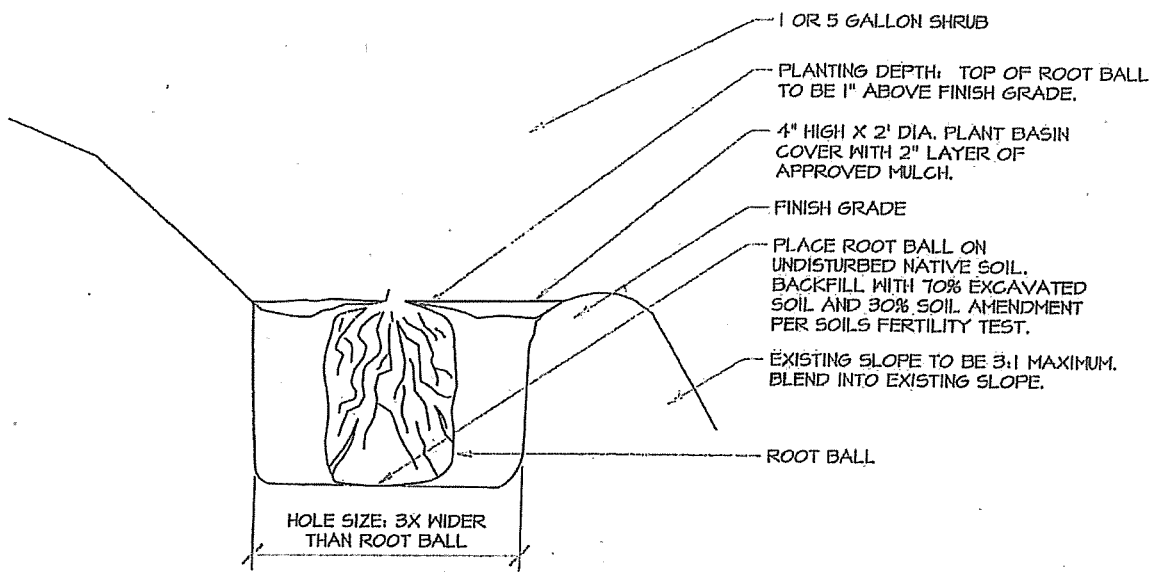


SHRUB PLANTING

COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
REVISED: OCTOBER 2006

PK-3



NOTES

1. PLANTER AREAS SHALL HAVE PRE-EMERGENT HERBICIDE APPLIED BEFORE PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
2. BUBBLERS TO BE PLACED ON UPHILL SIDE OF SHRUB.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.



SHRUBS ON SLOPES

COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
REVISED: OCTOBER 2006

PK-4

Proposal



ORIGINAL

Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

September 23, 2015

City Orange
Attn: City Clerk
300 E. Chapman Avenue
Orange, CA 92866

RE: RFP Bid No. 156-05; Tree Maintenance Services (Parks/Medians/Districts)
Due: Thursday, September 24, 2015 at 5:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal to provide tree maintenance services for the City of Orange. WCA is a family-owned and operated company employing over 750 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions.

WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees. WCA's top management team has created a culture where employees become accountable for actions and results.

WCA has a 43-year track record of working for more than 200 California, Arizona and Nevada municipalities and other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Boards under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 75 Certified Arborists and over 100 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used.

Our employees operate from one of our Anaheim, California offices: Anaheim (Corporate HQ), Ventura, San Diego, Riverside, Fresno, San Jose and Stockton. For questions related to this proposal and who has the authority to negotiate, please contact Victor Gonzalez, V.P. Marketing, at (714) 991-1900 or at vgonzalez@wcainc.com. Kris Burbidge, Area Manager, will be assigned to this project should WCA be awarded this contract. He can be reached at (714) 920-0567 or at kburbidge@wcainc.com.

Sincerely,

Patrick Mahoney
President

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

2. Indication of timely performance – response time to client issues, phone calls, and emergency work requests. The company’s understanding of the project and their methodology on covering the listed scope of work. Total number of crews/employees/equipment available to conduct work as outlined in the specifications. The ability to accomplish approximately 9,000 standard maintenance trims, 200 removals (including stump grinds) and 200 plantings per year.

3. Qualifications based on professional experience – The Contractor shall be, at a minimum, a licensed C61/D49 contractor with the State of California for at least 10 years. The number of years providing similar services to municipalities of similar size to Orange with urban forests comprised of not less than 15,000 trees. Qualifications and training of employees.

