



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: September 17, 2024

Agenda Item: 11G

Submitted By: Public Works

Prepared By: Niki Beach, Environmental Programs Analyst

Subject:

CONSIDERATION OF A RESOLUTION TO ACCEPT AND FILE A NOTICE OF COMPLETION FOR THE AVENIDA PICO AND SAN CLEMENTE OUTLETS CORRIDOR RUNOFF TREATMENT PROJECT, PHASE 3, CIP PROJECT NO. 23805

Fiscal Impact:

The total project construction cost of \$417,700 was below the approved construction budget of \$480,000. The project was also previously authorized for grant funding under OCTA's Tier 1 Environmental Cleanup Program and staff is in the process of requesting reimbursement for \$328,000, or 80% of the project cost.

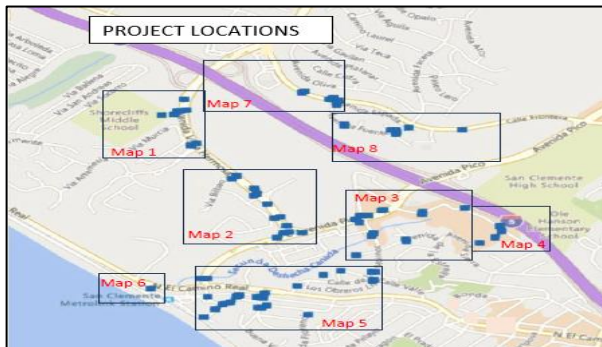
Summary:

The City Council is being asked to consider a Resolution and Notice of Completion (Attachment 2) for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project. The project meets a requirement by the California State Water Resources Control Board to capture debris down to 5mm in size, inclusive of material less than the size of a cigarette butt in high-traffic areas, such as multifamily developments and commercial areas, by 2030. City staff has identified 559 catch basins requiring retrofit and with this phase, the City has retrofitted a total of 244 catch basins.

Background:

On June 18, 2024, the City Council awarded a construction contract to G2 Construction, Inc. for the installation of trash capture devices within 78 inlets. The work consisted of mobilization and traffic control; catch basin cleaning; and custom design, fabrication, and installation of three types of devices. Each inlet received either a CPS, GITS, or ARS-CL, with several ARS-CLs installed as an added layer of trash capture outside of a CPS or GITS.

Work was completed between August 6, 2024 and August 23, 2024.



Installed Grate Inlet Screen (GITS)



Installed Connector Pipe Screen (CPS-Mod)



Installed Automatic Retractable Screen (ARS)

A summary of the total construction expenditures is provided below:

Construction Management and Inspection	\$ 7,700
Construction Contract	410,000
Total Construction Cost	\$417,700

Council Options:

- Adopt Resolution No. 24-148 (Attachment 1), which would accept the completed construction work for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project.
- Adopt Resolution No. 24-148 with modifications.
- Continue the item with direction to provide additional information.

Environmental Review/Analysis:

This project was previously determined to be categorically exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the state CEQA Guidelines, Class 1 (Existing Facilities, 14 CCR 15301).

Recommended Actions:

Staff Recommendation

Staff recommends that the City Council adopt Resolution No. 24-148, which will:

1. Accept the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Phase 3, CIP Project No. 23805, from G2 Construction, Inc.;
2. Authorize the Public Works Director to execute and record the Notice of Completion for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Phase 3, CIP Project No. 23805; and

3. Authorize the City Clerk to release the payment bond 35 days from the recordation of the Notice of Completion upon verification with the Engineering Division that no liens have been levied against G2 Construction, Inc.

Attachment:

1. Resolution 24-148
2. Notice of Completion
3. Staff Report dated June 18, 2024

Notification:

None.

RESOLUTION NO. 24-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, ACCEPTING AS COMPLETE THE AVENIDA PICO AND SAN CLEMENTE OUTLETS CORRIDOR RUNOFF TREATMENT PROJECT, PHASE 3, CIP PROJECT NO. 23805

WHEREAS, the State Water Resources Control Board, in an attempt to reduce trash, debris, and associated bacteria loading into the State's waterways, authorized the Trash Provisions for municipal MS4 NPDES permit compliance in 2015; and

WHEREAS, the City of San Clemente is required to implement, within high-traffic areas designated Priority Land Use (PLU) areas, full capture equivalency in its storm inlet network for trash down to 5 mm in size by the end of 2030; and

WHEREAS, on June 18, 2024, the City Council awarded a construction contract to G2 Construction, Inc. for Phase 3 of the storm inlet trash capture device installation program, titled the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Phase 3, CIP Project No. 23805; and

WHEREAS, between August 6, 2024, and August 23, 2024, a total of 78 City-owned catch basins were retrofitting was completed in compliance with the terms of G2 Construction, Inc.'s contract with the City; and

WHEREAS, G2 Construction, Inc. has completed the work to the satisfaction of the Public Works Director.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

Section 1. That the above recitations are true and correct and fully incorporated herein.

