Contract Documents

For

CCTV INSPECTION & REPORTING

of

SANITARY SEWER SYSTEM

City of Laguna Beach, California

March 2016

Prepared By:
The City of Laguna Beach
Water Quality Department
505 Forest Avenue
Laguna Beach, CA 92651
(949) 497-0615

Prepared Under the Supervision of:

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Interim Capital Projects Manager
City of Laguna Beach
RCE #55604

Approved:

David W. Shissler, PE
Director of Water Quality
City of Laguna Beach
RCE # 44187
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and
INSTRUCTIONS TO BIDDERS
CITY OF LAGUNA BEACH
NOTICE INVITING BIDS

CCTV INSPECTION AND REPORTING OF SANITARY SEWER SYSTEM

N-1 NOTICE IS HEREBY GIVEN that sealed bids for the CCTV INSPECTION AND REPORTING OF SANITARY SEWER SYSTEM in the City of Laguna Beach will be received at the office of the Director of Water Quality at the City of Laguna Beach, 505 Forest Avenue, Laguna Beach California, CA 92651 until 2:30 P.M. on April 14, 2016.

N-2 DESCRIPTION OF THE WORK: In general, the work includes providing all materials, equipment, labor, tools, and incidentals as required by the contract documents to provide closed circuit television (CCTV) inspections of the gravity sewer mainlines and manholes, in accordance with NASSCO PACP and MACP requirements, covering approximately 86 miles of gravity sewer pipe within a five-year period.

N-3 AWARD OF CONTRACT: (a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interest of the City. (b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

The City reserves the right to cancel the Contract at any time and/or remove specific bid items from the contract should the City determine the selected Contractor does not demonstrate the appropriate quality, fitness, capacity and experience to satisfactorily perform the Work.

N-4 CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid Class A, General Engineering, Contractor License at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Profession's Code. Contractor must hold a Certification as a NASSCO/PACP Trainer and holds licenses of reporting software with one of the following: Aries VC4000, Cobra, Cues, Granite XP, Flexi data, PACP/MACP, Pipetech, Subcam.

N-5 WAGE RATE REQUIREMENTS: In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available on the Internet at the World Wide Web site of the State Department of Industrial Relations at www.dir.ca.gov under Statistics and Research. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workers employed by them in the execution of the contract. All parties to the contract shall be governed by all provisions
of the California Labor Code relating to prevailing wage rates; Sections 1770-1781 inclusive.  
If there is a difference between the minimum wage rates determined by the Secretary of Labor and 
the general prevailing wage rates determined by the Director of the California Department of 
Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay 
not less than the higher wage rate.  The City will not accept lower state wage rates not specifically 
included in the federal minimum wage determinations.  This includes “helpers” (or other 
classifications based on hours of experience) or any other classification not appearing in the federal 
 wage determination. Where federal wage determinations do not contain the state wage rate 
determinations otherwise available for use by the Contractor and subcontractors, the Contractor 
and subcontractors shall pay not less than the federal minimum wage rate which most closely 
approximates the duties of the employees in question.

N-6  RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of 
payments due under the Contract Documents from time to time, without retention of any portion 
of the payments by the City, by depositing securities of equivalent value with the City in 
accordance with the provisions of Section 22300 of the Public Contract Code.

N-7  OBTAINING OR INSPECTING CONTRACT DOCUMENTS: (a) Contract 
Documents may be inspected without charge at the Water Quality Department, City of Laguna 
Beach, 505 Forest Avenue, Laguna Beach, CA 92651.  (b) Complete sets of said Contract 
Documents, in digital Adobe Acrobat (.PDF) format, may be obtained by email at no cost.  (c) 
Complete sets of said Contract Documents, in digital Adobe Acrobat (.PDF) format, may be 
purchased for $10.00 and are obtainable from the Water Quality Department, City of Laguna 
Beach, 505 Forest Avenue, Laguna Beach, CA 92651.  No refund will be made of any charges for 
sets of Contract Documents.  (d) An additional fee of $10.00 will be charged for sets of documents 
sent by mail.  (e) Complete sets of said Contract Documents, in digital Adobe Acrobat (.PDF) 
format, may be downloaded from the City’s website at www.lagunabeachcity.net.  To receive 
addenda, prospective bidders must join official plan holders list by either:  1) completing 
online information form, or 2) registering at the office of the Water Quality Department.  
Bids submitted without all addenda signed and attached will be considered non-responsive.

N-8  REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: 
No contractor or subcontractor may be listed on a bid proposal for a public works project 
(submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations 
pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid 
purposes only under Labor Code section 1771.1(a)].  No contractor or subcontractor may be 
awarded a contract for public work on a public works project (awarded on or after April 1, 2015) 
unless registered with the Department of Industrial Relations pursuant to Labor Code section 
1725.5.  This project is subject to compliance monitoring and enforcement by the Department of 
Industrial Relations.

N-9  ESTIMATE OF PROBABLE COST: The estimate of probable cost, for the five-year 
program, is $450,000.
CITY OF LAGUNA BEACH
INSTRUCTIONS TO BIDDERS
FOR
CCTV INSPECTION AND REPORTING OF SANITARY SEWER SYSTEM

1 BID SECURITY: Each bid shall be accompanied by a certified or cashier’s check or Bid Bond in the amount of 10 percent of the total bid price, payable to the City of Laguna Beach. For any required bonds, the company issuing Bid Bonds, Labor and Material Bonds, and Faithful Performance Bonds must be an insurance company or surety company duly authorized to issue such bonds in the State of California. The City shall not accept a surety provided by a surplus line broker; nor shall the City allow a Contractor to substitute a bid surety after the bids are open.

2 PRE-BID CONFERENCE: There will not be a pre-bid conference for this project.

3 ADDRESS AND MARKING OF BIDS: The envelope enclosing the Bid shall be sealed and addressed to the City of Laguna Beach, and shall be delivered or mailed to Hannah Johnson, Project Manager, at City Hall, 505 Forest Avenue, Laguna Beach, CA 92651. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder, and shall bear the words “Bid for the CCTV INSPECTION OF SANITARY SEWER SYSTEM,” followed by the date and hour of opening Bids. The certified or cashier’s check or Bid Bond shall be enclosed in the same envelope with the sealed bid.

4 CONTENTS OF BIDS: All bid submittal documents (pages B-1 to B-16) of the contract documents must be completed, executed and returned in the sealed bid. These documents shall be affixed with the signatures and titles of the persons signing on behalf of the bidder. For corporations, the signatures of the President or Vice President and Secretary or Assistant Secretary are required, and the Corporate Seal shall be affixed to all documents requiring signatures. In the case of a partnership, the signature of at least one general partner is required.

5 PROJECT REPRESENTATIVE: All communications relative to this project shall be directed to Hannah Johnson, Project Manager, of the City of Laguna Beach, CA, prior to opening bids. All questions relating to interpretation of the Contract Documents or products must be submitted in writing by April 6, 2016, and responses will be in the form of Addenda to the Notice Inviting Bids issued by April 11, 2016.

6 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONSIDERATION: The City of Laguna Beach hereby affirmatively ensures that disadvantaged business enterprises will be afforded opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex or religion in any consideration leading to the award of contract.
7  **JOINT VENTURES:** In the case of joint ventures, each person comprising the joint venture shall have a Contractor’s license at the time of award (Business and Professions Code Section 7028.15(c). However, the joint venture itself must have a “joint venture license” not later than the time of the award of bid (Business and Professions Code Section 7029.1).

8  **PAYMENT BOND:** The Contractor will be required to post a payment bond guaranteeing the payment to subcontractors and other persons furnishing labor, materials and/or equipment with respect to the project in an amount equal to one hundred percent (100%) of the estimated Contract price.

