

BID PROPOSAL

For

**ANNUAL INSTALLATION OF TRAFFIC STRIPING PAVEMENT MARKINGS, AND
RAISED PAVEMENT MARKERS**

BID NO. 23-24.01

PROJECT: SP-4260

BIDS DUE:

2:00 PM, Thursday, August 10, 2023

PLACE:

Seamless Documents at

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

TIME OF COMPLETION:

Three Hundred Sixty-Five calendar days

PLANS & SPECS AVAILABLE AT:

Online by emailing a request to msuazo@cityoforange.org

BID INQUIRIES:

(714) 532-6480

**CITY OF ORANGE
DEPARTMENT OF PUBLIC WORKS**



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JULY 2023

Prepared By:

Ruben Hernandez, Assistant Field Services Manager

Date

7/12/23

LEGAL NOTICE

Sealed bids are being invited under our **Bid No. 23-24.01; Project SP-4260; Annual Installation of Traffic Striping, Pavement Markings, and Raised Pavement Markers**, Bid forms, plans and specifications are available at by emailing 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 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., August 10, 2023 (Thursday)** by the following option – walk-up bids will not be accepted: 1.) Preferred method: Seamless Documents at orange.ca.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 **August 22, 2023, (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 for the award of a contract for this Project must be properly licensed in accordance with the laws of the State of California as a licensed building contractor holding a **Class C Specialty Contractor C-32 Parking and Highway Improvement** classification in the State of California at the time of submitting its bid. The City will reject the bid of a bidder as being non-responsive if the bidder does not hold the requisite contractor's license at the time of submitting its bid; such a bidder shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. In addition, each subcontractor listed by the bidder shall possess, both at the time of the award of a contract to the bidder 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 for the classification necessary to perform the work for which that subcontractor is listed, 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/dirdatabases.html>.

CITY OF ORANGE

PUBLIC WORKS DEPARTMENT
300 E. CHAPMAN AVENUE
ORANGE, CALIFORNIA 92866-1591
(714) 532-6480

PUBLISHED "ORANGE CITY NEWS":

July 20, 2023

July 27, 2023

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 **Bid No. 23-24.01; Project SP-4260; Annual Installation of Traffic Striping, Pavement Markings, and Raised Pavement Markers** 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 SP-4260**, within **three hundred sixty-five calendar days** from the first day of commencement of such work 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 miss-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

SCHEDULE A Waterborne Fast Dry Traffic Paint

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
1)	<u>100,000 LF</u>	<u>Install 4-inch wide broken lines, white or yellow</u> _____dollars and _____cents	_____	_____
2)	<u>20,000 LF</u>	<u>Install 4-inch wide solid line, white or yellow</u> _____dollars and _____cents	_____	_____
3)	<u>20,000 LF</u>	<u>Install 8-inch wide solid line, white</u> _____dollars and _____cents	_____	_____
4)	<u>20,000 LF</u>	<u>Install 6-inch wide solid line, white (bike lane)</u> _____dollars and _____cents	_____	_____
5)	<u>20,000 LF</u>	<u>Install 4-inch wide yellow, 3-inch wide black</u> <u>4-inch wide yellow solid lines (centerline)</u> _____dollars and _____cents	_____	_____
6)	<u>2,500 LF</u>	<u>Install 4-inch wide broken yellow lines</u> <u>continuous left turn lane</u> _____dollars and _____cents	_____	_____
7)	<u>500 LF</u>	<u>Install red, white, green or blue curb</u> <u>painting</u> _____dollars and _____cents	_____	_____

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
8)	<u>500 EA</u>	<u>Install 8-foot directional arrow, white</u> _____dollars and _____cents	_____	_____
9)	<u>1,000 EA</u>	<u>Install 8-foot letters, white or yellow</u> _____dollars and _____cents	_____	_____
10)	<u>10,000 LF</u>	<u>Install 12 inch solid line, white or yellow</u> <u>(crosswalk)</u> _____dollars and _____cents	_____	_____
11)	<u>100 EA</u>	<u>Install Type A or Type AY non-reflective</u> <u>pavement markers</u> _____dollars and _____cents	_____	_____
12)	<u>1,500 EA</u>	<u>Install Type B,C,D,G, or H reflective</u> <u>pavement markers</u> _____dollars and _____cents	_____	_____
13)	<u>5,000 LF</u>	<u>Layout of lines for new pavement striping</u> _____dollars and _____cents	_____	_____
14)	<u>500 EA</u>	<u>Install parking tees per City standards</u> _____dollars and _____cents	_____	_____
15)	<u>50 EA</u>	<u>Install railroad crossing legends</u> _____dollars and _____cents	_____	_____

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
16)	<u>10 EA</u>	<u>Install blue and white handicap legends</u> _____dollars and _____cents	_____	_____
17)	<u>150 EA</u>	<u>Install 4 inch white or yellow parking stalls</u> _____dollars and _____cents	_____	_____
18)	<u>3,000 SF</u>	<u>Removal of Lane Lines and Pavement</u> <u>Markings By Wet Sandblasting, Hydroblast</u> <u>or Grinding Method to Include Traffic Control</u> <u>and clean-up</u> _____dollars and _____cents	_____	_____
19)	<u>1 day</u>	<u>Per Day Rate for removal of Lane Lines and</u> <u>Pavement Markings by Wet Sandblasting or</u> <u>Grinding Method to Include Traffic Control</u> <u>and clean up.</u> _____dollars and _____cents	_____	_____
20)	<u>100 EA</u>	<u>Install/Furnish 36 inch "Safe Hit" Delineators</u> <u>With base, white or yellow and reflective tape</u> _____dollars and _____cents	_____	_____

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
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SCHEDULE B Thermoplastic

21)	<u>50 LF</u>	<u>Install 4 inch wide broken lines, white or</u> <u>yellow</u> _____ dollars and _____ cents	_____	_____
22)	<u>50 LF</u>	<u>Install 4 inch wide solid line, white or yellow</u> _____ dollars and _____ cents	_____	_____
23)	<u>500 LF</u>	<u>Install 8-inch wide broken lines, white or</u> <u>yellow</u> _____ dollars and _____ cents	_____	_____
24)	<u>500 LF</u>	<u>Install 6-inch wide solid line, white or</u> <u>yellow</u> _____ dollars and _____ cents	_____	_____
25)	<u>1,000 LF</u>	<u>Install 8-inch wide solid, white</u> _____ dollars and _____ cents	_____	_____
26)	<u>1,000 LF</u>	<u>Install 6-inch wide solid lines (bike lane)</u> _____ dollars and _____ cents	_____	_____

