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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Santa Ana, California will receive at the Office of the Purchasing Division in Room 429 of City Hall, 20 Civic Center Plaza, Santa Ana, California 92701, on or before the hour of 2:00 p.m. on Wednesday, October 25, 2000 sealed bids and/or proposals for

PROJECT NO.

Notice is hereby given Bidders that in accordance with the provisions of the California Labor Code, not less than the prevailing rate of per diem wages for each craft or type of worker and mechanic needed to execute the contract in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as determined by the Director of Industrial Relations of the State of California shall be paid to all workers employed.

Each bid shall be accompanied by cash, a cashier's or certified check payable to the City of Santa Ana, or bid bond issued by a corporate surety, for an amount not less than ten percent (10%) of the aggregate of the bid, as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him. **THE SIGNATURE OF THE BIDDER ON THE BID BOND SHALL BE NOTARIZED.**

The City Council reserves the right to reject any or all bids.

The successful Bidder must possess or obtain a valid California Class A or C8 Contractor's license prior to the scheduled award date of this contract.

Substitution of securities for any monies withheld by the City of Santa Ana to ensure performance is allowed in accordance with the Public Contract Code.

Complete sets of the Plans and Specifications will be furnished upon application to the Public Works Agency, First Floor, 20 Civic Center Plaza, Santa Ana, California 92701, phone (714) 647-5690. There is a \$17.07 charge (non-refundable) for these Plans and Specifications, plus a \$10.24 additional fee if mailed. Make checks payable to the City of Santa Ana.

DO NOT CALL PURCHASING DIVISION REGARDING AVAILABILITY OF PLANS AND SPECIFICATIONS.

INSTRUCTIONS TO BIDDERS ON EXECUTING PROPOSAL AND CONTRACT DOCUMENTS

PROPOSAL NO.

The proposal shall be correctly executed and submitted in accordance with the Notice Inviting Bids. The Proposal shall contain the legal name and address of the BIDDER and any SUBCONTRACTORS to be used. If the BIDDER is a corporation, it is important to the state the appropriate officers. The Proposal shall be made a part of the entire contract, and accuracy is essential.

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR

PROJECT NO. #; [Project Title and Limits]

IN THE CITY OF SANTA ANA - DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed, with return address, or delivered by messenger. However, it is the BIDDER'S own responsibility to ensure delivery of the proposal to the office of the Purchasing Division prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered.

CONTRACT AGREEMENT

The contract agreement is included in the project contract documents. The contract agreement is to be completed and signed by the BIDDER and returned, with the proposal, to the City of Santa Ana c/o Purchasing Division. BIDDER is to place the complete and correct business name in the appropriate location. After a careful reading and understanding of the terms and conditions of the contract, the BIDDER shall sign the document using the legal firm name, business address and telephone number, and designate the type of business involved.

ACCEPTANCE AND NOTIFICATION

Upon award of contract by the City Council, the successful bidder will be notified of award and requested to furnish appropriate bonds and insurance certificates. Bonds and certificate of liability insurance shall be submitted to the AGENCY within ten (10) days after notice of award. After the AGENCY receives and approves bonds and certificates of liability insurance, the AGENCY will send to the successful bidder a copy of the fully executed Contract Agreement.

WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn with a written request signed by the BIDDER. Such requests must be delivered to the AGENCY'S Administrative Services Manager prior to the bid opening hour stipulated in the Notice Inviting Bids.

Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so, or to submit a new proposal for rebidding the same project.

SUBMISSION OF BIDS; AGREEMENT TO ASSIGN

In accordance with Section 4552 of the Government Code, the BIDDER shall confirm to the following requirements: in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

PRIOR TO BID

The BIDDER shall be held to have examined the Plans and Specifications, visited the project site and fully informed himself as to all existing conditions and limitations involved in the work. The bidder shall have included in the contract price a sufficient sum to cover all items, either labor or materials, that are required or implied for a complete project as shown on the Plans and described in the Specifications and other contract documents.