9  **BUDGETARY LIMITATION:** The Contractor shall be aware that the City Council has programmed $450,000 over the five-year program. The annual work will be awarded contingent on the City Council’s annual approval of the Capital Improvement Program.
SECTION B - BID SUBMITTAL DOCUMENTS
CITY OF LAGUNA BEACH

WATER QUALITY DEPARTMENT

BID SUBMITTAL DOCUMENTS

FOR

CCTV INSPECTION OF SANITARY SEWER SYSTEM

SUBMITTED BY:

__________________________________________
CONTRACTOR

__________________________________________
STREET ADDRESS

__________________________________________
CITY        ZIP

(____) __________________________
TELEPHONE

(____) __________________________
FAX NUMBER
<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
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</thead>
<tbody>
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<td>B. Bid Submittal Documents</td>
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<td>B-13</td>
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<tr>
<td>Bidder’s List</td>
<td>B-14</td>
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</tbody>
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BID FORM AND PROPOSAL
TO
THE CITY OF LAGUNA BEACH
FOR
CCTV INSPECTION OF SANITARY SEWER SYSTEM

Name of Bidder: ________________________________
Business Address: ________________________________
in the City of ________________________, State of ________________________,
County of ________________________, Telephone No. (______) ________

TO THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH:

Pursuant to and in compliance with your notice inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, having familiarized itself with the terms of the contract documents, local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including all Addenda, on file in the Water Quality Department of the City for prices hereinafter set forth.

Final determination of contract award will be made by the City Council after bids are received.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will execute a contract with the City in the form set forth in the contract documents, and that bidder will accept in full payment thereof the following prices, to wit:
### BID SHEET
**FOR**
**CCTV INSPECTION OF SANITARY SEWER SYSTEM**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description and Bid Unit Price</th>
<th>Estimated Quantity</th>
<th>Extended Amount</th>
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<tbody>
<tr>
<td><strong>ZONE 1</strong></td>
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<tr>
<td>1</td>
<td>Mobilization / Demobilization (not to exceed 5% of total Zone 1 cost)</td>
<td>1 LS</td>
<td>$________</td>
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<td></td>
<td>Unit Price in Figures: $____________________________</td>
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<tr>
<td>2</td>
<td>Site Management and Traffic Control</td>
<td>1 LS</td>
<td>$________</td>
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<td>Unit Price in Figures: $____________________________</td>
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<td>Unit Price in Words: ______________________________</td>
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<tr>
<td>3</td>
<td>Cleaning of Existing Sewers and Manholes before CCTV Inspection</td>
<td>1 LS</td>
<td>$________</td>
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<td></td>
<td>Unit Price in Figures: $____________________________</td>
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<td>Unit Price in Words: ______________________________</td>
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<tr>
<td>4</td>
<td>CCTV Inspection and Preparing Summary Report</td>
<td>105,990 LF</td>
<td>$________</td>
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<td><strong>TOTAL ZONE 1</strong></td>
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<td><strong>ZONE 2</strong></td>
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<td>1</td>
<td>Mobilization / Demobilization (not to exceed 5% of total Zone 2 cost)</td>
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<td>2</td>
<td>Site Management and Traffic Control</td>
<td>1 LS</td>
<td>$________</td>
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<td>Unit Price in Figures: $____________________________</td>
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<td>Unit Price in Words: ______________________________</td>
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<tr>
<td>3</td>
<td>Cleaning of Existing Sewers and Manholes before CCTV Inspection</td>
<td>1 LS</td>
<td>$________</td>
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<td>Unit Price in Figures: $____________________________</td>
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# BID SHEET
FOR
CCTV INSPECTION OF SANITARY SEWER SYSTEM

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description and Bid Unit Price</th>
<th>Estimated Quantity</th>
<th>Extended Amount</th>
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<tbody>
<tr>
<td>4</td>
<td>CCTV Inspection and Preparing Summary Report</td>
<td>48,988 LF</td>
<td>$__________</td>
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<td>Unit Price in Words: ______________________________</td>
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<td>TOTAL ZONE 2 $__________</td>
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## ZONE 3

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<td>1 LS</td>
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<tr>
<td>2</td>
<td>Site Management and Traffic Control</td>
<td>1 LS</td>
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<td>3</td>
<td>Cleaning of Existing Sewers and Manholes before CCTV Inspection</td>
<td>1 LS</td>
<td>$__________</td>
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<tr>
<td>4</td>
<td>CCTV Inspection and Preparing Summary Report</td>
<td>107,019 LF</td>
<td>$__________</td>
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## ZONE 4

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<td>2</td>
<td>Site Management and Traffic Control</td>
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<td>$__________</td>
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<td>Unit Price in Figures: $____________________________</td>
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# BID SHEET FOR CCTV INSPECTION OF SANITARY SEWER SYSTEM

<table>
<thead>
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<th>Description and Bid Unit Price</th>
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<tr>
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<td>Cleaning of Existing Sewers and Manholes before CCTV Inspection</td>
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<td>Unit Price in Figures: $__________</td>
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<td>4</td>
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**TOTAL ZONE 4** $________

## ZONE 5

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<tr>
<td>2</td>
<td>Site Management and Traffic Control</td>
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**TOTAL ZONE 5** $________

Total Bid Amount in Figures (Zones 1 through 5): $________________________

Total Bid Amount in Words (Zones 1 through 5): ______________________________
All bids are to be computed on the basis of the given estimated quantities of work, as indicated in this proposal, multiplied by the unit price as submitted by the bidder. In case of a discrepancy between words and figures, the words shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated. The corrected, extended amounts shall be added to determine the corrected total bid amount. The bids will be compared on the basis of the corrected amounts.

The estimated quantities of work indicated in this proposal are approximate only, being given solely as a basis for comparison of bids. The undersigned has carefully checked all of the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned agrees that, if Bidder fails to deliver the executed contract and required bonds to the City within ten (10) working days from the date of mailing of a notice to Bidder, by and from the City, that the contract is ready for execution, then the proceeds of check or bond accompanying the bid shall become the property of the City of Laguna Beach.

Accompanying this proposal is (Circle One):  (1. Cash  2. Certified Check  3. Cashier’s Check  4. Bond). The amount of the (cash, certified check, cashier’s check or bond) shall be 10% of the amount bid for the more expensive bid alternative.

The undersigned is 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 agrees to comply with such provisions before commencing the performance of the work of this contract.

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<th>Date</th>
<th>Authorized Signature</th>
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List below names of President, Secretary, Treasurer and Manager if a corporation, and names of all co-partners if a co-partnership:
CERTIFICATION OF CONTRACTOR'S LICENSE

The undersigned is licensed in accordance with the Statutes of the State of California, providing for registration of contractors. In accordance with California Public Resources Code, Section 7059 (b), the City requires that the Bidder be licensed by the State of California in one of the following disciplines:

Class “A” General Engineering Contractor

LICENSE NUMBER: ________________________________

LICENSE EXPIRATION DATE: _______________________

LICENSE CLASSIFICATION(S): _______________________

TYPE OF ORGANIZATION: _________________________

I CERTIFY THAT ALL INFORMATION AND REPRESENTATIONS CONTAINED IN THIS BID FORM ARE CORRECT, AND THIS STATEMENT IS MADE UNDER PENALTY OF PERJURY.