4. Client references – responses provided by Proposer’s references regarding quality of work and timeliness of work performed. Responses from Proposer’s references regarding your Company’s methodology to correct deficiencies and prevent re-occurrences.

Proposer must satisfy the City of its ability to perform the services required as stated herein. All proposers must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Proposer shall be entirely responsible for the accuracy of the information supplied concerning references.

In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the proposer on previous contracts to disqualify any proposer.

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

The proposer is required to supply the following information on the forms provided. Additional sheets may be attached if necessary:

1. The proposer shall provide the following:

- a) Company Name: West Coast Arborists, Inc.
- b) Type of Entity (for example, a California corporation): Corporation
- c) License Number: 366764
- d) License Class: C-61/D-49, C-27
- e) License Expiration Date: 12/31/2016

2. Number of years’ experience as a licensed contractor engaged in tree maintenance services for public agencies: 43 years

3. List at least three (3) public agencies or contracts for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past ten (10) years.

a) Name: City of Tustin

Address: 300 Centennial Way

City: Tustin State: CA Zip: 92780

Contact: Jason Churchill Telephone: (714) 573-3023

Type of Project: Urban Forestry Management

Contract Duration: 1993 - Present Annual Contract Amount: \$610,000

Urban Forest Inventory Amount (Tree Count) 15,840

b) Name: City of Mission Viejo

Address: 27204 East La Paz Road

City: Mission Viejo State: CA Zip: 92691

Contact: Jerry Hill Telephone: (949) 470-3085

Type of Project: Tree maintenance and inventory management services

Contract Duration: 1999-Present Annual Contract Amount: \$600,000

Urban Forest Inventory Amount (Tree Count) 39,811

c) Name: City of Anaheim

Address: 1426 East Vermont

City: Anaheim State: CA Zip: 92805

Contact: Dan Debassio Telephone: (714) 765-4461

Type of Project: Tree maintenance and inventory management services

Contract Duration: 2007 - Present Annual Contract Amount: \$1,500,000

Urban Forest Inventory Amount (Tree Count) 55,450

Proposer's SIGNATURE(S):

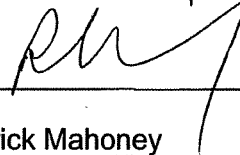
Insert full name of Corporation (or General Partnership, Limited Partnership, Limited Liability Company, Sole Proprietorship):

West Coast Arborists, Inc.

(if necessary), Doing business as:

N/A

By:



Printed Name:

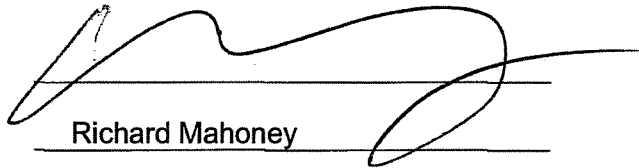
Patrick Mahoney

Title:

President

Date: 9/24/15

By:



Printed Name:

Richard Mahoney

Title:

Assistant Secretary

Date: 9/24/15



CITY OF ORANGE

PUBLIC WORKS DEPARTMENT

www.cityoforange.org

ENGINEERING DIVISION
(714) 744-5544
FAX: (714) 744-5573

MAINTENANCE DIVISION
(714) 532-6488
FAX: (714) 532-6444

TRAFFIC DIVISION
(714) 744-5548
FAX: (714) 744-5573

WATER DIVISION
(714) 288-2475
FAX: (714) 744-2973

Addendum No.1

DATE: September 14, 2015
To: All Bidders
Subject: **Proposal No. 156-05**
Tree Maintenance Services Project

The following revisions are made to the above referenced bid proposal:

Replace the Following:

- 1) Proposal Schedules – All Pages

Delete the Following:

- 1) Section titled Samples

Add Information:

- 1) Arbor Pro Tree Inventory – Disk copy included in this addendum

Bidders must sign the addenda acknowledgement page included in the RFP.