Section 2. That the City Council accepts as complete the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Phase 3, CIP Project No. 23805, from G2 Construction, Inc.

Section 3. That the City Council authorizes the Public Works Director to execute and the City Clerk to record a Notice of Completion for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Phase 3, CIP Project No. 23805.

Section 4. That the City Council authorizes the City Clerk to release the payment bond for this project 35 days from the recordation of the Notice of Completion upon verification with the Engineering Division that no liens have been levied against G2 Construction, Inc.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-148 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

Recording Requested By:
City of San Clemente

When Recorded, Mail To:
Public Works Department
City of San Clemente
910 Calle Negocio
San Clemente, CA 92673

Recorded for the benefit of the City of San Clemente and exempt from recording fees pursuant to Government Code Section 27383.

Space above this line is for Recorder's Use Only

NOTICE OF COMPLETION

Notice is hereby given by the City of San Clemente, a Municipal Corporation, that a public work of improvement has been completed as follows:

1. *Project title or description of work:* Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Phase 3, CIP Project No. 23805
2. *Date of completion:* August 23, 2024
3. *Street address or legal description of the project site:* Various Locations, generally bordered between Calle Frontera to the north, Avenida Vista Hermosa to the west, Buena Vista to the south, and Via Pico Plaza to the east, in the City of San Clemente, CA 92672
4. *Name of owner:* City of San Clemente
5. *Interest or estate of owner:* City of San Clemente
6. *Address of owner:* 910 Calle Negocio, San Clemente, CA 92673
7. *Name and address of contractor:* G2 Construction, Inc, 1352 East Borchard Avenue, Santa Ana, CA 92705

I am the Public Works Director/City Engineer for the City of San Clemente, a Municipal Corporation, the owner of the indicated interest or estate in the property described above. I make this verification on behalf of the City of San Clemente. I have read this Notice of Completion and know its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ in San Clemente, California.

David Rebensdorf,
Public Works Director/City Engineer
City of San Clemente



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: June 18, 2024

Agenda Item: 11P

Submitted By: Public Works

Prepared By: Niki Beach, Environmental Programs Analyst

Subject:

CONSIDERATION OF A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO G2 CONSTRUCTION INC. FOR THE PURCHASE AND INSTALLATION OF STORM DRAIN TRASH CAPTURE DEVICES FOR THE AVENIDA PICO AND SAN CLEMENTE OUTLETS CORRIDOR RUNOFF TREATMENT PROJECT, PROJECT NO. 23805, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:

The total estimated project cost is \$480,000, which has previously been allocated within the Clean Ocean Fund in the Fiscal Year 2024 Budget. To minimize the impact on the Clean Ocean Fund Reserve, the City applied for and was awarded a grant of \$328,000 through the Orange County Transportation Authority (OCTA) Environmental Cleanup Program, which will be funded at project completion. The net project costs are thus anticipated to be \$82,000.

Summary:

Before the City Council is the approval of a construction contract with G2 Construction, Inc. in the amount of \$410,000 for installation of trash capture devices in 80 storm drains in the Avenida Pico and San Clemente Outlets area, which is the third phase of an ongoing effort to retrofit catch basins in order to improve ocean water quality.

The City is required by the California State Water Resources Control Board to install a total of 559 catch basin inserts that capture litter and trash greater than 5 mm in size throughout high-traffic areas, such as multifamily developments and commercial areas, by 2030. A total of 166 catch basin inserts have been installed in recent years, through Phases 1 and 2 of the catch basin insert project.

Background:

The California State Water Resources Control Board currently has a requirement for cities to install trash capture devices that remove litter and trash down to 5mm in size, to prevent this debris from reaching receiving waters such as rivers, creeks and the Pacific Ocean. Cities have until 2030 to retrofit catch basins that drain commercial, industrial and high-density residential land uses, also known as priority land use areas, to comply with the regulation, commonly known as the Trash Amendments to the Municipal Separate Storm Sewer System (MS4) Permit. Attachment 1 provides a map of these Priority Land Use Areas.