AUTHORIZED SIGNATURE: _______________________

PRINT NAME: _______________________

TITLE: _______________________

for

CONTRACTOR: _______________________

ADDRESS: _______________________

TELEPHONE NUMBER: _______________________

DATE: _______________________

B-6
COMPLIANCE WITH CIVIL RIGHTS ACT
AND
AFFIRMATIVE ACTION REQUIREMENTS

1) During the performance of the construction contract, contractor shall agree to and
be bound by the following:

a) Equal Employment Opportunity

In connection with the execution of the contract, contractor shall not
discriminate against any employee or applicant for employment because of
race, religion, color, gender, age, marital status, sexual orientation, AIDS or
AIDS-related symptoms (including HIV positive findings), or national
origin. Actions encompassed by this prohibition shall include, but not be
limited to, the following: employment, upgrading, demotion or transfer;
recruitment, or recruitment advertising; layoff or termination; rate of pay,
or other forms of compensation; and selection for training, including
apprenticeship.

b) Sanctions for Noncompliance

In the event of the contractor's noncompliance with the non-discrimination
provisions of the contract, City shall impose such contract sanctions as City
may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to contractor under the
contract until contractor complies, and/or

(2) Cancellation, termination, or suspension of the
contract, in whole or in part.
DESIGNATION OF SUBCONTRACTORS

Bidder certifies that the table below contains the names of any and all subcontractors who’s individual sub-bids exceed one-half of 1 percent of the total bid amount, or $10,000, whichever is greater, and who’s sub-bids were used in making up Bidder’s bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of the specifications. No change may be made to the listed subcontractors, except upon prior approval of the Director.

<table>
<thead>
<tr>
<th>Item Of Work</th>
<th>Subcontractor Name, Classification, &amp; Contractor’s License Number</th>
<th>% Of Work</th>
<th>Address</th>
<th>Phone</th>
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Total Percentage

Note: Do not list alternative subcontractors for the same work

Bidder's Name

By:
Authorized Signature

Title

Date
BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS,

that we, ____________________________________________, as Principal,

and ____________________________________________, as Surety, are

held and firmly bound unto the City of Laguna Beach, California,

in the sum of _______________________________ dollars ($__________), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, if the proposal of the above bounden principal for the CCTV INSPECTION OF SANITARY SEWER SYSTEM, the City of Laguna Beach, is accepted by the City Council of said City, and if the above bounded principal shall duly enter into and execute a contract for such construction, and shall execute and deliver the two (2) bonds described in the "Notice Inviting Bids" within ten (10) working days from the date of the mailing of a notice to the above bounden principal, by and from said City of Laguna Beach, that said contract is ready for execution, then this obligation shall become null and void; otherwise it be and remain in full force and effect, and the amount specified herein shall be forfeited to said City.

In the event that any principal above named executed this bond as an individual, it is agreed that the death of any such principal shall not exonerate the surety from its obligations under this bond.

IN WITNESS WHEREOF, we hereunto set our hands and seal this _____ day of_______

__________, 20__.

Corporate Seal (If Corporation)

Principal

By: ____________________________

Surety

By: ____________________________

(Attach acknowledgment of
Attorney-in-Fact)
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

I am the _______________________________ of
______, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

________________________________________
Bidder's Name

By: _______________________________
Authorized Signature

________________________________________
Title

________________________________________
Date

Subscribed and sworn to before me
this _____ day of ____________, 20__.

________________________________________
Notary Public

My commission expires:

________________________________________
STATEMENT OF FINANCIAL RESPONSIBILITY

If requested by City, Bidder agrees to submit a statement of financial responsibility within 48 hours after the bid opening if Bidder is the apparent low bidder. Bidder shall provide such information as may be requested by City to evidence financial solvency of Bidder, and Bidder’s financial ability to pursue and complete the work.

__________________________
Bidder's Name

By: _________________________
Authorized Signature

__________________________
Title

__________________________
Date
ACKNOWLEDGEMENT OF WATER QUALITY REQUIREMENTS

The contractor shall execute the following form, acknowledging the requirements of Title 16, Water Quality Control, of the City of Laguna Beach Municipal Code:

I am aware of the provisions of Title 16 of the City of Laguna Beach Municipal Code, which prohibits any discharge of unauthorized pollutants into the City’s storm drain system, such as waste materials and wastewater generated by construction activities including, but not limited to the following: painting, staining; use of sealants and glues, use of lime; eroded soils, sediment and particulate materials; use of herbicides, pesticides, fertilizers, wood preservatives and solvents; disturbance of asbestos fibers, paint flakes or stucco fragments; application of fuels, oils, lubricants, hydraulic, radiator or battery fluids; construction equipment washing; concrete pouring and cleanup; use of concrete detergents; steam cleaning or sand blasting; use of chemical degreasing or diluting agents; and use of super chlorinated water for potable water line flushing.

During construction, disposal of such materials should occur in a specified and controlled temporary area on site physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state and federal requirements.

Such “discharges” of material other than stormwater are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulation 40 CFR Parts 117 and 302.

ACKNOWLEDGEMENT:

________________________________________
Bidder's Name

By: ______________________________________
Authorized Signature

________________________________________
Title

________________________________________
Date

B-12
**TECHNICAL ABILITY AND EXPERIENCE REFERENCES**

Bidder submits herewith a statement of at least three projects of similar character to that proposed herein which Bidder has performed and successfully completed for public agencies within the last two years. Bidder is advised that additional references may be requested after bid opening.

<table>
<thead>
<tr>
<th>Project Name And Contract Dollar Amount</th>
<th>Year Completed</th>
<th>Agency/Organization</th>
<th>Reference Person And Phone Number</th>
</tr>
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<tbody>
<tr>
<td>1. ___________________________</td>
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<td>Name:__________________ Phone:(__)</td>
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<tr>
<td>2. ___________________________</td>
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<td>Name:__________________ Phone:(__)</td>
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<tr>
<td>3. ___________________________</td>
<td></td>
<td></td>
<td>Name:__________________ Phone:(__)</td>
</tr>
</tbody>
</table>

Bidder's Name

By: __________________________
Authorized Signature

Title

Date
ALL bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. The City of Laguna Beach will use this information to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: _______________________________ Phone:_________________

Address: ________________________________ Fax:___________________

Contact Person: ____________________________ No. of Yrs. In Business:___

Email contact: ____________________________

Is the firm currently certified as DBE under the new regulations (49 CFR Part 26)?

YES ☐ NO ☐

Type of work/services/materials provided by firm:____________________________

What was your firm’s Gross Annual receipts for last year?

____________ Less than $1 Million
____________ Less than $5 Million
____________ Less than $10 Million
____________ Less than $15 Million
____________ More than $15 Million
SECTION C - GENERAL PROVISIONS
GENERAL PROVISIONS

1. STANDARD PLANS AND SPECIFICATIONS. Except as noted herein, or on the project plans, all work shall be performed in accordance with the most recent edition of STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) and STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION - as amended to include any and all supplements and STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS, included necessary standard DETAILS as provided on CALTRANS website for design and engineering.

2. CONTRACTOR'S LICENSES. The contractor shall be licensed in accordance with Chapter 9, Division 3, of the California Business and Profession Code. In accordance with California Public Resources Code, Section 7059 (b), the City requires that the Bidder be licensed in one of the following disciplines:

   Class A, General Engineering

   The Contractor and subcontractors shall also obtain a valid Business License, issued by the City of Laguna Beach, prior to commencing work.

3. BEGINNING AND COMPLETION OF WORK. The contractor shall begin work within ten (10) working days after the date of mailing of the Notice to Proceed, and shall complete the work within five years, with each zone to be completed between the period of September 1 and May 30 of the following year and in coordination with the City of Laguna Beach’s Notice to Proceed. When the Contractor is delinquent on any submittal that is required before the start of work, such as but not limited to, construction schedule, traffic control plan, etc., the Notice to Proceed will be issued with conditions to comply with all the requirements before the start of work. Any such delay in submittals will cause Contractor to lose those days from the specified time of completion after the issuance of Notice to Proceed.