Christian Saxe
Public Works Street Maintenance Division

Acknowledged By: _____
Patrick Mahoney, President

COMMUNITY SERVICES PROPOSAL SCHEDULE**Tree Maintenance Project****(Bid No. 156-05)**

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
1)	<u>3,800 (E)</u>	<u>Routine/Grid Pruning of Trees</u> <u>Forty-eight</u> dollars and <u>zero</u> cents	<u>\$48.00</u>	<u>\$182,400.00</u>
2)	<u>50 (E)</u>	<u>Routine Pruning of Palms</u> <u>Sixty-eight</u> dollars and <u>zero</u> cents	<u>\$68.00</u>	<u>\$3,400.00</u>
3)	<u>50 LF</u>	<u>Palm Skinning</u> <u>Twenty</u> dollars and <u>zero</u> cents	<u>\$20.00</u>	<u>\$1,000.00</u>
4)	<u>1000 (per inch)</u>	<u>Tree Removal (excluding stump)</u> <u>Twenty-three</u> dollars and <u>zero</u> cents	<u>\$23.00</u>	<u>\$23,000.00</u>
6)	<u>1000 (per inch)</u>	<u>Tree Stump Grinding and Removal</u> <u>Fourteen</u> dollars and <u>zero</u> cents (excluding tree)	<u>\$14.00</u>	<u>\$14,000.00</u>

COMMUNITY SERVICES PROPOSAL SCHEDULE**Tree Maintenance Project****(Bid No. 156-05)**