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
27)	<u>1,000 LF</u>	<u>Install 4-inch wide yellow, 3-inch wide black</u> <u>4-inch yellow solid lines (centerline)</u> _____dollars and _____cents	_____	_____
28)	<u>1,000 LF</u>	<u>4-inch wide broken yellow lines (continuous</u> <u>left turn lane)</u> _____dollars and _____cents	_____	_____
29)	<u>50 EA</u>	<u>Install 8 foot directional arrow, white</u> _____ _____dollars and _____cents	_____	_____
30)	<u>50 EA</u>	<u>Install 8 foot letters, white or yellow</u> _____ _____dollars and _____cents	_____	_____

SCHEDULE C

Methyl Methacrylate (MMA – Spray)

ITEM NO.	QUANTITY	UNIT PRICE TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL
31)	<u>1,000 LF</u>	<u>Install 12-inch wide solid line, white or yellow</u> <u>(crosswalk)</u> _____dollars and _____cents	_____	_____
32)	<u>10 LF</u>	<u>Install railroad crossing legends</u> _____dollars and _____cents	_____	_____
33)	<u>1,000 LF</u>	<u>Install 6-inch wide solid line, white (bike lane)</u> _____dollars and _____cents	_____	_____
34)	<u>40 EA</u>	<u>Install 8 foot directional arrow, white</u> _____dollars and _____cents	_____	_____
35)	<u>40 EA</u>	<u>Install 8-foot letters, white or yellow</u> _____dollars and _____cents	_____	_____
36)	<u>1,000 LF</u>	<u>Install 12 inch solid line, white or yellow</u> <u>(crosswalk)</u> _____dollars and _____cents	_____	_____
37)	<u>25 EA</u>	<u>Install Sharrow (bike legend)</u>		

dollars
and _____ cents _____

38) 25 EA Install bike lane and Arrow (legend

dollars
and _____ cents _____

TOTAL BID AMOUNT / Year _____

TOTAL BID AMOUNT WRITTEN IN WORDS:

The initial term of this contract is three (3) years, commencing in July 2023 and expiring on the last day of June 2026 provided, however, that the City has the right to extend the term of this contract per this specifications and contract agreement.

INFORMATION REQUIRED OF BIDDER

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

1. State the number of consecutive years of experience as a licensed general engineering contractor holding Class A General Contractor license, or a Specialty Contractor C-61 license with a D-34 Prefabricated Equipment Contractor classification in the State of California: _____
2. List at least three (3) projects you have completed as the prime contractor that are similar to the project that is the subject of this invitation to bid in terms of construction type and/or method, size of project with respect to area or volume, and contract dollar amount. Such experience shall have been acquired within the past five (5) years prior to the date of submittal of this bid:

CONTRACT AMOUNT	CLASS OF WORK	DATE COMPLETED	NAME, ADDRESS and PHONE NUMBER OF OWNER
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

3. For the projects you have described in Item No. 2, above, please give a description of the scope of work performed by you as the prime contractor:

1.	_____

2.	_____

3.	_____

4.	_____

5.	_____

6.	_____

4. 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.
5. 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 California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS).

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

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

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

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF ORANGE – DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on 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, connived, 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 of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title 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).

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box is used)

CITY, STATE, ZIP _____

PLACE OF BUSINESS (Include City & State) _____

PLACE OF RESIDENCE (Include City & State) _____

Telephone No.() _____ Fax No.() _____

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

LICENSE NUMBER _____

LICENSE CLASS _____

Bond No. _____

**CALIFORNIA PUBLIC WORKS
PROPOSAL OR BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ **(BIDDER)** 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 Oblige, in the penal sum of _____

_____ Dollars (\$ _____) for the payment whereof well and truly to be made and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting proposal (bid) for **Bid No. 23-24.01; Project SP-4120; Annual Installation of Traffic Striping, Pavement Markings, and Raised Pavement Markers**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract, the said principal will 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 unto the obligee the difference in money between the amount of the bid of the said 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

STATE OF CALIFORNIA On this _____ day of _____, in the year 20_____, before me, the undersigned, a
COUNTY OF _____ 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.

Notary Public in and for the said State.

STATE OF CALIFORNIA On this _____ day of _____, in the year 20_____, before me, the undersigned, a
COUNTY OF _____ 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.

Notary Public in and for the said State.

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) Permits from other Agencies
- 4) Special Provisions (Section SP)
- 5) State of California Department of Transportation, Standard Plans and Specifications (Latest Edition)
- 6) California Manual on Uniform Traffic Control Devices (CA MUTCD)
- 7) City of Orange Standard Plans and Specifications (Orange Book)
- 8) Standard Specifications for Public Works Construction (Green Book)

- 1) Construction Plans
- 2) All Other Documents

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 Director of Public Works 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. *The Contractor shall be licensed as a Parking and Highway (C32), Class C Specialty Contractor which performs Roadway/Highway Striping/Signing installation and maintenance work in the State of California prior to the time of contract award in accordance with the provisions of the Contractor's License Law.*
- 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 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*.
- 7) Each bidder must submit references to establish that the bidder has satisfactorily completed at least three (3) comparable California public construction contracts in the last Minimum five (5) years, each with a contract value equal to or in excess of the bid submitted for this project. Experience in completing contracts of similar nature to include construction type and/or method, size of project with respect to area or volume, and contract dollar amount 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 pre-qualified 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 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.

By submittal of a bid, the bidder represents that he/she/it has read and understood the plans, specifications or other proposed contract documents, visited the project site, and is familiar with conditions that may affect the work.

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 and the evidence of insurance as specified in Section 2.4 and Section 7-3, respectively, of these Special Provisions Standard Specification's, 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 and submittal of execution copies of the contract. The form of the contract agreement to be executed by the Contractor will be mailed by the City department having responsibility for the work, 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.

The contract will be in force for a period of three (30 calendar years and six (6) months effective upon execution by the City and notification to Contractor, but may be extended for two (2), one (1) year periods of time by mutual agreement by the City and the Contractor.

The Contractors shall submit requested price adjustments to the Traffic Engineer no later than ninety (90) days prior to the expiration of the current contract term. Price adjustments shall in no case exceed the Construction Cost Index published by Engineering News-Record.