4. LIQUIDATED DAMAGES. Section 6-9 of the Standard Specifications shall be modified to provide for Five Hundred Dollars ($500.00) per working day for liquidated damages.

5. WORKING HOURS. The working hours shall be limited to the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, in accordance with the City of Laguna Beach Municipal Code. The special provisions may include additional limitations.

6. 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 these General Provisions. The City, however, reserves the right to reject any or all such bids, and to waive any informalities or irregularities in the bids. No bidder may withdraw its bid for a period of sixty (60) calendar days after the time set for opening thereof. However, the City will return the proposal guarantees, except any guarantees, which have been forfeited, and except bidder's bonds, to the respective bidders whose bids were not accepted, within ten (10) days after the award of the contract or rejection of all bids.
7. **EXECUTION OF CONTRACT.** The contract shall be signed by the successful bidder and returned to the City, including insurance certificates with endorsements and the contract bonds as specified in Section 2-4 of the Standard Specifications, as amended herein, within ten (10) working days from the date of mailing of an award notice to Bidder, from the City. The form of contract agreement to be executed by the contractor will be supplied by the Water Quality Department of the City. No proposal shall be considered binding upon the City until the execution of the contract by the City.

8. **CONTRACT BONDS.** The bonds shall name as principal the Bidder only. Bonds, which name any additional entity other than the Bidder as principal, may be deemed non-conforming. Bonds shall be of the form attached to Section D and secured from a surety company duly authorized to issue such bonds in the State of California. The Labor and Materials Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion.

9. **INSURANCE:**

   1.1 Insurance. Without limiting CONTRACTOR's indemnification obligations, CONTRACTOR shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees, and/or subcontractors. In the event that CONTRACTOR subcontracts any portion of the work in compliance with this Agreement, the contract between the CONTRACTOR and such sub-CONTRACTOR shall require the subcontractor to maintain the same policies of insurance that the CONTRACTOR is required to maintain pursuant to this Agreement. If the existing policies do not meet the Insurance Requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the policies to do so.

   1.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

   (1) General Liability Insurance. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of CONTRACTOR's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage, then the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, then the aggregate shall be double the each occurrence limit.

   (2) Automobile Liability Insurance. Automobile Liability Insurance with a limit of liability of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage, then the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
Workers’ Compensation Insurance. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than $1,000,000 each accident for bodily injury and $1,000,000 each employee for bodily injury by disease. Said insurance shall cover all employees of the CONTRACTOR providing any service in the performance of this agreement. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless CONTRACTOR’s insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Workers’ Compensation is not required for sole proprietors or a partnership with no employees. However, the CONTRACTOR must complete a “Workers’ Compensation Declaration.” This form may be obtained from CITY staff.

Professional Liability Insurance. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

Evidence of Insurance. The CONTRACTOR, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the CITY. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the CITY. If such coverage is cancelled or reduced, CONTRACTOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Original, signed insurance certificates and endorsements must be sent via email from CONTRACTOR's insurance broker/agent to the CITY.

The CITY project title or description MUST be included in the "Description of Operations" box on the certificate. “Certificate Holder: City of Laguna Beach, California”

Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CITY for approval.

1.2.1 The insurance coverage required by Section 1.1.1(1) Commercial General Liability shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The CITY, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract.
Additional Insured Endorsements shall not: (1) Exclude “Contractual Liability”; (2) Restrict coverage to the “Sole” liability of the CONTRACTOR; (3) Exclude “Third-Party-Over-Actions”; and (4) Contain any other exclusions contrary to the Contract.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

1.2.2 The policy or policies of insurance required by Section 1.1.1(3) Workers’ Compensation shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

1.2.3 Any deductible in excess of $50,000 and/or Self-Insured Retentions must be approved in writing by the CITY.

1.2.4 Acceptable Insurance. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the CITY.

1.2.5 Insurance of Subcontractor. CONTRACTOR shall be responsible for causing subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the CITY as an additional insured to the subcontractor’s policies.

1.3 Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CITY; except ten (10) days shall be allowed for non-payment of premium.

1.4 Other Insurance. Such other policies of insurance as may be required in the Special Provisions attached hereto.

1.5 Contractual Liability. The coverage provided shall apply to the obligations assumed by CONTRACTOR under the indemnity provisions of this contract.

1.6 Claims Made Policies “aka: Tail Coverage.” If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall
coincide or precede the effective date of the initial Agreement with the CITY and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Agreement. Upon expiration or termination of coverage of required insurance, CONTRACTOR shall procure and submit to CITY evidence of “tail” coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

1.7 Waiver of Subrogation. Required insurance coverages shall not prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision.

1.8 Failure to Maintain Coverage. CONTRACTOR agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the CITY. The CITY shall have the right to withhold any payment due CONTRACTOR until CONTRACTOR has fully complied with the insurance provisions of this Agreement.

In the event that CONTRACTOR’s operations are suspended for failure to maintain required insurance coverage, CONTRACTOR shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

10. GUARANTEE. The contractor and its supplier shall guarantee for a period of two (2) years after recordation of the Notice of Completion, all materials and all workmanship against any defects whatsoever. Any such defects shall be repaired at the contractor's expense. See Special Provisions for additional warranties on some items.

11. WATER. The contractor shall make its own provisions for obtaining and applying water necessary to perform its own work. The water supply to the area is provided by the Laguna Beach County Water District (949) 494-1041, or the South Coast Water District (949) 499-4555.

12. AS-BUILT PLANS AND SPECIFICATIONS. Contractor shall maintain a control set of Plans and Specifications on the project site at all times. Contractor shall update the control set at the end of each working day, as directed by the Director. The control set of plans shall be delivered to the City upon completion of the work.

13. SHOP DRAWINGS. Contractor shall maintain and furnish complete assembly, layout and setting drawings for each item of material to be fabricated or manufactured to specifically fit or otherwise meet the requirements of these General Provisions, Project Plans and Special Provisions. Shop drawings shall be in accordance with Section 2-5.3 of the Standard Specifications.

14. RECYCLED MATERIALS. Contractor is required to salvage, recycle and dispose of all construction waste and shall properly document in writing to the City the amounts and types of all construction waste salvaged, recycled and disposed, all in compliance with Public Contract Code, Chapter 4, Section 12169 and Section 12213.
Contractor shall coordinate the removal from the site of all structures, foundations, paving, vegetation and any associated debris from the site to a legal refuse disposal site other than landfill. Those materials that can be salvaged, reused or recycled may be retained or sold by the Contractor. All remaining materials for disposal must be taken to Sunset Environmental material recovery facility (MRF) at 16122 Construction Circle West in Irvine for recycling and diversion of waste from a landfill. The Contractor shall be responsible for all processing and disposal fees. The Contractor is required to submit a report to the Director detailing the types and weights (in tons) of waste generated at the site, type and quantity salvaged reused or recycled by the Contractor, and the quantity hauled to MRF. An acceptable report form is the California Department of Transportation Sample Form A-1.19, which can be accessed via the Internet at:


This report is required prior to final payment for all work performed in accordance with this contract. To ensure proper disposal of materials, proof in the form of tickets or receipts shall be submitted to the Director within 24 hours of any materials being hauled off the project site.

Payment for disposal of construction debris shall be considered included in the contract unit prices paid for other items of work and shall be considered incidental for accomplishing this work, as specified herein, and no additional compensation will be allowed therefore.