In May 2010, the OCTA Board of Directors approved the Environmental Cleanup Allocation Program to make funds available through the Environmental Cleanup Program to help protect

Orange County beaches and waterways from transportation-generated pollution in stormwater and urban runoff and improve overall water quality. The OCTA Board of Directors approved a two-tier grant approach to the Environmental Cleanup Allocation Program; Tier 1 funding is focused on small localized projects, while Tier 2 funding consists of regional, potentially multi-jurisdictional capital-intensive projects. The Measure M2 (M2) Project X Environmental Cleanup Program (Project X Program) establishes a competitive process for projects that improve water quality in Orange County from transportation-generated pollution. The funds are designed to supplement existing transportation-related water quality programs. Because of the competitive nature of the application process, not all cities submitting applications will be guaranteed grant funding.

Tier 1 of the Project X Program is designed to mitigate the more visible form of pollutants such as litter and debris that collects on roadways and in storm drains prior to being deposited in waterways and the ocean. The grant program can fund equipment purchases and upgrades to existing catch basins and related best management practices (BMPs) such as screens, filters, inserts and other street-scale low-flow diversion projects.

The City was awarded a \$328,000 M2 Project X ECP Tier 1 Grant from OCTA in fall of 2023. This project will entail retrofitting 80 City storm drain catch basins in the Avenida Pico and San Clemente Outlets area. This project will retrofit 14% of the required 559 storm drains. See Attachment 2 for a map of the 66 catch basins proposed for retrofit.

Depending on the characteristics of each catch basin in the project, one of two types of trash capture devices -- Grate Inlet Screens (GITS) or Connector Pipe Screens (CPS) --are proposed to meet the requirement to fully capture debris down to 5mm in size, inclusive of material as small as a cigarette butt. Each CPS would be installed inside the catch basin vault at its outlet, and a Vactor truck would be utilized to regularly remove this debris from the catch basin. Each CPS device also has an overflow component so that during extreme rain events, the stormwater can overtop the CPS device and flow from the vault to prevent street flooding.

Full-capture Connector Pipe Screen (CPS):



Full-capture Grate Inlet Trash Screen (GITS):



In addition, Automatic Retractable Screens (ARS) would be installed at the opening of each catch basin where feasible to trap larger debris such as cups, straws and other litter before they can enter the catch basin vault, in conjunction with full capture screens in several catch basins where they would improve functionality and reduce maintenance burdens. Street sweepers can collect this captured debris during routine street sweeping processes.

Automatic Retractable Screen (ARS):



The Grant guidelines allow for use of pre-qualified contractors and devices. The County of Orange Public Works (County) partnered with OCTA on a strategy to secure volume discounts for the purchase and installation of trash and debris control devices that would fulfill the requirements of the grant program and meet the SWRCB's full capture equivalency of capturing debris down to 5 mm in size. The County pre-qualified six contractors through a formal bid process to purchase and install specific trash control devices (Attachment 3).

The OCTA M2 Project X ECP Grant Guidelines require that the devices proposed in the grant applications must be the product installed for projects awarded funding. City staff reviewed devices from the six approved contractors listed in Attachment 3 and determined that the three products proposed by G2 Construction for installation in San Clemente catch basins had the appropriate specifications for the catch basins proposed for retrofit, were of excellent quality material and design, and were comparable in price to other contractor devices. Thus, City staff included three G2 Construction devices in the City's grant application. See Attachment 4 for a copy of the contract between County of Orange, Public Works and G2 Construction.

Utilities Staff recommend entering into a contract with G2 Construction (Attachment 5) using the existing contract between the County of Orange, Public Works and G2 Construction as a "piggyback" under California Public Contract Code 20652. This code allows for the use of "piggyback" contracts from other public agencies. The City was awarded \$328,000 from OCTA in grant funding and will provide the required 20% match amount of \$82,000. City Council approved the submittal of the grant application (<https://www.san-clemente.org/home/showpublisheddocument/73796/638169908913663079>) and the expenditure of the required match via Resolution No. 23-19 at its April 18, 2023 meeting (Attachment 5).

Total project costs, including overhead and staff costs, are estimated as follows:

Administration, Permitting and Engineering Design	\$10,000
Construction Management and Inspection	20,000
Construction	410,000
Construction Contingency (approx. 10%)	40,000
Total Estimated Project Cost	\$ 480,000

Council Options:

- Adopt Resolution No.24-106, awarding the construction contract to G2 Construction, Inc., authorizing the City Manager to execute a Construction Contract in an amount not to exceed \$410,000 for the Avenida Pico and San Clemente Outlets Corridor Runoff Project, Project No. 23805, and finding the project categorically exempt from CEQA under Class 1 (Existing Facilities, 14 CCR Section 15301) of the State CEQA Guidelines.
- Modify and Adopt Resolution No. 24-106.
- Continue the item and direct staff to provide additional information.
- Do not award the contract or install the trash capture devices and forgo the associated grant funding.