REVIEW OF BIDS

The AGENCY will check all bid item extensions and totals on all bids submitted. In case of a discrepancy between the correct product of the unit prices multiplied by the quantity and the product entered by the bidder, the correct product shall prevail. In case of a discrepancy between the correct sum of the individual items and the total entered by the bidder, the correct sum shall prevail. If a unit price is not legible or is missing, the total amount for that contract item shall be divided by the quantity to arrive at the unit price bid. If both the unit price and the total amount of the contract item are left blank or are illegible, the entire bid shall be rejected.

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered.

Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.

LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, as added by Chapter 643, Statutes of 1939, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons except as provided in Section 1420, and every contractor for Public Works violating this Section is subject to all penalties imposed for a violation of the Chapter.”

A copy of the Certification of Nondiscrimination by Contractors, as provided with this Specification, shall be executed by BIDDER and submitted with his/her Proposal and Contract.

LICENSE REQUIREMENTS

In accordance with Section 7028.15(e) of the Business and Professions Code, a licensed contractor shall not submit a bid to the public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations made therein are made under penalty of perjury. Any bid not containing this information or a bid containing information, which is subsequently false, shall be considered non-responsive and shall be rejected by the public agency. Format for this statement is shown in Section BP, Proposal and Contract Agreement.

In accordance with the Section 3300 of the California Public Contract Code the Agency has determined that the Bidder shall possess a license in the classification specified in the Notice Inviting Bids.

BOND

Each bid shall be accompanied by cash, a cashier's or certified check payable to the City of Santa Ana, or a bid bond issued by a corporate surety, for an amount not less than ten percent (10%) of the aggregate of the bid, as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him. Any bid submitted without any of the above shall not be considered. The signature of the BIDDER on the bid bond shall be notarized.

DISCREPANCIES AND MISUNDERSTANDINGS

BIDDERS shall satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents (and by any other means as they believe necessary) as to the actual physical conditions, requirements, and difficulties under which work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

The BIDDER shall submit a complete bid package. All unit prices and products of unit prices multiplied by the quantities shall be filled out by BIDDER. Failure to fulfill these requirements or to submit a completed bid package will render the bid irregular and will result in its rejection by the Agency.

INTENT OF BID PROPOSAL

The purpose of this Bid Proposal is to obtain a prime contractor to enter into a contract with the AGENCY to complete the work shown on the Plans and described in the Specifications.

ADDENDA

The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Before submitting his/her bid each Bidder shall inform himself/herself as to whether or not addenda have been issued. Failure to submit any such addenda with the bid package will render the bid irregular and will result in its rejection by the Agency.

BID PROTEST

Any bid protest must be submitted in writing to Executive Director of Public Works, City of Santa Ana, 20 Civic Center Plaza M-21, Santa Ana, CA 92701 before 5:00 p.m. of the 5th business day following bid opening. Bid protests sent via mail or overnight carrier must be received by the City by 5:00 p.m. of the 5th business day following bid opening in order to be deemed timely. Hand delivered protests must be provided to the receptionist in the City Hall Annex/Public Works Counter on the first floor of the City Hall Annex.

- a. The initial protest document shall contain a complete statement of the basis for the protest.
- b. The protest shall refer to the specific portion of the document, which forms the basis for the protest.
- c. The protest shall include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The City shall announce at bid opening who such parties shall be.
- e. Should a written bid protest be filed in a timely fashion, a protest hearing shall be held before the Executive Director of Public Works or designee on the 10th business day following bid opening at 10:00 a.m. in the conference room on the fourth floor of the City Hall Annex at 20 Civic Center Plaza, City of Santa Ana, Santa Ana, California 92701. All interested parties may appear and offer testimony at this bid protest hearing. Formal rules of evidence shall not apply at this hearing, nor shall testimony under oath be required. The burden of proof shall be on the party submitting the protest to demonstrate that the staff's determination of proposed low Bidder is arbitrary and capricious, or unsupported by substantial evidence in the record.
- f. All Bidders are advised that if you challenge the City's award of contract in court, you may be limited to raising only those issues you or someone else raised at the public hearing described above, or in written correspondence delivered to the Executive Director of Public Works at, or prior to, the public hearing.
- g. The Executive Director of Public Works or designee will issue a written decision to the City Council on the protest, which shall also be promptly provided to all interested parties. If the Executive Director of Public Works or designee determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

- h. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

CITY OF SANTA ANA

PROJECT NO. #[.....]