15. **EXTRA WORK – BASIS FOR ESTABLISHING COSTS – TOOL & EQUIPMENT RENTAL.** In Section 3-3.2.2(c) of the Standard Specifications, delete the second paragraph and replace with the following: rates to be used in determining equipment rental costs shall not exceed those listed in the current edition of Caltrans’ Labor Surcharge & Equipment Rental Rates, available on the Internet at http://www.dot.ca.gov/hq/construc/equipment.html. Standby rates shall apply for complete working days that equipment is idle. The reasonable allowance for overhead and profit, including home office overhead, shall be 15% for equipment, materials and other items and expenditures. If the equipment is not listed, the rate allowed shall be that calculated for a comparable item.

16. **EXTRA WORK – BASIS FOR ESTABLISHING COSTS – LABOR.** In Section 3-3.2.2(a), add the following: Labor surcharge shall not exceed current rates posted in the Caltrans Labor Surcharge and Equipment Rental Rates document. The reasonable allowance for overhead and profit, including home office overhead, shall be 20% for all labor expenditures.

17. **EXTRA WORK – MARKUP – WORK BY SUBCONTRACTOR.** In Section 3-3.2.3(b) of the Standard Specifications, add the following: Contractor’s reasonable allowance for overhead and profit, including home office overhead, shall be 10% of the first $5,000 of the subcontracted work, and 5% of the subcontracted work in excess of $5,000. The cost of all subcontracted extra work shall be combined for the purpose of determining the Contractor’s allowance for overhead and profit, except that costs for each subcontractor engaged solely to perform extra work shall be considered separately from all other subcontracted extra work.
18. **INDEMNIFICATION:** To the full extent allowed by law, CONTRACTOR shall indemnify, defend with counsel acceptable to the CITY, and hold harmless the CITY and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with CONTRACTOR's performance of the services provided under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the CITY.

CONTRACTOR's obligation to defend and indemnify shall not be excused because of CONTRACTOR's inability to evaluate liability or because CONTRACTOR evaluates liability and determines that CONSULTANT is not liable to the claimant. CONTRACTOR must respond within 30 days to the tender of any claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If CONTRACTOR fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due CONTRACTOR under and by virtue of this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until disposition has been made of the claim or suit for damages, or until CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against CONTRACTOR, CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, such duties of CONTRACTOR to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of CONTRACTOR to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

If any term of portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law..

19. **TRENCH EXCAVATION; PLAN FOR PROTECTION FROM CAVING:** In accordance with Section 6705 of the Labor Code, the successful bidder shall submit a detailed plan for approval by the Director, showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches in excess of five feet in depth. If such plan varies from the shoring system standards, than it shall be prepared by a registered civil or structural engineer.
20. **PAYROLL RECORDS:** Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, 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 Contractor in connection with the work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Each week, the Contractor must submit certified payroll records for the prime and all subcontractors working on the job, to the Director. Progress payments will be withheld pending receipt of any outstanding records.

21. **CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK:** The Contractor’s proposed construction schedule indicating sequencing, material lead times, and milestones shall be submitted to the City along with their Bid on the date the Bids are due. The schedule shall be supported by written statements from each supplier for materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall be submitted electronically in a Gantt Chart or Calendar format, and shall include daily activities for each bid item, as approved by the Director.

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

Contractor shall submit periodic progress reports to the Director by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports. Invoices shall be signed by the Contractor and shall include the 10% reduction for retention. A separate spreadsheet shall be attached to each invoice that lists each bid item, unit price and bid cost, as well as quantities and costs for current work, work previously completed and work completed to date.

22. **IRREGULAR PROPOSALS:** Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed Proposal Forms shall be without interlineations, alteration, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

23. **PROJECT SITE MAINTENANCE - CLEANUP AND DUST CONTROL:** In Section 7-8.1 of the Standard Specifications, add the following: This work shall consist of furnishing and applying water as required and as may be directed by the Director to control dust which is the result of Contractor’s operations. Also, this work shall consist of sweeping dirt and dust from streets and/or sidewalks adjacent to the project if said dirt and/or dust is a result of Contractor’s operations. Contractor shall clean adjacent streets by power brooming any excavated or removed material, which may have been spilled, tracked or blown onto adjacent streets or areas. Payment for cleanup and dust control shall be considered included in the contract unit prices paid for other items of work and shall be considered incidental.
for accomplishing this work, as specified herein, and no additional compensation will be allowed therefore.

24. **PROJECT SITE MAINTENANCE – WATER POLLUTION CONTROL:** In Section 7-8.6 of the Standard Specifications, add the following: “Water Pollution” shall mean an alteration of the quality of waters by fuels, oils, and other harmful materials, to a degree which adversely affects such waters for beneficial uses, or facilities which serve such beneficial uses. “Beneficial uses” shall include, but not necessarily be limited to, domestic, municipal, agricultural and industrial supply power generation, recreation, aesthetics enjoyment, navigation, and preservation and enhancement of fish, wildlife and other aquatic resources or preserves.

Where required, permits for erosion and water pollution control shall be obtained from the appropriate jurisdictional agency before the start of construction. Such features as drainage, gutters, slope protection blankets and retention basins shall be constructed concurrently with other work and at the earliest practicable time. Care shall be exercised to preserve vegetation beyond the limits of construction.

Contractor shall also conform to the following provisions with respect to water pollution control:

1) Oily or greasy substances originating from the Contractor’s operations shall not be allowed to enter the ground water or be placed where they will later enter a live stream, channel, drain, or other water conveyance facility.

2) Fresh portland cement or fresh portland cement concrete shall not be allowed to enter the flowing water in streams, channels or storm drains.

3) After the completion of the Work, the Work site shall be cleared of debris and restored to a condition equal to or better than that existing prior to construction.

Should Contractor violate any of the provisions of the subsection, or if pollution occurs in the work area for any reason, Contractor shall immediately notify the Director, and shall, within 5 calendar days, submit written confirmation describing the incident and corrective actions which have been taken. If pollution, for whatever reason, is detected by the Director prior to notification by Contractor, the required written confirmation shall also include any explanation of why Contractor had not notified the Director.

City may institute any further corrective actions as deemed necessary for abatement of water pollution if Contractor has violated any of the above noted provisions. Contractor shall be responsible for all costs incurred in the corrective actions. Failure to comply with the requirements of this Section may result in the suspension of work per Section 6-3 of the Standard Specifications. Payment for water pollution control shall be considered included in the contract unit prices paid for other items of work and shall be considered incidental for accomplishing this work, as specified herein, and no additional compensation will be allowed therefore.

Prior to the start of any work, Contractor shall execute an Acknowledgement of Water Quality Requirements, for the project, on City’s standard form as provided in Section D. This form certifies that Contractor will abide by all local, state and federal requirements.
25. **REGULATORY FINES:** The following shall be added to Section 5-2 of the Standard Specifications: Contractor shall be responsible for any damages the City may incur as a result of any sewage spills or illicit discharges to City’s storm drain system or any receiving waters, resulting from Contractor’s operations, including any associated regulatory fines.

26. **UNFAIR BUSINESS CLAIMS:** In entering into this Contract, Contractor or subcontractor to supply goods, services or materials pursuant to this Contract offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the Contract or subcontracts. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

27. **USA & SURVEY MARKING REMOVALS:** Contractor shall use chalk-based paint to mark the limits of work. Prior to final acceptance of work, Contractor shall remove Underground Service Alert (USA) and survey markings placed in relation to the project from all surfaces, to the satisfaction of the Director, at no additional cost to City. These removals include all markings left by all public and private utility agencies related to the scope of work, including but not limited to local water, sewer, gas, electric, cable and phone utilities. All paint on asphalt shall be covered with black paint, using a fogging method. All paint on concrete shall be removed using a pressure washer. All runoff from that operation shall be contained and removed in a manner acceptable to the Director.