Environmental Review/Analysis:

The recommended action and subject project is categorically exempt from CEQA under Class 1 (Existing Facilities, 14 CCR Section 15301) of the State CEQA Guidelines, and has no potential result in either a direct or physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Recommended Actions:

Staff Recommendation

Staff recommends that the City Council adopt Resolution No. 24-106, which will:

1. Find the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Project No. 23805, categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 (Existing facilities, 14 CCR Section 15301) of the State CEQA Guidelines;
2. Award the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Project No. 23805, contract to G2 Construction, Inc.; and
3. Authorize the City Manager to execute a contract with G2 Construction, Inc., in an amount not to exceed \$410,000 in a form substantially similar to Contract No. C24-36 (Attachment 6) for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Project No. 23805.

Attachment:

1. City Map of Priority Land Use Areas
2. San Clemente OCTA Grant Project Map
3. Orange County Public Works Contract Award Letter to G2 Construction
4. Orange County Public Works Contract with G2 Construction, Inc. for Trash and Debris Capture Devices
5. City Council Resolution No. 23-19
6. City of San Clemente Contract with G2 Construction, Inc.
7. Resolution No. 24-106

Notification:

G2 Construction, Inc.

Legend

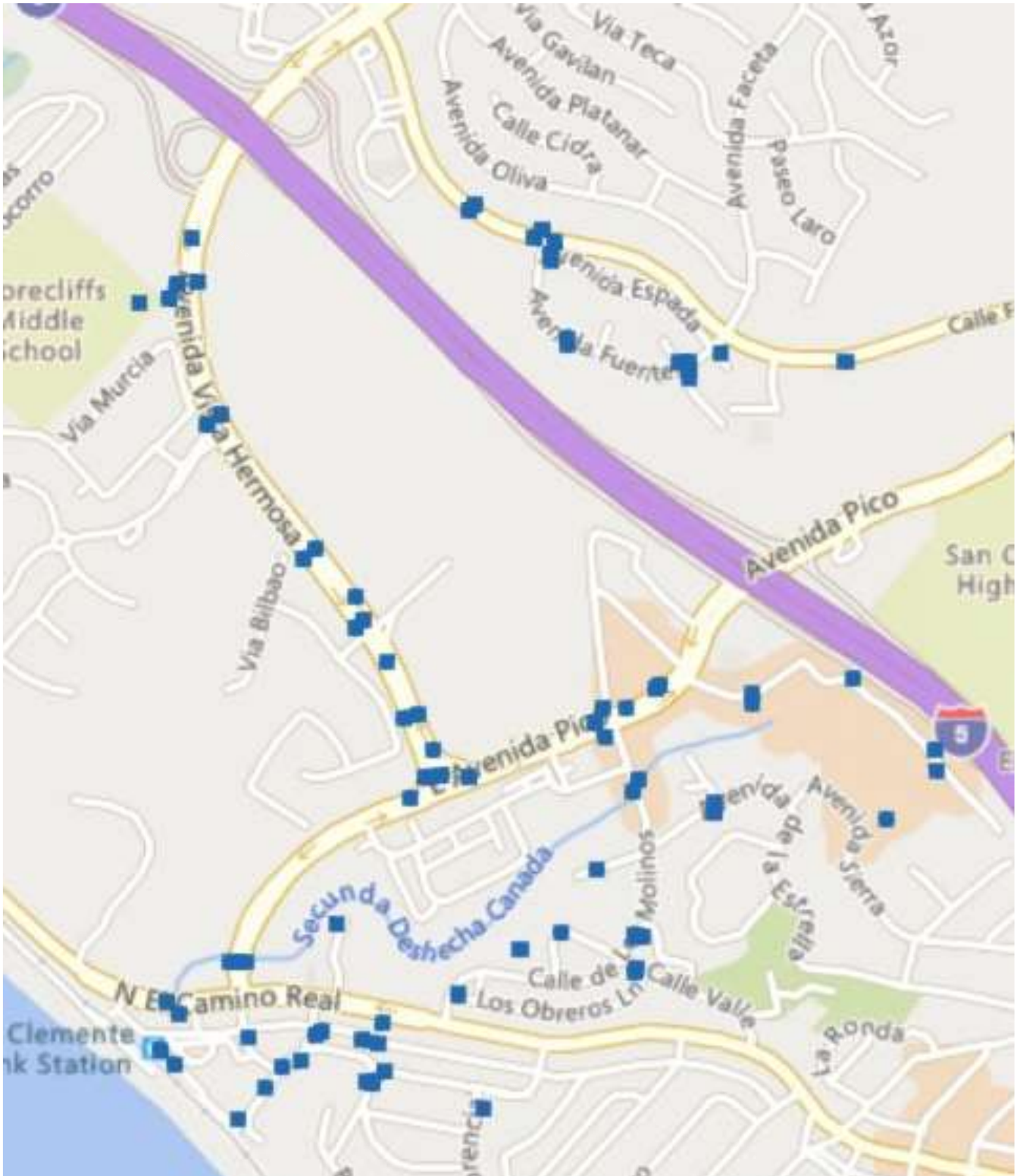
- Vortex Drainage Area
- San Clemente Priority Land Use**
 - Commercial
 - High-Density Residential
 - Industrial
 - Non-PLU