2-1.7 Bid Protest Procedure

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

- 1). The initial protest document shall contain a complete statement of the basis for the protest with accompanying documentation in support thereof.
- 2). The protest shall refer to the specific portion of the document which forms the basis for the protest.
- 3). The protest shall include the name, address and telephone number of the person representing the protesting party.
- 4). 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.
- 5). 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.
- 6). 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 or other applicable specialty 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:

Bid No. 23-24.01- Installation of Traffic Striping, Pavement Markings, and Raised Pavement Markers

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 twelve (12) copies of plans and special provisions for the execution of work. The contractor shall have a bonded and insured printing company pickup the originals from the City to make additional copies, if needed, at no additional cost to the City.

The Contractor shall, at his own expense, obtain copies of the “Standard Specifications”, City of Orange Standard Plans and Specifications, Standard Plans and Specifications of the State of California, and Work Area Traffic Control Handbook, 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, in general, consists of, but is not limited to the following: removal and replacement of existing traffic striping, pavement markings, and raised pavement markers; layout of lines for new pavement stripes and markings; installation of parking tees. Removal of existing traffic striping and markings shall be done by wet sandblasting, hydroblasting, or grinding. Materials and application include water based rapid dry traffic paint, thermoplastic, and methyl metacrylate (MMA) including the application of glass beads.

The Contractor shall furnish all tools, equipment, materials, supplies, and manufacture articles, and shall perform all operations necessary for the installation and painting traffic stripes and pavement markings, including applying glass beads. Work also include furnishing and applying thermoplastic and MMA traffic stripes and pavement markings, including glass beads.

2-10 Authority of Board and Inspection

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

Orange Municipal Code Section, 2.15.020 C, and 2.34.01 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 at the rate established for Special Inspection in the latest Master Schedule of Fees and Charges adopted by the City Council. Such fees shall be paid per half day or portion thereof in minimum half-day increments. No work shall be performed outside normal working hours except under extraordinary circumstances and with prior approval of the Engineer.

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 protest against the Engineer's final decision shall be made in accordance with Section 3-5 Disputed Work.

2-11 Inspection

Contractor shall be made aware that the City of Orange Public Works Department has a compressed work week (9-80) of Monday through Thursday, with every other Friday as a workday. No Inspectors are available on the Friday that is not considered a workday. However, the Contractor may request, in writing on a form available at the office of the City Engineer, a request for “SPECIAL CONSTRUCTION INSPECTION SERVICES,” and said Contractor

shall further agree to pay the City of Orange for a minimum of one-half day increments for inspection of any work done on Friday's.

2-11.1 Daily Reports

The Contractor shall provide the City Inspector, at the end of each working day, a daily report showing the number of employees working on the project. The report will also include the Contractor employee's name and their classifications and equipments used onsite. Any subcontractors working on the project will also be included in the same report.

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.

3-3.1 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 of 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, equipment rental, bonding, 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 subcontractor'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 subcontractor's costs and markup for all 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 4 – CONTROL OF MATERIALS

4-1.1.1 General

The Contractor shall furnish the labor, tools, and material necessary to execute the entire work in the best possible manner, and he will be further required to employ only faithful and competent laborers. The use of any tool or equipment which produces unsatisfactory results shall be discontinued and immediately replaced. Any work completed with unsatisfactory results shall be replaced or redone at the Contractor's expense.

The Contractor shall keep the entire work in good repair until its completion and final acceptance.

Manufacturer's warranties, guaranties, instruction sheets and material safety data sheets shall be delivered to and "Approved" by the Engineer prior to the start of construction. Only material as documented and "Approved" by the Engineer can be supplied on this project.

All purchase order documentation for sources of materials or contractor supplied materials shall be submitted and approved before any work can begin

4-1.4 Test of Materials

4-1.6.1 Alternative Equipment and Materials

Manufacturers warranties, guaranties, product data, instruction sheets and parts lists, shall be furnished for all traffic paint and thermoplastic material to be supplied and installed on this project and shall be delivered to the Engineer before acceptance of the contract

Only equipment or material as documented and "APPROVED" by the Engineer prior to the start of construction can be supplied on this project. All new equipment or material used on this entire project shall be "LIKE" and shall be the product of one manufacturer. "LIKE" equipment means all materials such as traffic striping paint or thermoplastic signal, etc. shall be of the same manufacturer.

Whenever certain of the plans or specifications provide that more than one specified method of construction or more than one specified type of construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of equipment to be used up to the Contractor, it is understood that the City

does not guarantee that every such method of construction or type of equipment can be successfully used throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the condition encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives of any project, full compensation for any price paid for the item of work involved and no additional compensation will be allowed therefore.

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 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.

5-4 Relocation of Utilities

Any underground utilities marked by the Underground Service Alert and conflicting with the work to be done by the Contractor, and the utilities shown on the plans as to be relocated by others, will be relocated by the respective utility owners at no cost to the Contractor. If such utilities are not relocated by the utility owners prior to the contract award, the Contractor shall perform all the necessary work in the contract and provide a time window for the utility owners to commence and complete their work. The Contractor shall be entitled to extension of time without any additional compensation for the delays attributed to such relocation. The Engineer shall have the right to direct the Contractor and perform such relocation at compensation to be paid for in accordance with Section 3-2.

Any miscellaneous items to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner and all such work shall be done in cooperation with the utility owner; the Contractor shall be responsible for any costs resulting from the Contractor's failure to do the work at such times as are acceptable to the owner. The Contractor shall notify owners at least forty-eight (48) hours in advance of any work on any of their facilities.

All existing and conflicting items to be relocated by Contractor shall be inspected carefully by Contractor prior to removing and doing all the work necessary for relocating such items at the designated location without any modifications. If any modifications are required to such items due to Contractor's negligence in verifying the nature

of work prior to relocation, Contractor shall prepare plans and submit for Engineer's approval to such modifications and shall make such modifications at no additional compensation.

SECTION 6 – PROSECUTION, PROGRESS & ACCEPTANCE OF WORK

6-1.1 Construction Schedule and Commencement of Work

Prior to the commencement of the work, 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 can not 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.

The Contractor shall commence work at various times during the contract period at those locations designated by the Engineer within five (5) calendar days after written notification by the Engineer.

The Contractor shall schedule and complete the designated locations given by the Traffic Operations Engineer within a 14-day period and work in calendar days until all designated work is completed. If the Contractor cannot complete all designated work within the required time, the Contractor shall notify the Engineer, at the time of receiving the work order, with a schedule that would be convenient to both the Contractor and meet the City's schedule.

6-1.2 Public Works Inspection Outline

The City of Orange requires inspection at the minimum, but not limited to, the following outline.