PROPOSAL & CONTRACT AGREEMENT

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: _____

REQUIREMENT:

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instruction to BIDDERS, and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said plans (if any), specifications and special provisions, for the unit price(s) or lump sum(s) set forth in the following schedule:

Item #	Bid Item	Unit	Quantity	Unit Price	Amount
1.	Unclassified Excavation	CY		\$_____	\$_____
2.	Cold Milling	SF		\$_____	\$_____
3.	Pavement Fabric	SY		\$_____	\$_____
4.	AC Pavement	TN		\$_____	\$_____
5.	AC Pavement 2% with Latex	TN		\$_____	\$_____
6.	Asphalt Rubber Hot Mix	TN		\$_____	\$_____
7.	PCC Bud Pad including curb	CY		\$_____	\$_____
8.	Adjust Manhole to Grade	EA		\$_____	\$_____
9.	Adjust Valve Box to Grade	EA		\$_____	\$_____
10.	Adjust Survey Monument to Grade	EA		\$_____	\$_____
11.	Survey Monument	EA		\$_____	\$_____
12.	Traffic Loop Detector	EA		\$_____	\$_____
13.	Striping, Markings, and RPMs	LS	-----	-----	\$_____

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL & CONTRACT AGREEMENT

BID PROPOSAL, continued

Item #	Bid Item	Unit	Quantity	Unit Price	Amount
14.	Pull Box - No. 5	EA		\$ _____	\$ _____
15.	Pull Box - No. 3 ½	SF		\$ _____	\$ _____
TOTAL BID-----					\$ _____

PROJECT NO. [#]
[PROJECT TITLE AND LIMITS]

BIDDER

Firm _____

Address _____

Phone(s) _____

Bidder _____

Signature _____

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

LIST OF SUB-CONTRACTORS

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the bid for all subcontract work exceeding the following amount:

- Streets, highways including bridge projects; 1/2% of the bid or \$10,000, whichever is greater
- Buildings, parks, or other projects: 1/2% of the bid

BIDDER proposes to subcontract certain portions of the work to the firms listed below:

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

NAME _____
 LOCATION _____
 PHONE _____
 TYPE OF WORK \$

Name of Firm Submitting Bid

Signature of Bidder

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL & CONTRACT AGREEMENT

BIDDER'S STATEMENT

BIDDER understands and agrees that this written proposal (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter AGENCY) shall constitute the entire agreement between BIDDER and the AGENCY only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Administrative Services Manager or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to BIDDER or deposited with the United States Postal Service properly addressed to the BIDDER with the correct postage affixed thereto.

BIDDER further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish AGENCY all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and AGENCY'S legal holidays), or the funds, check, draft, or BIDDERS bond substituted in lieu thereof accompanying this proposal shall become the property of the AGENCY and shall be considered as payment of damages due to the delay and other causes suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise said funds, check, drafts, or BIDDER'S bond substituted in lieu thereof shall be returned to the undersigned.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the Specifications, the Certification of Non-Discrimination by Contractors, and the Workers' Compensation Insurance Certificate are to be incorporated by reference into this Agreement and are made specifically as part of this bid.