PROJECT MAP

Avenida Pico and San Clemente Outlets Corridor
Runoff Treatment Project

The proposed project's specific catch basins receiving Full Capture System devices and drainage areas.





January 26, 2015

Sent via Email to: etaylor@g2construction.com

Eric Taylor
G2 Construction, Inc.
13331 Garden Grove Blvd., Suite K
Garden Grove, CA 92843

Subject: Request for Proposals (RFP) 080-P08019: Trash and Debris Capture Devices

Dear Mr. Taylor,

Thank you for responding to RFP 080-P08019: Trash and Debris Capture Devices. Based upon the County of Orange's criteria and award procedures set forth in the Request for Proposals, the Evaluation Committee is recommending the award of multiple Contracts to the following vendors:

1. G2 Construction, Inc.
2. Coanda Inc.
3. United Storm Water, Inc.
4. Revel Environmental Manufacturing, Inc.
5. TRC Solutions, Inc.
6. M3 Environmental, Inc.

The Contract will be put in place by the Orange County Public Works Department. As a term of the contract, municipalities participating in the Orange County Transportation Authority's Measure M2 program will be required to review the contract terms and conditions and prepare subordinate contracts as appropriate to their local policies. If you should have any questions, please feel free to contact me at Eddie.Perkins@ocpw.ocgov.com, 714.667.9635, or by facsimile 714.834.4569.

Sincerely,

Eddie Perkins, DPA
OC Public Works
Procurement Services

P08019

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

**CONTRACT MA-080-20011478
WITH
G2 CONSTRUCTION, INC.
FOR
TRASH AND DEBRIS CAPTURE DEVICES**

THIS CONTRACT MA-080-20011478 for Trash and Debris Capture Devices (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (“County”) and G2 Construction, Inc., with a place of business at 1352 E. Boarchard Ave., Santa Ana, CA 92705 (“Contractor”), with a County and Contractor sometimes individually referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

THIS CONTRACT is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Contractor Pricing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Trash and Debris Capture Devices ; and,

WHEREAS, County solicited Contract for Trash and Debris Capture Devices as set forth herein, and Contractor represented that it is qualified to provide Trash and Debris Capture Devices to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Trash and Debris Capture Devices to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of hourly rates set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Trash and Debris Capture Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478
Trash and Debris Capture Devices

event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

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- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance

of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Bonds:**

Payment and Performance Bonds:

A payment bond and performance is required for a public works contract involving expenditure in excess of twenty-five thousand dollars (\$25,000) and no work can be commenced prior to both bonds being approved the County.

The Contractor shall furnish, at time of signing the Contract, one surety bond which shall protect the laborers and material men and shall be for \$60,000, in accordance with *Section 9554 of the Civil Code*, and one surety bond in the amount of \$60,000, guaranteeing the faithful performance of the Contract. If at any time the value of the total task orders is expected to exceed \$60,000, the Contractor shall furnish, in a manner acceptable to the County, evidence that the Contractor is bonded to the expected total value of outstanding task orders for both the faithful performance and laborers and material men bonds. Contractor shall not be entitled to, nor shall County authorize, task orders when the total outstanding value of the task orders under this contract exceeds the bond values for which the County is an obligee. Said bonds to be approved by the office of the County Counsel and the County Executive Office of Orange County. Such bonds shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The Surety Company must also be authorized to write in California by the Department of the Treasury, and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by OC Public Works, the Contractor shall promptly furnish such additional security as may be required by OC Public Works or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

If the County increases the total Contract amount the Contractor is to provide a new bond for the new total Contract amount or a bond for the difference.