8)	<u>10 (E)</u>	<u>24" Box Tree Planting</u> Two hundred fifty-five dollars and zero cents	<u>\$255.00</u>	<u>\$2,550.00</u>
9)	<u>10 (E)</u>	<u>36" Box Tree Planting</u> Four hundred ninety-five dollars and zero cents	<u>\$495.00</u>	<u>\$4,950.00</u>
10)	<u>5 (E)</u>	<u>48" Box Tree Planting</u> Seven hundred nintey-five dollars and zero cents	<u>\$795.00</u>	<u>\$3,975.00</u>
11)	<u>Per 8hr. day</u>	<u>Watering</u> Six hundred forty dollars and zero cents	<u>\$640.00</u>	
12)	<u>Square Foot</u>	<u>Root Shaving/Pruning</u> Twenty-five dollars and zero cents	<u>\$25.00</u>	

COMMUNITY SERVICES PROPOSAL SCHEDULE
Tree Maintenance Project
(Bid No. 156-05)

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
CONTRACT TOTAL FOR ITEMS 1-12 [(IN NUMBERS)]			\$235,940.00	

CONTRACT TOTAL FOR ITEMS 1-12 [(WRITTEN IN WORDS)]

Two hundred thirty-five thousand, nine hundred forty dollars and zero cents.

LEGEND OF UNITS: E – Annual Estimates

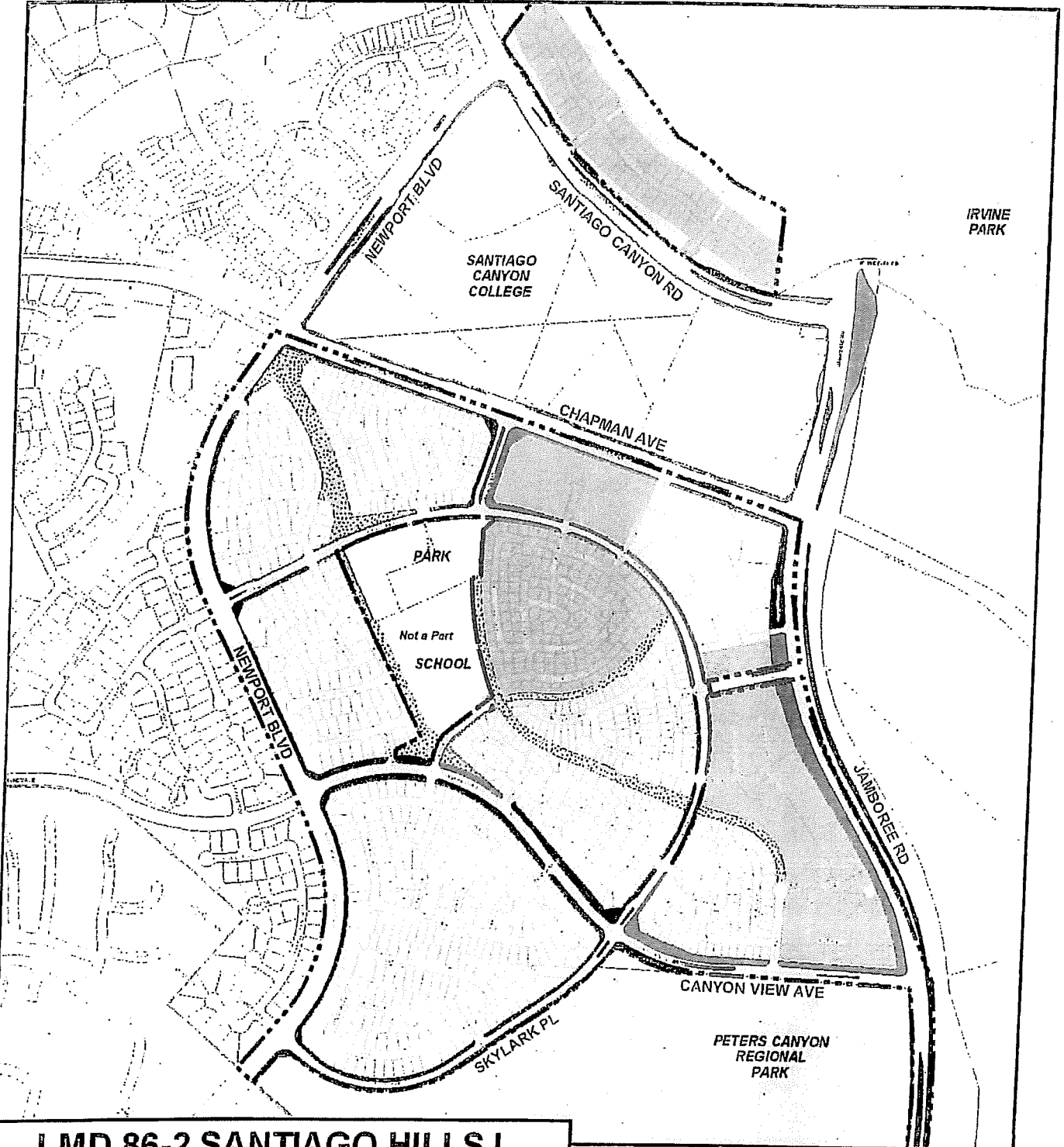
The below listed work is not included in the base bid amount:

Alt. 1) Hourly Rate Three man crew rental including all Necessary equipment
Two hundred forty dollars
 and zero cents \$240.00 \$240.00

Alt. 2) Hourly Rate Three man crew rental emergency response including all necessary equipment (after Hours, Weekends and Holidays
Three hundred thirty dollars
 and zero cents \$330.00 \$330.00

Alt. 3) Hourly Rate ISA Certified Arborist
One hundred fifty dollars
 and zero cents \$150.00 \$150.00

Landscape Assessment District/ CFD Maps



IRVINE PARK

SANTIAGO CANYON COLLEGE

CHAPMAN AVE

PARK

Not a Part
SCHOOL

JAMBOREE RD



CANYON VIEW AVE

PETERS CANYON REGIONAL PARK

SKYLARK PL




LMD 86-2 SANTIAGO HILLS I


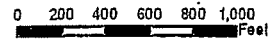
Landscape Maintenance Areas

-  Within Public Right-of-Way
-  On City Owned Property



LMD Area

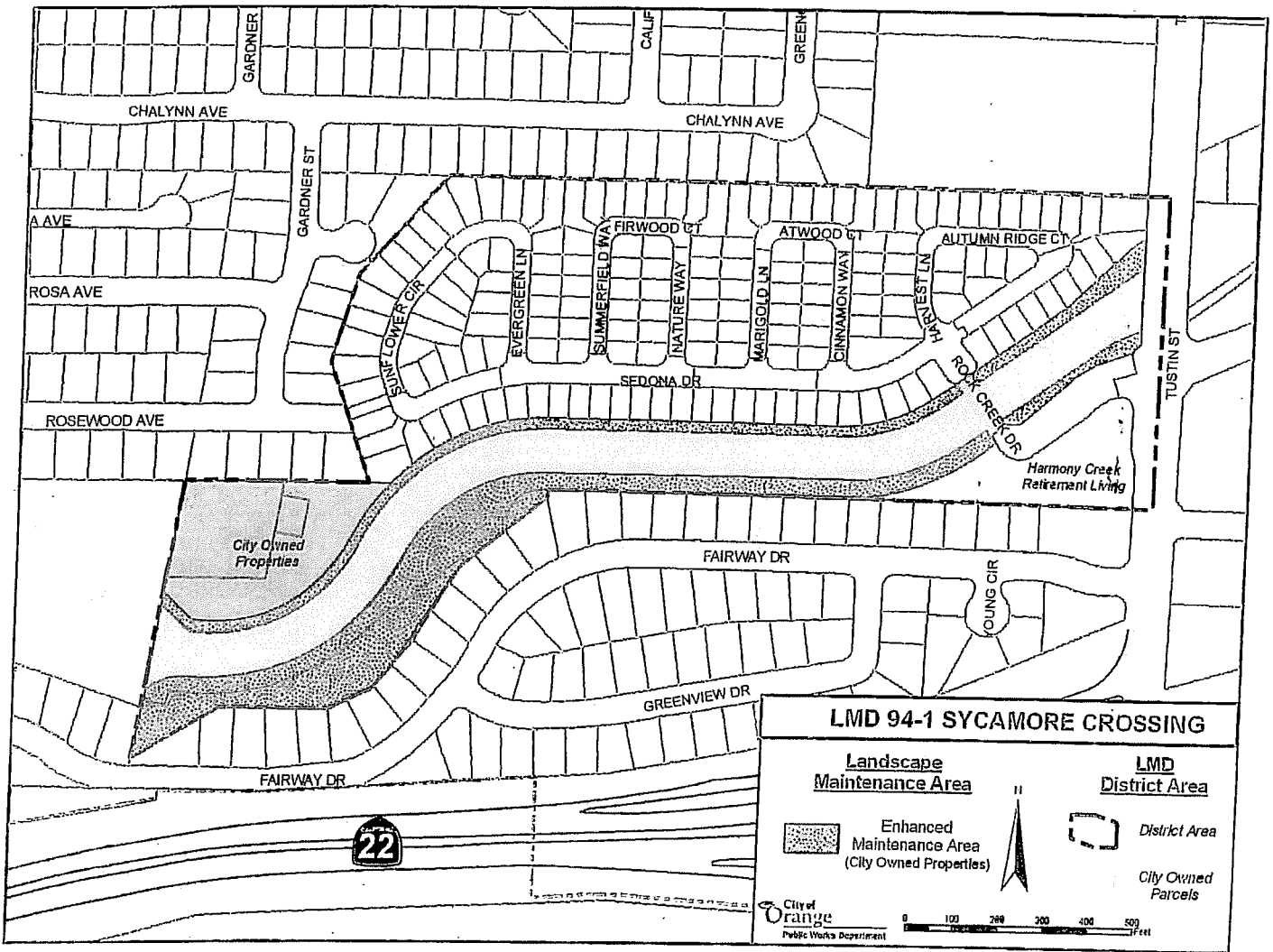
-  District Area
-  City Owned Parcel
-  Homeowner Associations