I. Required Inspections

- A) Sewer main, lateral and structures
- B) Storm drain pipe and structures
- C) Curb and gutter, sidewalk, aprons, curb returns and cross gutters
- D) Subgrade, rock grade and paving (in street areas)
- E) Backfill of all utility trenches in the public right-of-way, easements and private streets

II. Conformance with the Approved Traffic Control and Traffic Safety Plan

Inspections and requirements for each of these areas are explained below.

If any work requiring inspection is covered or concealed by additional work without first having been inspected, the Construction Inspector shall require, by written notice, that such work be exposed for examination.

- A) Sewer main, lateral and structures
 - 1) Department of Industrial Safety Permit
 - 2) Certificate of Compliance
 - 3) Trenching operations
 - 4) Pipe laying and bedding
 - 5) Manhole bases and shafts

- 6) Backfill of trenches
 - a) 90% relative compaction
 - b) Trenches must be compacted before any concrete structures can be placed over top of said trenches.
- 7) Low pressure air test
 - a) Per NCPI procedures and tables
 - b) Shall be performed in presence of inspector upon completion of compaction of all utility trenches.
 - c) Test shall be performed prior to paving
- 8) Raising manholes
- 9) Balling of main line
- B) Storm drain pipe and structures
 - 1) Department of Industrial Safety Permit
 - 2) Certificate of Compliance
 - 3) Trenching operations
 - 4) Pipe laying and bedding
 - 5) Excavation for structures
 - 6) Structure forms
 - 7) Steel placement
 - 8) Placing of concrete
 - 9) Placing of structure backfill
 - 10) Backfill of trenches
 - a) Refer to Item A-6a, b; "Sewer trench backfill"
 - 11) Raising of manholes
 - 12) Final inspection
 - a) Upon completion of all street improvements as required by plans
- C) Curb and gutter, sidewalk, apron, curb return and cross-gutter
 - 1) Subgrade
 - a) Prior to placement of concrete
 - 2) Forms
 - 3) Placement of concrete
 - 4) Copies of all concrete tickets
 - 5) See Item A-6b; "Sewer trench backfill"
- D) Subgrade, rock grade and paving
 - 1) Compaction
 - a) Subgrade: 90% R.C.
 - b) Rock grade: 95% R.C.

- 2) Compliance with plan grade and depth
- 3) Prime and tack
- 4) Headers, if required
- 5) Placement of asphaltic concrete
- 6) Copies of all aggregate base and asphaltic concrete tickets
- 7) See Item A-7a, b; "Low pressure air test"
- E) Backfill of all utility trenches in the public right-of-way, easements and private streets
 - 1) See Item A-6; "Sewer trench backfill"
- F) Signing and striping
 - 1) Layout
 - 2) Application/Installation
- G) Traffic Loop Installation
 - 1) Loop layout
 - 2) Loop Installation
 - 3) Loop splicing and reset detection
- H) Traffic Signal and Safety Lighting
 - 1) Conduit installation
 - 2) Foundation layout/excavation
 - 3) Controller foundation and cabinet installation
 - 4) Standing signal poles and installation of signal equipment prior to erection
 - 5) Pulling signal wires/cables and final cabinet hookup and cabinet/pole bonding

6-2 Prosecution of Work

To minimize public inconvenience and possible hazard, restore streets and other work areas to their original condition as soon as practicable, and allow for cooperative work by the City, 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 Contractor's 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. In addition, the Contractor is required to adhere to the following requirements:

The Contractor's attention is directed to the material report regarding wet sub grade conditions. The contractor shall utilize Section 300-2.2a "Unstable Sub grade in Roadway Excavation" to minimize delays in constructing the new A.C. deep lift paving.

6-6.2 Extension of Time

In the event the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to increase the number of calendar days for completion or not, as may seem best to serve the interest of the City.

Except for the delays beyond Contractor's control as described in Sections 5-5 and 6-6.1, the City shall have the right to charge the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the Contractor and which accrued during the period of such extensions except that the cost of the final services and preparation of the final estimates shall not be included in such charges.

In addition to the above charges, Contractor shall pay to the City liquidated damages as specified in Section 6-9 for such delays.

No extension of time for the completion of the work called for under the contract shall be allowed unless at least twenty (20) days prior to the time fixed for the completion thereof, or the time fixed by the City Council or its designee for such completion as extended, Contractor shall have filed application for extension thereof, in writing, with the Engineer.

6-7 Time of Completion

Once the date of contract is established by the City, the Contractor shall strictly adhere to the time of completion in calendar days set forth in the proposal and any legal extensions granted thereto by the City in accordance with the terms of the specifications. He shall keep his own record of number of calendar days originally specified in the proposal and the number of days remaining in the contract time.

6-7.1 Working Hours

Work shall be completed within three hundred sixty five (365) Calendar days of Notice to Proceed. Work shall be done between the hours of 7:00 AM to 4:00 PM - Monday through Friday if no lane closure is required. If lane closure is required, then working hours will be limited to the hours of 9:00 PM to 5:00 AM.

6-9 Liquidated Damages

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work and submission of all paperwork sixty (60) calendar days after Notice of Completion, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of **\$500.00** per day. The submission of all paperwork includes but not limited to Certified Payroll Records, Final Report Utilization of DBE, Final Compaction Report, Copies of Recorded Centerline Ties with the County Surveyor's office, Record drawings (As-built), Material Disposal/Recycle Form, Rubberized Asphalt Concrete (RAC) Forms, and Executed Final Contract Change Order, and any necessary documents to closeout the project.

Contractor shall be allowed up to forty-eight (48) hours after the request from the City in writing for repairing any damaged sprinkler system and landscape area by the Contractor work. For each consecutive calendar day in excess of the forty-eight (48) hours for the completion of the repair at each requested location, the Contractor shall pay to the Agency, or have withheld monies due it the sum of \$250.00 per calendar day per location.

SECTION 7 – RESPONSIBILITIES OF CONTRACTOR

7-2.3 Prevailing Wage Rates

For a project funded with federal funds as identified in the Legal Notice of the Project Specifications, all Federal requirements, the Davis Bacon Act, in particular, shall apply for the project. The Federal Prevailing Wage

Rates attached in the Specifications shall apply. However, the state prevailing wage rates must apply to any classification that has a higher rate under state prevailing wage rate. Contractor is required to pay its employees the state prevailing wage rates when the prevailing wage rate is higher under the state than under the federal prevailing wage rates for any job classifications.