Execution of the Agreement and Notice to Proceed: County will not execute the Agreement or issue a Notice to Proceed with the work until Bidder has submitted and County has approved Bidder's Faithful Performance and Labor and Material Payment Bonds, proof of insurance, and initial job progress schedule. All such submittals must be received by County within 10 calendar days of award of the Contract. Any claims by Contractor for adjustments in time and/or cost for delays in issuing the Notice to Proceed due to Contractor's failure to deliver bonds, insurance, and initial job progress schedule acceptable to County will not be considered.

P. Insurance Requirements:

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance or per occurrence	\$1,000,000 per claims made

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

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- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing company hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- DD. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Trash and Debris Capture Devices from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** The initial term of this Contract shall be effective upon execution of all necessary signatures and shall continue for five (5) years from that date, unless otherwise terminated as provided herein.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

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7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

9. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
10. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the

work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County departments and non-County public entities shall issue subordinate contracts in their own names and be solely responsible for all payment requirements. Contractor shall ensure that all subordinate contracts with non-County public agencies contain an indemnification clause in which the non-County agency indemnifies and holds harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in any way connected with the use of County issued cooperative agreements. Failure to meet this requirement shall be considered a material breach of this RCA and grounds for immediate contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor and participating non-County entities shall ensure adherence to all applicable public project competitive bidding and public works prevailing wage statutes, as required by law, for installation work.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County’s request.

16. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

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- a. Afford the contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
 - b. Discontinue payment to the contractor for and during the period in which the contractor is in breach; and
 - c. Offset against any monies billed by the contractor but yet unpaid by the County those monies disallowed pursuant to the above.
17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 22. “Notices,” such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

20. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
21. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, sub article B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
23. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: G2 Construction Inc.
Attn: Eric H. Taylor
1352 E. Boarchard Ave.
Santa Ana, CA 92705
Phone: 714-679-2550
Email: etaylor@g2construction.com

County's Project Manager: OC Public Works/OC Environmental Services
Attn: Grant Sharp
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-955-0633
Email: grant.sharp@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Nicholas Murray, County DPA
Santa Ana, CA 92701
Phone: 714-667-<TBA>
Email: nicholas.murray@ocpw.ocgov.com

26. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
27. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478
Trash and Debris Capture Devices

Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

28. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
29. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
30. **Prevailing Wage: (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
31. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate 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 or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (A) The information contained in the payroll record is true and correct.
 - (B) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478
Trash and Debris Capture Devices

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- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

Prevailing Wage and DIR Requirement:

Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

<https://www.dir.ca.gov/Public-Works/PublicWorks.html>

33. **Apprenticeship requirements: The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of**

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

34. **Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
35. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County. County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract. Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing of any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, or conflict of interest, Contractor must also provide an update to the County of its status in these areas whenever requested by the County. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

Signature Page

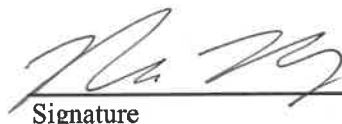
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

G2 CONSTRUCTION, INC.*

<i>John R. Alvarado</i>	John R. Alvarado	President	3/26/2020
Signature	Name	Title	Date

<i>Lydia G. Alvarado</i>	Lydia G. Alvarado	Treasurer	3/26/2020
Signature	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:**

	Nicholas Murray	DPA	06/03/2020
Signature	Name	Title	Date

APPROVED AS TO FORM:
County Counsel

By Mark Sanchez Mark Sanchez
Deputy

Date 3/26/2020

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK****I. BACKGROUND**

The Orange County Transportation Authority's (OCTA) Environmental Cleanup Program (ECP) provides a two percent allocation of annual gross Measure M2 (M2) revenues to improve overall water quality in Orange County from transportation-related pollution. The ECP competitive funds can be used to implement water quality improvement projects addressing pollutants originating from or conveyed through transportation systems. These funds will assist Orange County cities and the County of Orange in meeting federal Clean Water Act standards for urban runoff through the purchase and installation of recognized structural best management practices (BMPs). Third parties such as public water and wastewater agencies, environmental advocacy organizations, and homeowners associations may also nominate projects through a municipality that is willing and able to take responsibility for carrying out and maintaining the project.

II. DESCRIPTION OF PROJECT

In concert with the M2 Grant Program, this Scope of Work is designed to assemble a panel of Contractors to achieve economies of scale on a list of fixed unit prices for the purchase and installation of equipment and devices designed to remove litter, debris, and other water quality pollutants, herein referred to as "Stormwater Treatment Devices." Selected Contractors will be part of a Master Agreement between the County of Orange and OCTA that will allow municipalities to select from a listing of Contractors to provide, supply, fabricate, construct, deliver, and install Stormwater Treatment Devices. Agencies wishing to use the Master Agreement may purchase BMPs with M2 grant monies or any other funding source.