28. **PROJECT INFORMATION SIGNAGE:** Contractor shall furnish and install, at no cost to the City, a sufficient number of project information signs per Orange County Public Works Standard No. 1418, these specifications, and as approved by the Director. Sign size shall be 48”x48” and the sign color shall be blue with white text. Sign messages shall include the following information: “City of Laguna Beach”, CCTV INSPECTION OF SANITARY SEWER SYSTEM, dates of construction, and an information phone number. A mockup sign shall be approved by the Director prior to sign fabrication. Signs shall be placed 14 days prior to construction.
SECTION D – SAMPLE CONTRACT, BONDS AND CERTIFICATE OF INSURANCE
SAMPLE CONSTRUCTION CONTRACT

FOR

CCTV INSPECTION AND REPORTING OF SANITARY SEWER SYSTEM

CITY OF LAGUNA BEACH

THIS AGREEMENT, made and entered into this ______ day of _____________, 20__, by and between CITY OF LAGUNA BEACH, a municipal corporation of the State of California, hereinafter referred to as "CITY" and ____________________________, Contractor's License No. ____________, hereinafter referred to as "CONTRACTOR,"

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter stated, mutually agree as follows:

1. The complete Agreement includes all of the contract documents, which are incorporated herein by this reference, to wit: Notice Inviting Bids, Instructions to Bidders, Bid Form and Proposal to the City of Laguna Beach, Standard Provisions, General Provisions, Special Provisions, Drawings, Plans, Performance Bond, Labor and Material Bond, Certificate of Insurance, this Agreement and all modifications and amendments thereto. The Agreement documents are complementary, and that which is required by one shall be as binding as if required by all. In the event of any discrepancy among Agreement documents, precedence shall be determined as specified in Section 2-5.2 of the Standard Specifications for Public Works Construction.

2. In the performance of the services under the Agreement, CONTRACTOR shall be, and is, an independent contractor, and is not an agent or employee of the CITY. The CITY shall not in any way or for any purpose become, or be deemed to be, a partner of CONTRACTOR in its business or otherwise, or a joint venture, or a member of any joint enterprise with CONTRACTOR. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the CITY. The CONTRACTOR has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of required services. CONTRACTOR shall be solely responsible and hold the CITY harmless for all matters relating to the payment of CONTRACTOR’s employees, including compliance with Social Security, withholding and all other regulations governing such matters. Neither CONTRACTOR nor any of CONTRACTOR’s employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement or other fringe benefits from the CITY; and neither the CITY nor any of its employees shall be paid by the CITY at the rate of time and one-half for working in excess of forty hours in any one week or more than eight hours in any one day. Neither CONTRACTOR nor any of CONTRACTOR’s employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
3. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvements: CCTV INSPECTION AND REPORTING OF SANITARY SEWER SYSTEM, all in accordance with bidder’s proposal dated ____________ and the Agreement documents.

4. CONTRACTOR agrees to perform all the said work and furnish all the said materials at its own cost and expense, such as are set forth in the specifications to be furnished by the CITY, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City Engineer of the CITY, the work hereinafter set forth in accordance with the plans and the specifications therefor adopted by the CITY and as prepared by the following:

In compliance with Public Contracts Code, Chapter 4, Section 12169 and Section 12213, CITY requires the CONTRACTOR to provide, prior to final payment by CITY, a certification in writing of the minimum, or the exact, percentage of recycled content in the products used in the performance of the work of improvement.

5. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this work of improvement above agreed to be performed, the stipulated sum of ________________Dollars ($______________).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the specifications and other Agreement documents.

CONTRACTOR acknowledges and agrees that if this Agreement involves a project specified in Section 9203 of the California Public Contract Code with a Contract price that exceeds five thousand dollars ($5,000), City will withhold five percent (5%) of the Contract price until the Notice of Completion is issued and recorded.

6. CONTRACTOR agrees to commence construction of the work provided for herein within ten (10) working days after the date of Notice to Proceed, and to continue in a diligent and workmanlike manner without interruption, and to complete the construction thereof within five years, with each zone to be completed between the period of September 1 and the following May 30 of each fiscal year and in coordination with the City of Laguna Beach’s Notice to Proceed.

7. Time is of the essence of this Agreement, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage, which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an
existing utility required for the performance of this Agreement so long as such failure is not caused by CONTRACTOR’S breach of its obligations hereunder.

CONTRACTOR agrees to complete the work before the Summer of 2016 (May 31, 2016). Should the CONTRACTOR fail to complete the work before anticipated completion date, CONTRACTOR will be responsible for demobilizing, securing the project site, providing all necessary/temporary delineation and equipment, and returning after Labor Day of 2016 to complete the remainder of the work. All expenses incurred for demobilization and re-mobilization will be the CONTRACTOR’s responsibility.

8. CONTRACTOR shall pay, and will require all of its subcontractors to pay, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the Public Works office. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8.

9. CONTRACTOR will forfeit to the CITY, as a penalty, Two Hundred Dollars ($200) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

10. In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work and not more than forty (40) hours constitute any one calendar week, and the CONTRACTOR will not require more than eight (8) hours of labor in a day or more than forty (40) hours of labor in a week from any person employed by CONTRACTOR hereunder, except as provided in the Labor Code of the State of California. CONTRACTOR will conform to Article 3, Chapter 1, Part 7 (Sections 1810, et. seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR will forfeit to the CITY as a penalty the sum of Two Hundred Dollars ($200) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day or calendar week during which any worker is required or permitted to labor more than eight (8) and forty (40) hours, respectively, in violation of said article.

11. CONTRACTOR, by executing this Agreement, hereby certifies: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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 AGREEMENT."

CONTRACTOR further agrees to require all subcontractors to carry Workers’ Compensation Insurance as required by the Labor Code of the State of California.

12. CONTRACTOR will, prior to the execution of this Agreement, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Agreement shall not become effective until such bonds are supplied to and approved by the CITY.
13. If any action or arbitration is filed by either party to enforce or determine rights under this Agreement or any other Agreement document, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other relief stated by the Court or arbitrator.

14. CONTRACTOR certifies that each and every one of its employees, and every employee of its subcontractors, is not “ineligible” as the term is defined in Labor Code section 1777.1.

15. In entering into this Agreement, the Contractor or subcontractor to supply goods, services or materials pursuant to this Agreement offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the Contract or subcontracts. This assignment shall be made and become effective at the time CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

16. CONTRACTOR acknowledges and agrees that if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, then the provisions of Labor Code Section 1777.5 govern this Agreement. It shall be CONTRACTOR’S responsibility to become fully acquainted and ensure compliance with Labor Code Section 1777.5 for all apprenticable occupations.

17. CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, it has fully complied with the earnings assignment order of all employees and has provided the names of all new employees to the New Hire Registry maintained by the Employment Development Department.
IN WITNESS WHEREOF, the said Contractor, the City Manager and City Clerk of the City have executed this AGREEMENT pursuant to the City Council action of the day and year first above written.