City of Orange
Public Works Department

PETERS CANYON REGIONAL PARK

JAMBOREE RD

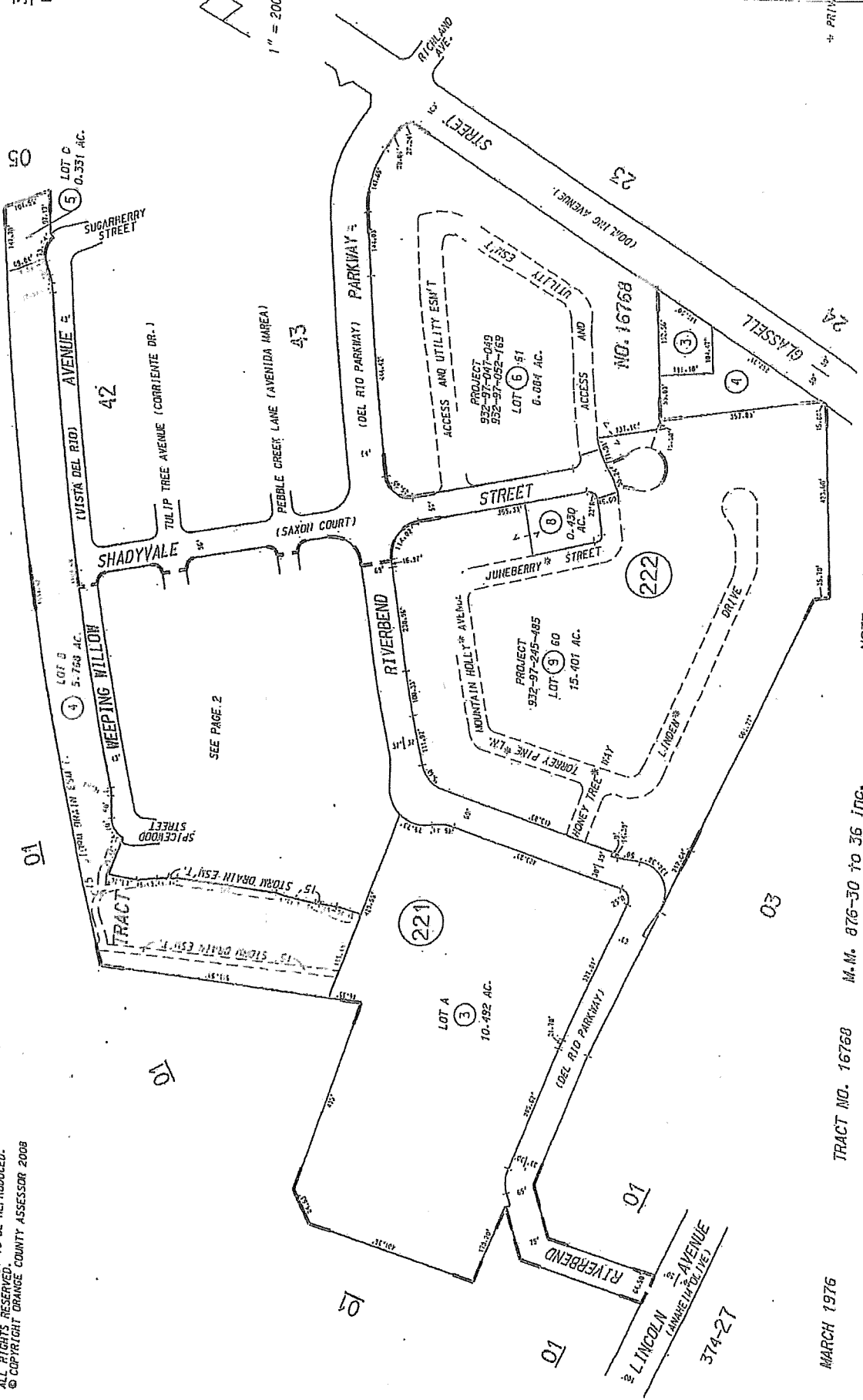


360-22

360 PAGE

POR. SEC. 8, T. 4 S, R. 9 W 02

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO ACCURACY NOR ASSUMES ANY LIABILITY FOR ANY USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2008



360 PAGE

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 360 PAGE 22 COUNTY OF ORANGE

TRACT NO. 16768 M.M. 876-30 to 36 inc.

MARCH 1976

3 LINCOLN AVENUE (NAMED IN THE PAST) 374-27

* PRIVATE

Exhibit No. 2
Park Site Listings

**CITY OF ORANGE
COMMUNITY SERVICES
PARKS**

1. Steve Ambriz Memorial Park
611 W. Riverbend
Orange, CA 92865
2. Fred Barrera Park
8380 E. Serrano Ave.
Orange, CA 92869
3. Belmont Park
4536 E. Via Escuela Ave
Orange, CA 92865
4. Eisenhower Park
2864 N. Tustin Ave
Orange, CA 92865
5. El Camino Real Park
400 N. Main Street
Orange, CA 92868
6. El Modena Basin
4343 E. Jordan Ave.
Orange, CA 92869
7. El Modena Park
555 S Hewes Street
Orange, CA 92869
8. Grijalva Park & Sports Center
368 N. Prospect Ave
Orange, CA 92869
9. Handy Park
2143 E. Oakmont Ave
Orange, CA 92867
10. Hart Park
701 S. Glassell St.
Orange, CA 92866
11. Killefer Park
615 N. Lemon St.
Orange, CA 92866
12. La Veta Park
3705 E. La Veta Ave
Orange, CA 92867
13. McPherson Athletic Center
333 S Prospect Ave
Orange, CA 92869
14. Olive Park
2841 N. Glassell St.
Orange, CA 92865
15. Pitcher Park
204 S. Cambridge Ave
Orange, CA 92866
16. Plaza Park
Orange Plaza
17. Santiago Hills Park
8040 E. White Oak Ridge
Orange, CA 92869
18. Serrano Park
2349 Apache Creek Dr.
Orange, CA 92869
19. Shaffer Park
1930 N. Shaffer Street
Orange, CA 92865
20. Veterans Memorial at Depot
Park
100 N. Atchison Street
Orange, CA 92866
21. Yorba Park
190 S. Yorba Street
Orange, CA 92867