Accordingly, the goal of this RFP is to establish a Master Agreement that achieves strategic savings that would benefit the County and OCTA to act as the purchasing and contract administrators for M2 grant-eligible entities. *Proposals that do not provide a discounted price that offer economies of scale that are more than standard bulk pricing/installation listing will not be considered.* Proposals will not be accepted solely for equipment purchases or installations. Awarded ECP entities are not obligated to utilize the selected Contractors. Rather, this process is intended to provide a mechanism for reduced rates for equipment and its installation for Orange County municipalities, including those implementing projects with M2 funding. In addition, if a local agency is a party to this Master Agreement, a separate agreement, city council resolution, or other protocol may be necessary with the selected Contractor(s). The eligible qualifications are discussed below.

Each selected Contractor will be under contract with the County of Orange's OC Public Works Department and OCTA, but will take primary direction from local agency. Contractor's will directly invoice and be paid by the local agency.

III. ELIGIBILITY QUALIFICATIONS

Stormwater Treatment Devices must be capable of handling flows from a design storm of 0.2-inches/hour.

The hydrologic method to be used to calculate the flow associated with LID and water quality design storm flow is:

$$F_{\text{required}} = C \times I \times A$$

Where F_{required} = Flow capacity (cubic feet/sec); C = runoff coefficient (ranges from 0 to 1); I = 0.2 inches/hour; and A = tributary area (acres).

Treatment devices should also be able to operate in a hydraulic surcharge condition (defined as a condition that exceeds the design discharge) without releasing stored pollutants to the receiving water. Stormwater Treatment Devices which meet this definition and would be eligible for consideration are:

A. Hydrodynamic Separation and Gross Solids Removal Devices

Hydrodynamic separators are flow-through structures with a settling or separation unit to remove sediments and other pollutants and are widely used in stormwater treatment. No outside power source is required, because the energy of the flowing water allows the sediments to efficiently separate. Depending on the type of unit, this separation may be by means of centrifugal force or indirect filtration.

Gross Solids Removal Devices (either linear radial or inclined screen) are structural best management practices designed to remove trash, vegetative material, and other particles of relatively large, gross size from stormwater runoff.

B. Catch Basin Inserts

Catch basin inserts are designed to remove oil and grease, trash, debris, and sediment and improve the efficiency of catch basins. Some inserts are designed to drop directly into existing catch basins, while others may require retrofit construction. Several varieties of catch basin inserts exist for filtering runoff.

C. Automatic Retractable Screens

Automatic retractable screens are mounted inside a storm drain inlet and are designed to remain closed to capture debris during the dry season. During storm events, the screens retract, allowing heavy flows to enter the storm drain.

D. Cartridge Filter-type Control Devices

Cartridge filter-type controls typically consist of a series of vertical filters contained in a vault or catch basin that provide treatment through filtration and sedimentation.

E. Biological Treatment Devices

Bioretention devices include raingardens, swales, and filter strips; all use plants and substrate to detain and filter stormwater to reduce excessive runoff from roads and paved surfaces, and provide opportunities for enhancing natural landscape and biodiversity elements in the urban environment.

F. In-line Trash and Debris Capture Devices (Trash Booms and Trash Nets)

Trash booms and nets are designed to assist in the control, containment and recovery of floating trash, debris, timber, urban waste or aquatic plants. Typically built as floating structures, these devices are designed to control pollution along the surface of the water.

IV. REQUIREMENTS

- The devices shall be ready for shipment, delivery and/or installation within two months of receipt of orders.
- Warranty on parts and labor shall be for a minimum of 10 years.

V. EQUIPMENT DESIGN AND SPECIFICATIONS REPORT

All proposals shall include information pertaining to the proposed stormwater treatment device, including, but not limited to: product description, design, engineering, siting, operation, and maintenance. The following information should be summarized in an Equipment Design and Specification Report (Report) for each proposed device in the given order as listed below. *A submittal that does not address all aspects of the following evaluation criteria and/or cannot be readily located within the Report will be deemed incomplete. Please provide a basis for all estimated values.*

A. Description/Design/Engineering

- Describe how the equipment meets the intent of the OCTA Tier 1 Environmental Cleanup Program.
- A detailed description of the equipment and design elements, inclusive of sizing and geometry (include diagrams or CAD files).
- Materials used to construct the equipment (i.e., stainless steel, grade, plastic, etc.).
- Flow or range of flows for which equipment is rated (in cubic feet per second).
- Estimated design life of the equipment.