Signature: ____________________________________________

Name: ______________________________________________

Title _______________________________________________

Company: ___________________________________________

CITY OF LAGUNA BEACH
A Municipal Corporation

_______________________________________________
(Corporate Seal)

John Pietig, City Manager

CORPORATE CERTIFICATE

I, ________________________________, certify that I am the ________________

___________ of the corporation named as CONTRACTOR in the foregoing Agreement; that

__________________________, who signed said Contract on behalf of the CONTRACTOR was then the ________________ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_______________________________________________

(Corporate Seal)
SAMPLE FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the City Council of the CITY OF LAGUNA BEACH, has awarded to ________________________________, hereinafter designated as "Principal," an Agreement for CCTV INSPECTION OF SANITARY SEWER SYSTEM, in the City of Laguna Beach, in accordance with the plans and specifications and other contract documents therefor; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement;

NOW, THEREFORE, we, the Principal, and ________________________________, organized and doing business under and by virtue of the laws of the State of _________________, and licensed to transact surety business in the State of California, as Surety, are held and firmly bound unto the CITY OF LAGUNA BEACH, hereinafter called the "Obligee," in the penal sum of ____________________________ Dollars ($ ____________), lawful money of the United State of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounden Principal, its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said Agreement, and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents, as therein stipulated, this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue. And, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does thereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work or to the specifications, and said Surety agrees that in case the CITY must call on this bond, Surety will pay CITY reasonable attorneys' fees and administrative costs incurred by the CITY related to the termination of the CONTRACTOR and securing the CITY’S rights hereunder.
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the __________ day of ________________, 20___.

______________________________

By ____________________________

______________________________

(Title)

ADDRESS & TELEPHONE NUMBER OF LOCAL BOND COMPANY REPRESENTATIVE:

______________________________

(Address - Local Representative)

______________________________

(Tel. Number - Local Representative)

______________________________

PRINCIPAL

______________________________

By ____________________________

______________________________

Attorney-in-Fact
SAMPLE LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the City Council of the CITY OF LAGUNA BEACH has awarded to _____, hereinafter designated as "Principal," an Agreement for CCTV INSPECTION AND REPORTING OF SANITARY SEWER SYSTEM, in the City of Laguna Beach, in accordance with the plans and specifications, and other contract documents therefor; and

WHEREAS, said Principal is required to furnish a bond in connection with said Agreement providing that if said Principal or any of its subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we, the Principal, and ____________________________, organized and doing business under and by virtue of the laws of the State of ____________________________, and licensed to transact business in the State of California, as Surety, are held and firmly bound unto the CITY OF LAGUNA BEACH in the penal sum of ____________________________, Dollars ($__________________), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act as required by the provisions of Sections 4200-4208, inclusive, of the Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the Court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 1192.1 of the California Code of Civil Procedure, so as to give a right to action to them or their assigns in any suit brought upon this bond, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work, or to the specifications, and said Surety agrees that in case the CITY must call on this bond, Surety will pay CITY reasonable attorneys' fees and administrative costs.
incurred by the CITY related to the termination of the CONTRACTOR and securing the CITY’S rights hereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _______ day of ________________, 20___.

__________________________________________________________________________

By ________________________________

(Signature)

__________________________________________________________________________

(Surety Seal)

ADDRESS & TELEPHONE NUMBER
OF LOCAL BOND COMPANY REPRESENTATIVE:

__________________________________________________________________________

(Address - Local Representative)

__________________________________________________________________________

(Tel. Number - Local Representative)

__________________________________________________________________________

(PRINCIPAL)

__________________________________________________________________________

(Attach Acknowledgments for Surety and Principal)

By ________________________________

__________________________________________________________________________

(Principal Seal)

(Attorney-in-Fact)
SAMPLE CERTIFICATE OF INSURANCE AND ENDORSEMENT

Description of Contract: [DESCRIPTION]

Type of Insurance: General Liability, Automobile Liability, Excess Liability, Workers’ Compensation

THIS IS TO CERTIFY that the following numbered policies have been issued by the below-stated company in conformance with the limits and requirements as set forth in the General Provisions (Section "C").

NOTE: CONTRACTOR MUST PROVIDE WRITTEN CONFIRMATION NAMING THE CITY AS ADDITIONAL INSURED UNDER CONTRACTOR’S INSURANCE POLICIES, AS WELL AS PROVIDING CERTIFICATES ACCEPTABLE TO THE CITY (ACCORD FORM OR SIMILAR) EVIDENCING AMOUNTS OF INSURANCE COVERAGE HELD.

The insurance company is required to give at least thirty (30) days written notice by registered mail to the City of Laguna Beach prior to any material change or cancellation of said policy or policies. Said policies shall remain in force and effect for one year after completion of, and City’s acceptance of the work performed pursuant to the contract.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE DATE</th>
<th>EXPIRATION DATE</th>
<th>AMOUNT</th>
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<tr>
<td>General Liability</td>
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<td>Excess Liability</td>
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</tr>
<tr>
<td>Automobile Liability</td>
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<tr>
<td>Workers’ Compensation</td>
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</tbody>
</table>

Note: If Workers’ Compensation Insurance is provided by a different agency, a form must be provided showing this coverage.

ENDORSEMENT:

As additional insured under these policies, this insurance shall cover and apply to the City of Laguna Beach and its representatives and consultants, and each of its officers, and agents, only while acting in their capacity as such, and only as respects operations of the original named insured, its subcontractors, agents and employees in the performance of the above-referenced Contract; Provided, however, that if the loss or damage is ultimately determined to be the proximate result of the sole negligence of one or more of the aforesaid additional named insured, this insurance shall not apply to said party.
This endorsement shall not operate to increase the Company's total limits of liability hereunder. The insurance company hereby waives its rights of subrogation against the additional named insureds.

__________________________________________  ______________________________
Named Insured                                Insurance Company

__________________________________________  ______________________________
Street Number                                Street Number

__________________________________________  ______________________________
City and State                                City and State

By ________________________________
Authorized Representative

Attach Acknowledgment

ACCORD (OR SIMILAR) FORM AND ANY OTHER FORM EVIDENCING REQUIRED INSURANCE COVERAGE, SUCH AS FOR WORKERS COMPENSATION INSURANCE, MUST ALSO BE ATTACHED, AS INDICATED ABOVE.
SECTION E – TECHNICAL SPECIFICATIONS
I. General Information

The City of Laguna Beach (City) owns and operates a sanitary sewer collection system serving a population of 22,700. The sewer system consists of approximately 86 miles of gravity sewers, 2,674 manholes, 9.44 miles of force mains and 25 lift stations. The sewers range in size from four inches to twenty-seven inches in diameter.

The City is requesting proposals for closed circuit television (CCTV) inspection of all gravity sewer mainlines and manholes over the next five years. The sanitary sewer system has been divided into five (5) zones. Each year, one of the five zones is to be CCTV inspected covering all 86 miles of gravity pipe in a five-year window. Inspections will start in Zone 4 during the first year of the program. Subsequent zone inspections will be determined by the City. The contractor shall begin work within ten (10) working days after the date of mailing of the Notice to Proceed, and shall complete the work within five years, with each zone to be completed between the period of September 1 and May 30 of the following year and in coordination with the City of Laguna Beach’s Notice to Proceed.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Feet</th>
<th>Miles</th>
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<tbody>
<tr>
<td>1</td>
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<td></td>
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<td>96.1</td>
</tr>
</tbody>
</table>

There may be inherent conditions which require multiple attempts to inspect and/or inspect from both ends of obstructions. Some access locations are in the street while others may be in landscaped or unimproved easements across private properties.

Figure 1 showing the five zones is included at the end of this section.

II. Scope of Services

A. Bid Item No. 1: Mobilization and demobilization which includes moving equipment on site, providing bonds and insurance, preparation of shop drawings and submittals, preparation of Overflow Emergency Response Plan, obtaining all required permits (including Caltrans), site cleanup, and all other appurtenant work as required by the Contract Documents.