Exhibit No. 3
City Facilities/ROW Listings

CITY OF ORANGE
COMMUNITY SERVICES DEPARTMENT

City Facility Tree Pruning Sites

1. Fire Station #1, 176 South Grand Street
2. Fire Station #2, 2900 East Collins Avenue
3. Fire Station #3, 1910 North Shaffer Street
4. Fire Station #4, 201 South Esplanade Street
5. Fire Station #5, 1343 West Maple Avenue
6. Fire Station #6, 345 South The City Drive
7. Fire Station #7, 8501 Fort Road
8. Fire Station #8, 5275 East Carver Lane
9. Main Library, 407 East Chapman Avenue
10. El Modena Library / OCPTA Day Care, 380 & 392 South Hewes Street
11. Taft Library, 740 East Taft Avenue
12. Senior Citizens Center, 170 South Olive Street
13. Police Facility, 1107 North Batavia Street
14. Corporation Yard, 637 West Struck Avenue
15. Civic Center, 300 East Chapman Ave
16. Economic Development Building, 230 East Chapman Avenue
17. Resource Center, 210 North McPherson Street
18. Esplanade Street Parkways, 200-500 South Esplanade Street
19. Plaza Park, Orange Plaza
20. Lemon Street Parking Lot, 100 Block North Lemon Street
21. Olive Street Parking Lots, 100 Block North & South Olive Street
22. Orange Street Parking Lots, 100 Block North & South Orange Street
23. East Santa Fe Parking Lot, 186 North Atchison Street
24. West Santa Fe Parking Lot, 505 West Chapman Avenue
25. Municipal Parking Lot, 190 South Olive Street
26. Los Timbres Street Parkway & Median, 5000-5300 East Chapman Avenue
27. Santiago Canyon Road Planter, 5200 East Santiago Canyon Road
28. Serrano Avenue @ Cannon Street Planter, 5400 East Serrano Avenue
29. Hewes Street @ Jordan Parkway, 500 South Hewes Street
30. Highland Street Parkway, 200 Block North Highland Street
31. East La Veta Avenue Parkway, 900-1000 Block East La Veta Avenue
32. Rancho Santiago Boulevard Parkway, 700-800 Block North Rancho Santiago Boulevard
33. Monument Planter @ Orange-Olive Road, 2800 North Orange-Olive Road
34. Richland Avenue Planters & Medians, 100 East Richland Avenue
35. Santiago Canyon Road @ Newport Boulevard Parkway, 800 Block Santiago Canyon Road
36. Villa Real Drive Parkway, 2700-2900 Block Villa Real Drive
37. Southern Avenue Parkway, 500-800 Block Southern Avenue
38. Santiago Canyon Road Medians, 7200-7600 East Santiago Canyon Road
39. Glassell Street @ Taft Avenue Planter, NWC Glassell Street @ Taft Avenue
40. East Lincoln Avenue Planter, 1100 Block East Lincoln Avenue

EXHIBIT "B"

**SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815
OF THE CALIFORNIA LABOR CODE**

California Labor Code 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) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars (\$300) 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.

(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) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

California Labor Code 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.

California Labor Code Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; substitutions; Internet listing of registered contractors

(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) 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.

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

(2) The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:

(A) Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.

(B) Projects for which the initial contract is awarded on or after April 1, 2015.

(C) Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).

(D) All projects, whether new or ongoing, on or after January 1, 2016.

California Labor Code 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 fifty dollars (\$ 50) 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 ten dollars (\$10) 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 twenty dollars (\$20) 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 thirty dollars (\$30) 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) When 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 Sections 1771, 1775, 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.

California Labor Code Section 1776. Payroll records; retention; inspection; noncompliance penalties; rules and regulations

(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, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards 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, the Division of Apprenticeship Standards, 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) 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.

(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) 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, the Division of Apprenticeship Standards, 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 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 name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) 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.

(g) 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 twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or 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.

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

(i) 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.

California Labor Code Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) 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.

(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) When 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) Prior to 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 that can supply 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 where the contractor agrees to be bound by those standards, but, 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. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, 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 that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that 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 Chief of the Division of Apprenticeship Standards 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) When 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) 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 Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) 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.

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

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(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. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(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) All decisions of an apprenticeship program under this section are subject to Section 3081.

California Labor Code 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.

California Labor Code 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 1/2 times the basic rate of pay.