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) 703-4281.

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.

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.

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.

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 affect 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

Prior to construction, the Prime Contractor shall obtain a City Public Works Encroachment Permit to work within the City right-of-way.

Except as otherwise specified in the Special Provisions, the Contractor and subcontractors 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 permit fees, inspection fees, bonds and 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. 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.

7-8.1 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 be required to deposit \$800.00 meter service charge for each construction meter used on a City fire hydrant. The Contractor will be charged \$60.00 for installing and retrieving meter and \$2.00 per day rental on each construction water meter, and the Contractor shall pay for the water used on the project.

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

7-8.6 Water Pollution Control

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the State General Construction Activity Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The Contractor shall complete, within 10 calendar days after Notice of Award of contract, the partially completed Notice of Intent (NOI) and submit the completed NOI to the resident engineer for signature and submittal by the City to the Regional Board. Contractor shall also complete the Notice of Termination (NOT) and submit the completed form to the resident engineer for filing by the City with the Regional Board.

A copy of the latest permit is available at http://www.swrcb.ca.gov/stormwtr/gen_const.html#const_permit. The Contractor is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

Payment

Full compensation for conforming to the requirements of this section of these special provisions including furnishing all labor, materials, fees if any, equipment, and incidentals necessary to complete the work shall be considered as included in the various bid items of work and no additional compensation will be allowed therefore.

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(vertical) to 4 (horizontal). Grass parkways shall be over seeded with lawn seed and topsoil to the satisfaction of the Engineer.

Contractor shall restore all house numbers on new curb areas. NO additional compensation will be allowed.

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 Safety

The Contractor shall notify the following entities at least forty-eight hours in advance of any street construction or restriction to access, if applicable:

1. City of Orange Fire Department: 288-2500
2. City of Orange Police Department: 744-7462
3. Ambulance Services: 521-2334
4. Orange Unified School District: 997-6101
5. Trash Collection/ Street Sweeping: 372-8272
6. Post Office: 997-1255
7. City of Orange Water Department: 288-2475

Public Works Department contact information:

1. City Engineer, Frank Sun (714) 744-5549
2. City Traffic Engineer, Amir Farahani (714) 744-5534
3. Traffic Operations Superintendent, Chris LaFace (714) 532-6426
4. Associate Engineer (Sewer Locations), Dan Vu (714) 744-5527
5. Water Division, Ramona Takahashi (714) 288-2465
6. Tree Services Coordinator, Harvey Sosa (714) 532-6470
7. Field Maintenance Superintendent, Victor Uribe (714) 532-6455

The Contractor shall also be required to post and subsequently remove temporary “Tow Away No Parking” signs along adjacent work zones no less and no more than 1-week prior to scheduled work dates. The signs will be furnished upon request by the City. The Contractor shall fill in the day and date for the scheduled work.

The Contractor shall be responsible for adequate barricading of the work area and controlling traffic in the vicinity of the project as specified in Subsection 7-10, Traffic and Access and these special provisions. Barricades shall be staged and ready for controlling traffic, but no street shall be closed. The Contractor shall maintain the traffic control devices deployed for controlling all work operations. The Contractor shall protect the new surface from damage or defacing, the Contractor shall repair any damage to new improvements at no additional cost to the City until work is acceptable by the City.

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. Traffic control shall conform to the provisions of the latest edition of the California Manual on Uniform Traffic Control Devices, and the Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

At least seven (7) calendar days prior to beginning work, the Contractor shall distribute notices to all residences and business adjacent to or affected by the proposed work. Said notices shall be prepared and printed by the City and shall be served by the Contractor’s representative in person to each residence and business as practicable. Failure of the Contractor to properly serve said notices shall be cause for suspension of work until compliance with this requirement is achieved. No extension of time will be allowed to the Contractor for lost time due to his failure to distribute said notices in a timely manner or form suspension of work due to non-compliance. *The Contractor shall notify all residents and businesses 48 hours prior to painting in front of their residences/buildings (posted in advance). Painting of poles and pedestals shall be performed during daylight hours unless otherwise approved.*

The Contractor shall take all measures necessary to protect the public from coming into contact with controller cabinets and traffic signal equipment with wet paint. Contractor shall protect all private property from paint overspray and shall be responsible for any damage or clean up if overspray occurs.

At the end of each days work and at other times when construction operations are completed or suspended, the contractor shall not store materials and construction equipment and vehicles within the street right-of-way unless authorized by the Engineer.

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.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service station hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Vehicular access to residential and commercial driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to such extent that safe access may be provided and the street opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

7-10.1 Traffic and Access

The Contractor's operations shall cause no unnecessary inconvenience. The Contractor shall immediately remove any spillage resulting from its hauling operation along or across any public travel way. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work area, or an approved detour shall be provided.

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:

- reflectivity (if to be in place during darkness)
- condition of repair

7-10.2 Traffic Control

If required The Contractor shall provide, for review and approval of the City, traffic control plans per the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and Work Area Traffic Control Handbook (WATCH) for Streets and Highways. The Contractor shall also provide all necessary materials and equipment for traffic control. The Contractor shall use a solar operating generator for arrow board as directed by the City Engineer.

7-10.2.1 Payment

Payment for the traffic control shall be lump sum contract bid item and shall include all labor, material and equipment required by the City Engineer.

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. **This work shall also include**

providing traffic control plan, or supplemental traffic control plan as required, for approval by the City Traffic Engineer.

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 approved traffic staging plans. 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 shall 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 traffic plans shall be submitted 10 days prior to the preconstruction meeting for review by the City Traffic Engineer.
- During daytime working hours (8:30 AM to 4:00 PM), a minimum of one traffic lane for one-way traffic shall be maintained where excavations necessitate. No lane closures or construction will be permitted on any street on Saturdays, Sundays, 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.
- 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 W20-1 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 retro-reflectorized and standard size unless shown otherwise.
- 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) 532-6426, 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 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 supercede these 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, R9-3a 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 and construction phasing shall be considered included in the various items of work and shall include all costs to prepare traffic control plans, supplemental traffic control plans, as required, including all labor, material, 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 amount to be retained by the City shall be 5% of the work completed as of the date of the payment request. 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 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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Orange. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Orange. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Orange. This clause applies to both DBE and non-DBE subcontractors.

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, including a Caltrans Encroachment permit for work within their Right-of-Way, inspection and permit fees and charges, 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 considered to be included in the various items of work involved and no additional compensation will be allowed therefore.