Name of Firm _____

Signature of Bidder _____

Title _____
(if an individual, so state)

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

BIDDER'S STATEMENT continued

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

ACTION OF COUNCIL:

Date _____ 20 _____

ATTEST:

CLERK OF THE COUNCIL

APPROVED AS TO FORM:

CITY ATTORNEY

ACCEPTED FOR THE CITY OF SANTA ANA:

ADMINISTRATIVE SERVICES MANAGER
FINANCE & MANAGEMENT AGENCY

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR (continued)

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed _____

Title _____

Firm _____

Date _____

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

WORKERS' COMPENSATION INSURANCE CERTIFICATION

As required by California Labor Code Section 1860 and 1861, the Contractor certifies as follows:

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

If I, as the Contractor, now or at any time during the course of this agreement, qualify as an employer under California Labor Code Section 3300, unless the hired employee(s) is (are) persons excluded by said Labor Code, I shall furnish the City of Santa Ana with an insurance certificate from my workers' compensation insurance carrier certifying that I carry such insurance and that the policy shall not be canceled nor the coverage reduced except upon thirty (30) days prior written notice to the City of Santa Ana.

Signed _____
Title _____
Firm _____
Date _____

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years.

1. _____
Name and Address of Owner.

Name and Telephone Number of person familiar with project.

Contract Amount	Type of Work	Date Completed
_____	_____	_____

2. _____
Name and Address of owner.

Name and Telephone Number of person familiar with project.

Contract Amount	Type of Work	Date Completed
_____	_____	_____

3. _____
Name and Address of owner.

Name and Telephone Number of person familiar with project.

Contract Amount	Type of Work	Date Completed
_____	_____	_____

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

BIDDER'S STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

The undersigned Bidder is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed _____

Title _____

Firm _____

Date _____

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

NON-COLLUSION AFFIDAVIT

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

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signed _____

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

Signed _____

Notary Public

Notary Seal:

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed _____

Title _____

Firm _____

Date _____

CITY OF SANTA ANA

PROJECT NO. #

PROPOSAL AND CONTRACT AGREEMENT

CONTRACTOR'S LICENSING STATEMENT

The undersigned contractor, or corporate officer, declares under penalty of perjury that the following is true and correct.

Contractor's Name: _____

Business Address: _____

Telephone: _____

State Contractor's License No. and Class: _____

Expiration Date: _____

Signed: _____

Title: _____

PROJECT NO. (NO.)
(PROJECT TITLE)

SPECIAL PROVISIONS

1.00 SPECIAL PROVISIONS - General

1.01 DEFINITIONS

This section shall conform to Subsection 1-2 of the Standard Specifications and these Special Provisions.

Agency:	City of Santa Ana
Board:	City Council of the City of Santa Ana
Caltrans:	State of California, Dept. of Transportation
County:	County of Orange
Engineer:	The Executive Director of the Public Works Agency of the City of Santa Ana or his authorized representative
Federal:	United States of America

1.02 STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2000 edition of the Standard Specifications for Public Works Construction, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the Publisher of Building News, Incorporated, 10801 National Boulevard, Los Angeles, California 90064, telephone (310) 202-7775.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications, unless otherwise noted. ONLY THOSE SECTIONS REQUIRING ELABORATIONS, AMENDMENTS, SPECIFYING OF OPTIONS, OR ADDITIONS ARE CALLED OUT.

1.03 TIME OF COMPLETION

The Contractor shall complete all work under the contract within [No.] working days from the date of the Notice to Proceed issued by the Engineer. Construction on the project shall begin within 1 (one) month from the award of the contract.

1.04 LIQUIDATED DAMAGES

The liquidated damages amount, **[in lieu of that]** [as] specified in Subsection 6-9 of the Standard Specifications, shall be [No.] per calendar day.

1.05 AWARD AND EXECUTION OF CONTRACT

This section shall conform to Subsection 2-1 of the Standard Specifications and these Special Provisions.

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all requirements described. The award, if made, will be made within 60 days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

No proposal shall be considered binding upon the AGENCY until the execution of the contract by the AGENCY.

The date of the contract shall be the date the contract is executed by the AGENCY.

The bidder is required to carefully examine the work site, and the proposal, plans, specifications, and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the Special Provisions, and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

The AGENCY reserves the right to waive minor irregularities in their consideration of the award of the bid.