B. Bid Item No. 2: Site management including traffic control per Work Area Traffic Control Manual, public notification prior to service interruptions, posting no parking signs, manhole access (if required), confined space entry, and all other appurtenant work as required by the Contract Documents.

C. Bid Item No. 3: Clearing of existing sewer pipelines and manholes by hydro-jetting, coordination with City Representative, and re-jetting, if required.
D. **Bid Item No. 4:** Closed-Circuit Television (CCTV) Inspection of sanitary sewer pipe, lateral connections, maintenance holes and manholes to obtain quality videos and inspection reports suitable to City.

Prepare Risk and Condition Assessment Summary Report of each sewer reach and manhole (Rating of 1 to 5) in accordance with National Association of Sewer Service Company (NASSCO) guidelines and regulations. City will use CCTV info and Summary Report to develop capital improvement projects for sewer replacement and rehabilitation.

Coordinate and facilitate the transfer and integration of collected data with the City’s GIS vendor (Lucity). Lucity contact is Allison Tuttle (email: atuttle@lucity.com / phone (800) 492-2468 ext. 5824). The data shall be sent to Lucity in PACP Exchange “.mdb” database file format.

**III. System Description**

A. Inspection of sewer mainlines, including defect coding using CCTV per NASSCO Pipeline Assessment and Certification Program (PACP) requirements, to verify the condition of the pipelines and location of service connections. Inspections must be provided on a CCTV Inspection Summary Report.

B. Inspection of manholes, including defect coding using CCTV supported by visual inspection per NASSCO Manhole Assessment and Certification Program (MACP) requirements, to verify and document the condition of the manholes. Inspections must be provided on a CCTV Inspection Report.

C. Inspection of sewer mainline laterals using CCTV. Contractor to develop rating system in coordination with the City to verify the condition of the lateral connections and determine repair needs.

D. The following definitions shall apply:

1. **CCTV Inspection:** Video inspection by Contractor of existing sanitary sewers, and other items stated, in accordance with NASSCO PACP and MACP requirements, to evaluate lines and determine whether conditions exist, which would require rehabilitation.

2. **CCTV Inspection Report:** A form filled out in NASSCO PACP and MACP format by each CCTV operator for any CCTV inspection effort submitted to City or Representative. Coding, format and data provided must be compatible with the City’s GIS software. Contractor to work with City software vendor to ensure full compatibility and integration.

**IV. Quality Assurance**

A. Use adequate numbers of skilled workmen trained, certified and experienced in necessary trades and crafts and completely familiar with specified requirements and methods for proper performance of Work of this section.

B. Use experienced personnel to operate equipment and to coordinate and set up traffic control.

C. Use experience and trained personnel to operate camera. All personnel performing video inspection must be NASSCO PACP and MACP certified.
D. Acceptance of sewer CCTV Inspection is subject to successful completion of CCTV Inspection Reporting in accordance with NASSCO PACP and MACP requirements and full seamless data upload and integration with the City’s GIS software.

E. Report overflow or spillage of wastewater to City Representative immediately and provide SSO response in accordance with the City’s SSMP. Contractor must be prepared to provide SSO response in accordance with the City’s Sewer System Management Plan (SSMP), and pay all associated fines and penalties, at no additional cost to the City.

F. Contractor must have an Overflow Emergency Response Plan indicating their means and methods for responding to an overflow in the event of a backup into a residence or business.

G. Prior to the CCTV inspection, Contractor shall clear existing sewer pipelines and manholes using high pressure water jetting to the satisfaction of the City Representative. If the resulting CCTV data does not meet the requirements of this specifications, Contractor will be required to re-jet the sewer pipeline and manholes.

H. Contractor to provide traffic control per WATCH Manual and may be required to provide traffic control plans for work within other regulatory agency’s jurisdiction. Some pipelines are in areas with high traffic volumes and within Caltrans right-of-way. Contractor shall provide all work necessary for permit acquisition and lanes closures if required.

   a. Streets within Caltrans right-of-way include Coast Highway and Laguna Canyon Road.

I. Contractor shall post “No Parking” signs when required at least 72 hours in advance of work.

J. Camera shall meet NASSCO PACP and MACP requirements with the following minimum provisions.

   1. Radial-view solid-state color with remote control of rotational lens.

   2. Capable of viewing complete circumference of pipe and manhole structures including cone section or corbel.

   3. Auto-iris type camera lens with remote-controlled manual override.

   4. Operative in 100% humidity.

   5. Remote-controlled lighting intensity adjusted to minimize reflective glare.

   6. Capable of providing in-focus picture of entire pipe periphery including lateral connections for all conditions encountered except submergence.

   7. Televise during optimum low-flow level conditions.

   8. Camera shall be moved through the pipeline in a downstream direction at a uniform rate as required by NASSCO provisions, stopping when necessary to ensure proper documentation of defect coding.

   9. If equipment will not pass the entire pipeline section, Contractor shall reset the equipment at the downstream manhole and attempt to inspect the section from the opposite direction. If camera fails to pass through, Contractor shall notify the City and
inspect the line after obstruction is removed. City shall remove obstruction that Contractor cannot remove using the specified hydro-jetting method.

K. Digital video shall meet NASSCO PACP and MACP requirements with the following minimum provisions.

1. ISO-MPEG Level 1 coding.
2. Clear, focused and stable image free of electrical interference.
3. Resolution of at least 352 pixels x 240 pixels.
4. Encoded frame rate of 29.97 frames per second.
5. Include both audio and color visual information accurately reproducing inspected pipe conditions of interest around entire pipe periphery.
6. Deliver on digital storage media acceptable to City.
7. Provide in format that can be imported into Lucity Database.

L. Contractor shall provide written notification to owners, at least 48 hours in advance, when entering property. Notification shall be reviewed by City prior to distribution.

M. No additional compensation will be granted for pipe sections without direct vehicle access.

V. **Submittals**

A. CCTV Schedule – to be updated at City’s request
B. Overflow Emergency Response Plan
C. Traffic Control Plan (where required)
D. Permits from Outside Agencies (where required)
E. NASSCO Certification
F. Furnish the following additional submittals related to Work.

<table>
<thead>
<tr>
<th>SUBMITTAL</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Overflow Emergency Response Plan</td>
<td>Submit plan for procedures in the event of sewer overflow. Contractor to submit prior to start of any work.</td>
</tr>
<tr>
<td>Videos and Video Inspection Reports</td>
<td>Submit 3 flash drives with CCTV files of quality sufficient for City Representative to confirm the risk and condition assessment of sanitary sewers, locate sewer service connections, verify quality of Contractor’s Work, and input collected data into GIS software (Lucity). Video and Video inspection reports shall be submitted upon completion of each zone of work as defined in Figure 1. If City Representative informs Contractor video quality or data is insufficient, re-video pipe segment and provide new flash drives and CCTV Inspection Report at no additional cost to the City. Camera distortion, inadequate lighting, inadequate ventilation (foggy), inaccurate or confusing digital counter readings of distances during an inspected sewer length, dirty lens and blurred or hazy pictures will be causes for rejection of inspection videos and Work on associated line segment.</td>
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<tr>
<td>SUBMITTAL</td>
<td>DESCRIPTION</td>
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<tr>
<td>Videos and Video Inspection Reports</td>
<td>Videos, Reports and other associated data submitted shall become the City’s property.</td>
</tr>
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</table>

VI. **Unit Prices**

A. Payment for the Work in this section shall be included as part of the lump-sum bid amount for which such Work is appurtenant thereto.

VII. **Reference Standards**

A. The following standards shall be followed:

1. NASSCO PACP and MACP
2. Applicable OSHA and Cal OSHA
3. MUTCD/WATCH
4. City SSMP

**END OF SECTION**