PART 2

CONSTRUCTION MATERIALS

PART 3

CONSTRUCTION METHODS

SECTION 310 - PAINTING

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings

This subsection, et seq., is deleted. Refer to the "Caltrans" Standard Specifications sections referenced herein for these additions to the "Standard Specifications".

PART 4

PART 5

"CALTRANS" STANDARD SPECIFICATIONS

The following Sections of the latest (2010)"Caltrans" Standard Specifications, and California Manual on Uniform Traffic Control Devices latest editions, shall be used for all work specified in these sections:

Section 15:	Traffic Striping Removals
Section 56:	Signs
Section 84:	Traffic Stripes and Pavement Markings (Paint/Thermoplastic)
Section 85:	Pavement Markers

The following additions, as revised, to Sections 15, 56, 84, 85, (including all referenced Sections) of "Caltrans" Standard Plans and Specification latest edition shall apply:

SECTION 15

TRAFFIC STRIPES AND PAVEMENT MARKERS

REMOVALS

15-2.02C TRAFFIC STRIPES AND PAVEMENT MARKINGS (SANDBLASTING IF REQUIRED)

This Section is modified as follows:

Traffic stripes and pavement markings shall be removed to the fullest extent possible from pavement by wet sandblasting, hydroblasting, or grinding. Sand deposited on pavement as markings are removed shall be cleaned up by a street sweeper, all sidewalk areas shall be kept clean of all removed sand that accumulates and might interfere with or constitute a hazard to vehicular traffic or pedestrian travel. Contractor shall place pavement lane tabs or pavement striping as required for control of traffic or as directed by Engineer.

SECTION 56

TRAFFIC SIGNS

SECTION 56 OF THE CALIFORNIA STATE STANDARD SPECIFICATIONS WITH THE FOLLOWING ADDITIONS SHALL APPLY:

56-2 ROADSIDE SIGNS

Post mounted traffic signs shall be installed on 2 inch square "Telespar" galvanized steel posts. Metal signposts shall be installed with anchor sleeve/breakaway base support.

Signs to be installed on existing street light poles shall be installed using 3/4-inch stainless steel banding straps, buckles, brackets, bolt and washer or other approved attachment methods as approved by the Engineer.

All regulatory and warning signs shall be reflectorized using 3M high intensity (HIP-High Intensity Prismatic) grade sheeting for post-mounted signs. Sign material shall be 0.080-inch thick sheet aluminum alloy and be manufactured in accordance with the latest revision of the Caltrans Traffic Manual and Sign Specifications. All sign faces shall have anti-graffiti 1160 overlay sheeting, and installed with anti-theft mounting hardware.

New signs shall be installed at a minimum of 30-inch depth in a minimum (12-9nch square concrete footing, if required) except as specified otherwise.

The length of the post shall sufficiently extend from the top of the sign to 30 inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall extend a minimum of 6 inches below the bottom of the sign post.

All existing street name signs shall be relocated and installed on new 2-inch round posts.

56-2.01 DESCRIPTION

The Contractor's work shall consist of furnishing and installing warning and regulatory signs of various types, specifics on work orders given by the City Traffic Commission. (Time and Materials cost basis.) All other sign work, installation or purchasing pertaining to Bid Schedule B shall be based on bid unit price.

56-2.02 POST

All new or relocated signs shall be installed on two (2) inch square “Telespar” posts, banded on traffic signal poles, or street light standards. (Time and Materials cost basis.)

SECTION 84

TRAFFIC STRIPES AND PAVEMENT MARKINGS

SECTION 84 OF THE CALIFORNIA STATE STANDARD SPECIFICATIONS WITH THE FOLLOWING ADDITIONS SHALL APPLY:

84-1.01D CONTROL OF LAYOUT AND ALIGNMENT

Prior to permanent paint application, new layout spotted in advance shall be approved by the engineer. All new striping shall join existing.

84-2 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.01 DESCRIPTION (Thermoplastic)

This work shall consist of furnishing and applying thermoplastic traffic stripes and pavement markings, including glass beads.

84-2.02 MATERIALS (Thermoplastic)

The thermoplastic material shall conform to either State Specification PTH-02 ALKYD. Glass beads to be applied to the surface to the molten thermoplastic material shall conform to the requirements of State Specification 8010-004 (Type II).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory.

84-2.03 CONSTRUCTION (Thermoplastic)

Thermoplastic traffic stripes and pavement markings shall be applied in accordance with Caltrans Standard Specifications. Thermoplastic material should be applied by extrusion method with minimum thickness of 0.090 inch.

84-2.03D STENCILS (Thermoplastic)

Stencils and the use thereof shall conform to the following requirements:

Legends shall not be installed with, as determined by the Engineer, incompatible stencils. All stenciling shall match City of Orange stencils.

84-3 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-3.01 DECRPTIONS

This work shall consist of painting traffic stripes and pavement markings, including applying glass beads.

84-3.02 MATERIALS (Waterborne)

This Section is amended as follows:

Paint and glass spheres, to include paint for cat-tracking and dribble lines, shall be furnished by the Contractor per Bid Schedule A.

Under Bid Schedule A, the Contractor shall furnish all labor and equipment necessary to install and protect the striping and pavement markings.

Paint to be supplied and installed by the Contractor per Schedule A shall be:

Waterborne Rapid Dry Traffic Paint (lead free):

Caltrans State Specifications waterborne traffic line paint-white, yellow and black PTWB-01R2, or

Yellow	– ENNIS WB YEL CA PTWB-01 Lead Free or approved equal
White	– ENNIS WB WHT CA PTWB-01 or approved equal
Black	– ENNIS WB BLK CA PTWB-01 or approved equal

Glass spheres to be supplied and installed by the Contractor per Schedule A shall conform to state specifications No. 8010-004 (type II)

Potter Industries No. 3 – Moisture Proof, or approved equal.

If more than 120 days have elapsed from the date of manufacture of the paint installed, the paint shall be mixed in containers other than the spray equipment containers until a smooth, uniform product of proper consistency is obtained. Such mixing and all other necessary mixing shall be at the Contractor's expense.

84-3.03 CONSTRUCTION (Waterborne)

Application of traffic striping and pavement markings shall conform to the provisions of the Standard Specifications and these Special Provisions:

Striping configuration – length and width of striping; gaps between striping; and, spacing and location of pavement markings shall conform to State of California Standard Plans Typical Details for painted traffic striping and raised pavement markers (copy attached).