1.06 EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and Subcontractors, or their representatives, shall be filed with the Engineer and the City Police and Fire Departments prior to beginning work.

1.07 PLANS AND SPECIFICATIONS

This section shall conform to Section 2-5 of the Standard Specifications and these Special Provisions.

The Contractor shall maintain a control set of plans and specifications on the project site at all times. As approved by the Engineer, all final locations determined in the field and any deviations from the plans and specifications shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall submit the control set to the Engineer. Final payment will not be made until this requirement is met.

1.08 WORK BY AGENCY FORCES BECAUSE OF NONPERFORMANCE BY CONTRACTOR

Should the Contractor fail to correct deficiencies or public nuisances that have been created because of his/her operation, then these will be considered to be of an emergency nature, and will call for the AGENCY to move in on the project to take corrective action. Such work will be done on a force account basis with an additional callout charge. There is a minimum two-hour charge for labor on any callout plus an additional callout charge of \$75.

1.09 LABOR STANDARDS PROVISION

In accordance with Section 1776 of the California Labor Code, not less than the general prevailing rate of per diem wages for each craft or type of worker and mechanic needed to execute the contract in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime works as determined by the Director of Industrial Relations of the State of California, shall be paid to all workers employed.

A copy of the prevailing rate of per diem wages is on file in the Public Works Agency, Construction Section, City of Santa Ana and is available to any interested party on request. The Contractor shall post at the job site a copy of said minimum wages.

The Contractor and all Subcontractors shall submit certified payrolls weekly to the Agency.

1.10 APPRENTICESHIP STANDARDS

The Prime Contractor and all subcontractors on this project shall comply with apprenticeship standards as established by Section 1777.5 of the California State Labor Code.

1.11 CONTRACT BONDS

This section shall conform to Subsection 2-4 of the Standard Specifications and these Special Provisions.

The bonds shall be executed by the successful bidder and returned within ten (10) days (not including Saturdays and Sundays), after the successful bidder has received notice that the contract has been awarded. Each bond shall incorporate, by reference, the contract and shall be signed by both the Bidder and Surety. The signatures of the Bidder and the authorized agent of the Surety shall be notarized.

Failure to file acceptable bonds as provided herein within ten (10) days (not including Saturdays and Sundays), after the successful bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

1.12 LIABILITY INSURANCE

This section shall conform to Subsection 7-3 of the Standard Specifications and these Special Provisions.

The certificate of liability insurance shall be provided by the successful bidder within ten (10) days (not including Saturdays and Sundays), after the successful bidder has received notice that the contract has been awarded.

Failure to provide acceptable certificate of liability insurance as provided herein within ten (10) days (not including Saturdays and Sundays), after the successful bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

1.13 UTILITIES

This section shall conform to Section 5 of the Standard Specifications and these Special Provisions.

All existing utility access frames and covers, both private and public, shall be located and marked with paint on the pavement surface by the Contractor.

Upon completion of the project, the Contractor shall remove all painted utility markings done by him or the respective utility owners from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

If utility construction work within the area is required during the construction of this project, the Contractor is directed to cooperate with the utility company(s) and their workers to assure proper installation of the utilities with a minimum of conflict.

1.14 WORKING DAY

This section shall conform to Subsection 6-7.2 of the Standard Specifications and these Special Provisions.

The Contractor's activities shall be confined to the following hours:

1. From 7:00 a.m. to 5:00 p.m., Monday through Friday, within work areas having either no lane closures or having continuous lane closures, i.e. 24-hour closures lasting more than one day.
2. From 9:00 a.m. to 3:00 p.m., Monday through Friday, for work requiring temporary lane closures, i.e. those having less than a 24-hour duration, and for work at major intersections. As an alternative, construction at major intersections may be permitted at night or on weekends.

Deviation from these hours/days shall not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property, or as specified otherwise.

1.15 CONTRACTOR'S EQUIPMENT AND FACILITIES

This section shall conform to Subsection 7-1 of the Standard Specifications and these Special Provisions.

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the Manufacturer. The noise level from the Contractor's operations shall not exceed 95 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

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

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this Section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.

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

1.16 LICENSES & PERMITS

This section shall conform to Subsection 7-5 of the Standard Specifications and these Special Provisions.

a. Business License. Each prime contractor and subcontractor shall obtain and pay for a Santa Ana Business License. Detailed information concerning business license may be obtained from the Finance and Management Services Agency, (714) 647-5447, City Hall.

b. Construction Water Permit. Each prime contractor or subcontractor which desires to obtain water from AGENCY-owned fire hydrants for construction or any other purpose shall first obtain and pay for a permit from the Corporate Yard of the City of Santa Ana, at 220 South Daisy Avenue. Information concerning costs and conditions may be obtained from the AGENCY by calling (714) 647-3320. Use of private water from a hose bib is not allowed.

For safety reasons, the Agency will not allow Contractor to stretch construction water hoses across open traffic lanes. Where required, Contractor shall use water truck.

c. Disposal Permit. In accordance with the procedures of the Orange County GSA, the cost for the disposal of all materials at County landfill sites shall be borne by the Contractor.

d. Building and Electrical Permits. For projects involving building, structural construction, traffic signal or irrigation controller installation, the Prime Contractor shall obtain the necessary building and electrical permits from the Planning & Building Agency. There will be no fees for these permits.

All permits and fees required by all other Agencies having jurisdiction over any part of the work shall be obtained and paid for by the Contractor, unless otherwise noted on the Plans or in the Special Provisions.

1.17 CLEAN-UP & DUST CONTROL

This Section shall conform to Subsection 7-8.1 of the Standard Specifications and these Special Provisions.

The Contractor shall keep the work site clean and free from rubbish and debris at the end of every working day.

1.18 PUBLIC CONVENIENCE & SAFETY

This section shall conform to Subsection 7-10 of the Standard Specifications and these special provisions.

Intersections shall be kept open until work takes place within the intersection. Local vehicular and pedestrian access, including access to driveways and businesses, shall be maintained at all times. Pedestrian access across both streets in an intersection must be maintained at all times with a minimum 4-foot width.

All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be reflectorized.

All signing, barricading and diversion of traffic shall be subject to the approval of the Engineer. The Contractor shall provide a telephone number at which the Contractor's representatives can be reached should an emergency occur requiring replacement or relocation of the required traffic devices.

Prior to the start of construction operations, the Contractor shall notify the Police and Fire Departments of the AGENCY, giving the approximate starting date, completion date, and the name and telephone number of responsible persons who may be contacted at any hour in the event of a critical condition requiring immediate correction.

At least two weeks prior to starting work, the Contractor shall notify the Orange County Transportation Authority, bus service of the approximate starting date and completion date.

At least two weeks prior to starting work, the Contractor shall deliver notices supplied by the Agency to the residents and businesses in the area affected by the construction. At least 48 hours before blocking access, the contractor shall contact the affected parties in person or by written notice to provide information as to the reason for the closure and the expected duration.

1.19 STATE DIVISION OF INDUSTRIAL SAFETY PERMITS

In accordance with Section 6500 of the State Labor Code, permits are required for all excavations which are five feet or deeper or for all structures being built or demolished which are more than three stories high.

1.20 PAYMENT

Payment for any items of work required by the plans or other contract documents which are not covered by a contract bid item, shall be considered as included in other items and no additional compensation will be paid therefore.

1.21 SUBCONTRACTING

This section shall conform to Section 2-3.1 of the Standard Specifications and these Special Provisions.

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

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

1.22 SURVEY

This section shall conform to Section 2-9 of the Standard Specifications and these Special Provisions.

The Agency will provide construction staking for this project except as provided herein.