Traffic striping and pavement markings on new surfacing shall be applied in two equal thicknesses totaling the minimum required wet film thickness for each lane type shall be between 14-16 mils. The second coat shall not be applied for a minimum of fourteen (14) days after application of first coat and upon approval of the Engineer. On existing surfacing, traffic striping and pavement markings shall be applied in one coat.

Reflective glass beads shall be applied to both layers of paint at the rate indicated per this section.

The rate of application for paint to achieve a minimum 14-16 mil. thickness shall be:

Broken single stripe (lane lines)

6-6.5 gal. per mile

Broken single stripe (continuous left-turn lane)

5-5.5 gal. per mile

Solid stripe (double yellow centerline)

32-34 gal. per mile – yellow

16-17 gal. per mile – black

Solid single stripe (4 inch)

16-17 gal. per mile

Solid single stripe (8 inch)
6-6.5 gal. per 1,000 linear feet

Pavement markings and legends
1 gal. per 100 square feet

Upon application, the finished product shall be opaque with no discoloration showing through the painted surface.

Glass spheres shall be applied to all coats except first coats when so directed by the Engineer, and except all black paint coats at an approximate rate of 6 pounds per gallon of paint. The exact rate will be approved by the Engineer.

The Contractor shall take all reasonable precautions to protect the paint during the drying period and shall be required, if directed by the Engineer, to remove objectionable tracking.

No work shall be done when weather conditions restrict visibility to less than one mile or when existing or anticipated weather conditions result in a damp or wet street surface.

If, as the result of weather or unforeseen circumstances, a damp or wet street surface occurs after work has begun, the Contractor shall cease painting and protect from tracking that work accomplished. Repainting as the result of unforeseen wet street surface conditions occurring after work has begun may, at the option of the Engineer, be paid for under the provisions of Section 9-1.03, *'Force Account Payment.'*

Under no circumstances will weather or wet street surface conditions, occurring prior to the start of work, release the Contractor from his responsibilities as defined in Section 7-1.09, *"Public Safety."*

Where repainting is required on streets when delineation is provided by both painted lines and raised pavement markers, the raised pavement markers shall be protected or otherwise kept clean of paint, over-spray or dribble.

84-4.07 STENCILS (Waterborne)

Stencils and the use thereof shall conform to the following requirements:

Legends shall not be repainted with, as determined by the Engineer, incompatible stencils. Contractor's stencils shall match City's stencils (metric and non-metric).

84-4.08 WORKING HOURS AND LANE CLOSURE INSTRUCTIONS

Street painting to include lines, legends, crosswalks, and all associated preparatory and protective activity and devices shall be allowed only during the following hours unless otherwise approved or directed by the Engineer.

9:00 a.m. to 4:00 p.m.
10:00 p.m. to 6:00 a.m.

All street painting on major and primary arterial streets (lines only) shall be painted during evening hours of 10:00 p.m. to 6:00 a.m.

Legend painting of major and primary arterial streets (three thru travel lanes) shall allow for two (2) thru lanes in each direction to remain open at all times.

Legend painting on primary and secondary arterial streets (two thru travel lanes) shall allow for one (1) thru travel lane in each direction to remain open at all times.

All single left turn lane closures for legend painting shall be properly signed for “no left turn.”

All dual left turn lane closures shall allow for one lane to remain open at all times.

SECTION 85

RAISED PAVEMENT MARKERS

SECTIONS 85 AND 95 OF THE CALIFORNIA STATE STANDARD SPECIFICATIONS WITH THE FOLLOWING ADDITIONS SHALL APPLY:

85-1.01 DESCRIPTION

The furnishing and placing of pavement markers shall conform to the provisions of this Section and these Special Provisions:

Location and type of pavement markers to be used with various types of street striping configurations shall conform to the State of California Standard Plans Detail for painted traffic stripes and raised pavement markers.

Pavement markers will be placed to the line designated by the Engineer. The line will be the painted channelization placed on the street, which may be both existing or that applied by the Contractor as part of this contract.

All additional work necessary to establish satisfactory lines for the markers shall be performed by the Contractor, including correction or minor irregularities in the line established by the Engineer.

85-1.02 TYPE OF MARKERS

Pavement markers shall conform to one or more of the following types:

- Type A – Non-Reflective White Markers
- Type AY – Non-Reflective Yellow Markers
- Type C – Red-Clear Retroreflective Markers
- Type D – 2-Way Yellow Retroreflective Markers
- Type G – One-Way Clear Retroreflective Markers
- Type H – One-Way Yellow Retroreflerctive Markers

85-1.06 PLACEMENT

Placement of raised pavement markers shall conform to the provisions of this Section and these Special Provisions:

On new asphalt concrete surfacing pavement markers shall not be installed until the surfacing has been opened to public traffic for a period of not less than 14 consecutive days and upon approval of the Engineer.

Bitumen Adhesive is to be used for the installation of all pavement markers. (Section 85-1.02D)

CONTRACT

[Annual Installation of Traffic Striping, Pavement Markings, and Raised Pavement Markers (Bid No. 23-24.01; SP-4260)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2020 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and *[insert legal name of Contractor]*, a *[insert the type of entity; e.g., “ABC, INC., a California corporation”, “ABC, a California general partnership”, ””ABC, L.P., a California limited partnership”, “John Doe, a sole proprietor, doing business as ABC Company”, or “ABC, L.L.C., a California limited liability company”]* (“Contractor”), with its principal office for purposes of this Contract at *[insert street address]*.

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 two (2) bonds 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 (herein referred to as the “Work”) described in:

- (1) The “Scope of Work” depicted on Attachment No. 1 attached hereto and incorporated herein by this reference;
- (2) The latest edition of the "City of Orange Standard Plans and Specifications" (herein referred to as the “Orange Book”) with "Engineer", as used in the Orange Book and in this Contract, to specifically include the City Engineer (or his designee);
- (3) The "Standard Specifications for Public Works Construction (herein referred to as the “Green Book”), and all amendments thereto;
- (4) The “City of Orange Standard Special Provisions” attached hereto as Attachment No. 2 and incorporated herein by this reference (herein referred to as the “Special Provisions”)
- (5) The Contractor’s Proposal, which is on file with the 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, Green Book 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. A copy of the Special Provisions and Standard Plans will also be kept on file with the City Clerk. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Green Book, 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 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 the bid or proposal of 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 2

Commencement of Work

The Initial Term of this Contract is three (3) years (herein referred to as the “Initial Term”), commencing July 1, 2023 and expiring on the last day of June, 2026 (the “Expiration Date”); provided, however, that the City has the right to extend the term of this Contract for the following extension and upon the following terms:

- Extension (the “Two Year Term”) commencing on July 1, 2026 and terminating on June 30, 2028.