The Contractor shall mark and lay out removal limits, limits of work, and wheelchair ramps in the field at the Contractor's expense. If such work cannot be determined from existing features, the Engineer will provide assistance as needed. Payment for said work shall be included in other items of work and no additional compensation will be allowed therefore.

The Contractor shall provide written notice to the Engineer, using Agency provided Construction Staking Request forms, at least two (2) working days prior to the time that the survey services will be required.

To maintain survey centerline ties, the Contractor shall notify the Engineer two (2) working days prior to the removal of a curb return or wheelchair ramp.

The Agency shall supply one set of construction stakes for each item of construction (except as noted above) as deemed necessary by the Engineer. Any additional construction stakes requested for the convenience of the Contractor shall be paid for by the Contractor at a rate of \$268 per hour per Section VII of Resolution Number 99-030

The Contractor is responsible for maintaining a safe and orderly job site per OSHA standards. Any delays incurred by the survey crew which are caused by interference of the Contractor's operations, equipment or materials shall be paid for by the Contractor at a rate of \$268 per hour.

Stakes and marks set by the Agency shall be carefully preserved by the Contractor. If such stakes and marks are destroyed or damaged, they will be replaced at the Agency's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and

marks which, in the judgment of the Agency, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any monies due or to become due the Contractor.

The Contractor shall be responsible for proper scheduling of survey requests. The Contractor shall also be responsible for notifying the Engineer if the job site will not be ready* for the requested staking at least two hours prior to the scheduled survey crew arrival time. Any significant on-site delays incurred by the survey crew, resulting from the Contractor or job site not being ready* for the staking that was requested, at the time requested, shall be paid for by the Contractor at a rate of \$268 per hour. If the survey crew arrives at the job site at the time scheduled, but is instructed by the Contractor to leave and return at a later time, and the Contractor did not provide at least a two hour reschedule notice, the Contractor will be charged an amount equivalent to one hour at a rate of \$268 per hour.

Any on-site delays, cancellations, or reschedules, and reasons therefore, incurred by the survey crew will be tracked by the Survey Party Chief on the Construction Staking Request form.

- The Agency considers the site 'ready' if it is clear of obstructions, removals and moving equipment in the length requested on the Construction Staking Request form. The site may be deemed 'not ready' by the Survey Party Chief if the above conditions are not met or if personal safety is questionable.

1.23 MARKUP

This section shall conform to sub-section 3-3.2.3 of the Standard Specifications and these Special Provisions.

Revise sub-section 3-3.2.3 (a) to read as follows:

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

1)	Labor	20
2)	Materials.....	15
3)	Equipment Rental.....	15
4)	Other Items and Expenditures.....	15

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

- (b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.2(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent

on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

1.24 TEMPORARY STEEL PLATE BRIDGING:

When backfilling operation of an excavation in the travel way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

1. Steel plate used for bridging must extend a minimum of twelve (12") inches beyond the edge of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequate to support the bridging and the traffic load. Contractor shall be responsible for determining whether shoring is necessary.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plate.
5. Bridging shall be secured against displacement by adjustable cleats, shims, or other devices.

Approaches plate and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled two (2") inches into the pavement. Subsequent plates are butted to each others. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum of twelve (12") inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fines of asphalt concrete mix, concrete slurry or an equivalent slurry satisfactory to the Engineer.

The Contractor shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specified, use of steel plate bridging at any given location should not exceed four (4) consecutive working days in any given week. Backfilling of excavation shall be covered with a minimum of three (3") inches of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trench width:

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
1.0 foot	1/2 inch

1.5 foot
2.0 feet
3.0 feet
4.0 feet

3/4 inch
7/8 inch
1 inch
1 1/4 inch

For spans greater than four (4') feet, a structural design for the steel plate bridging shall be prepared by a registered civil engineer and approved by the Engineer. Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

A Rough Road sign (W33) with black lettering on an orange background shall be used in advanced of steel plate bridging. This is to be used along with any other required construction signing.

Payment for steel plate bridging shall be included in the other items of work involved and no additional payment will be allowed therefore.