The City Manager is hereby authorized on behalf of the City to 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 Expiration Date or the then expiring Extension; provided, however, that the City's notice of its intention to extend the term of this Contract 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 Contract not later than thirty (30) days prior to the Expiration Date or then current Extension, 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, this Contract shall terminate and be of no further force and effect as of the expiration of the Initial Term or the then current Extension. Notwithstanding anything in this provision to the contrary, in the event the City gives the Contractor written notice exercising an Extension and the City receives notice that appropriation of funds for the Extension in question are not available after the Contractor has performed services under the Extension, the City agrees that the Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same.

Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to the Contractor for each respective Extension.

ARTICLE 3

Compensation

Contractor agrees to receive and accept an amount not to exceed *[insert amount]* DOLLARS and *[##]/100 (\$[insert amount])* as full 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; (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; (5) and 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 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 specified in this Contract 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 agrees to 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). 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 hereby agrees to and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. 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, 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 hereby agrees to and 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 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 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.

ARTICLE 11

Indemnity

Contractor agrees to and shall defend, indemnify and hold harmless City and its officers, officials, agents, employees, attorneys, and contractors from and against 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, employees, attorneys, or contractors. The foregoing indemnity shall survive termination of this Contract.

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.

b. Coverage shall be at least as broad as:

(1) ISO Form CG 00 01 - Commercial General Liability coverage.

- (2) ISO Form CA 00 01 - Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by California law.
- (4) Employer's Liability Insurance.

c. Contractor shall maintain the following minimum amount of insurance: the greater of (a) the limits set forth in 1 through 4, below; or (b) 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. |

d. 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.

e. 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.

f. 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 to be covered as additional insureds 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.

- (2) General Liability coverage shall be provided in the form of an Additional Insured Endorsement (ISO Form CG 20 10 11 85 or such other form as may be acceptable to City) to Contractor's insurance policy, or as a separate owner's policy.
- (3) For any claims related to this project, 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.
- (4) 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 City.

g. The minimum liability coverage required above shall apply to City as an additional insured.

h. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements should be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before 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.

i. 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's Key Rating Guide.

j. 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.

k. 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 agrees to obtain any other endorsement that may be necessary to effect this waiver of subrogation.

l. 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 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 agrees to 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 Contractor

- (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 sub-consultants to make these 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. Any Contractor, subcontractor, or sub-consultant who 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 shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor agrees to 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 agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration

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.

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 No.:
E-Mail Address:

Telephone No.:
E-Mail Address:

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]

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date and year first above written.

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy
Mayor of the City of Orange

CONTRACT, BONDS 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

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 OF THE 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.

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; 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.

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.

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.

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.

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.

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 1/2 times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

§ 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process
Effective: 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 his or her 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, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**CALIFORNIA PUBLIC WORKS
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS,

That 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 _____

_____ Dollars (\$ _____) for the payment whereof well and truly to be made and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that, **WHEREAS**, the above named bounded principal is required to furnish a bond to said Obligee, guaranteeing the faithful performance of a contract to do and perform the following work, to wit:

Bid No. 23-24.01; SP-4260; Installation of Traffic Striping, Pavement Markings And Raised Pavement Markers

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

NOW, THEREFORE, if the above bounded principal shall well and truly perform the work contracted to be performed under said contract, then this obligation to be null and void; otherwise to 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 agreement, or the work to be performed there under, or the specifications accompanying the same shall otherwise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract agreement or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20_____.

CONTRACTOR

NAME OF SURETY

BY: _____
SECRETARY/TREASURER

BY: _____
ATTORNEY-IN-FACT

BY: _____
PRESIDENT/VICE PRESIDENT

BY: _____
APPROVED AS TO FORM: CITY ATTORNEY

STATE OF CALIFORNIA On this _____ day of _____, in the year 20_____, before me, the undersigned, a
COUNTY OF _____ 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.

Notary Public in and for the said State.

STATE OF CALIFORNIA On this _____ day of _____, in the year 20_____, before me, the undersigned, a
COUNTY OF _____ 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.

Notary Public in and for the said State.

**CALIFORNIA PUBLIC WORKS
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS,

That 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 _____
Dollars (\$ _____) for the payment whereof well and truly

to be made and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named bounded principal is required to furnish a bond to said 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, to wit:

Bid No. 23-24.01; SP-4260; Installation of Traffic Striping, Pavement Markings And Raised Pavement Markers

NOW, THEREFORE, if the Principal or his subcontractors, shall fail to pay any person named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any person named in Section 3181 of the Civil Code of the State of California, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, 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 bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court in accordance with Section 3250 of the Civil Code of the State of California.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such person or his assigns in any suit brought upon this bond.

SIGNED AND SEALED this _____ day of _____, 20_____.

CONTRACTOR

NAME OF SURETY

BY: _____
SECRETARY/TREASURER

BY: _____
ATTORNEY-IN-FACT

BY: _____
PRESIDENT/VICE PRESIDENT

BY: _____
APPROVED AS TO FORM: CITY ATTORNEY

STATE OF CALIFORNIA	On this _____ day of _____, in the year 20_____, before me, the undersigned, a
COUNTY OF _____	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.
	_____ Notary Public in and for the said State.

STATE OF CALIFORNIA	On this _____ day of _____, in the year 20_____, before me, the undersigned, a
COUNTY OF _____	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.
	_____ Notary Public in and for the said State.

CASH DEPOSIT IN LIEU OF CONTRACT BONDS

The undersigned _____ (**CONTRACTOR**) as Principal, has submitted
in the amount of \$ _____ a cashiers check number _____ dated _____, 20____
from _____ (**Financial Institution**), payable to the **CITY OF ORANGE**, hereinafter called the Obligee, as a contract bond.

THE CONDITION of the above bond is such that, **WHEREAS**, the above named principal is required to furnish either bonds to the said Obligee or cash deposit in the full face amount of the required bonds, in accordance with section 2.4 of the City of Orange Standard Plans and Specifications, 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 to wit:

Bid No. 23-24.01; SP-4260; Installation of Traffic Striping, Pavement Markings And Raised Pavement Markers

The undersigned understands and agrees that the amount 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 cashier's check 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: _____

PR-17

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of _____, in the year, 20____, before me, the undersigned, a 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 to me that such _____ executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC IN AND FOR THE SAID STATE