B. Performance Effectiveness

- Performance effectiveness in reducing trash, litter, debris and other transportation related pollutants (percent reduction) and associated transportation related water quality impacts (include independent analyses if any).
- Trash capture (meeting the definition of “full capture system”) and storage capacity of the equipment (if applicable).
- Overflow or bypass flow capacity of the equipment when full of trash and overflowing (i.e., storage capacity of the equipment when the one-year, one hour storm is no longer fully filtered) (if applicable).
- Maximum overflow or bypass flow capacity of the device (i.e., 10-year storm event) (if applicable).
- Device performance effectiveness in terms of pounds of trash removed per total project cost (see section V., F.)

C. Siting, Operation, and Maintenance

- Description of Contractor’s installation process including consultation and review of device locations with municipal staff, traffic control during installation, and estimated time required to install each device.

-
- Description of the site-specific measurements and other information a municipality must provide the Contractor for determining the appropriate size and configuration of the device for that location (i.e. Eligible entities will need to determine how to select the right device for their desired location).
 - A discussion of any regulatory permits that may be required for installation.
 - Maintenance requirements (describe in detail how the device must be maintained and the approximate amount of time required for cleaning or maintenance. In addition, discuss whether the device has design capabilities for easy removal for cleaning or maintenance).
 - Estimated life cycle costs for maintenance.
 - Durability against external factors, such as street sweeping, car parking, etc.
 - Availability of replacement parts and life expectancy.
 - Warranty coverage and duration.
 - Aesthetics and safety.
 - Any key factors that makes the device unique among other products.

D. Contractor's Installation Background

- Ability of Contractor to have staff and/or subcontractor(s) to manufacture device and provide installation to eligible entities within Orange County.
- Experience, background, training, and number of staff and/or subcontractor(s) who will fabricate and/or install device.

E. Operating Locations, References, and Certifications

- A minimum of three locations, inclusive of address or nearest intersection, and photos of device in operation within southern California, preferably Orange County.
- References from three public agencies. (See Appendix A for Contractor's Reference Forms)
- Certifications obtained from public agencies and/or Regional Water Quality Control Boards.

VI. PROJECT MANAGEMENT, COORDINATION, AND ADMINISTRATION

A kick-off meeting with selected Contractors and the County and OCTA shall be held to discuss the contractual terms of the Master Agreement. This will establish management, coordination, and administration protocols, and address other issues, as necessary, to ensure that the contractual terms are met. The Contractor's Project Manager shall communicate and coordinate in a timely manner all work and progress with the County's Purchasing and Contract Services Manager and OCTA's ECP Manager.

A monthly progress report detailing the stormwater treatment device purchases and installation per local agency shall be prepared by the Contractor's Project Manager and submitted to the County's Purchasing and Contract Services Manager and OCTA's ECP Manager.

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

Progress reports shall include the ongoing status of work, significant accomplishments, problems encountered and anticipated with potential solutions, and work planned for the next month (by task and responsible person). In addition, the Contractor will be responsible for developing a Tier 1 Program spreadsheet to capture information from awarded ECP entities. The database will contain the following:

- Name of Entity
- Contact Name
- Contact Phone Number
- Contact E-mail Address
- Date of Installation
- Device inventory number, name, and type
- Size/capacity of device
- Location of installations
- Best estimate of catchment area
- Anticipated number of installations within the next month

The monthly progress report shall be received no later than the tenth (10th) calendar day of the month.

**ATTACHMENT B
CONTRACTORS PRICING**

A. COMPENSATION

The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with (see Model Contract) Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

B. PRICING

Contractor guarantees that pricing is based on best information from Attachment A, "Scope of Work". There are four areas for which pricing information needs to satisfy :

1. Estimated average cost of design and engineering for each type of equipment or device.
2. Estimated unit cost of equipment fabrication or cost of pre-fabricated device.
3. Estimated average cost of device installation, including labor and equipment (include separate line item for each type of device).
4. Estimated average annual life cycle cost of operation and maintenance for each type of device.

Device Type	Design and Engineering Cost	Unit Cost of Equipment Fabrication	Average Cost of Device Installation	Annual Operation and Maintenance Cost	Total Cost
CPS-Mod	\$60	\$419	\$270	\$25	\$774
GITS	\$94	\$723	\$121	\$25	\$963
ARS-CL	\$57	\$510	\$142	\$25	\$733

*****Note: All installation is "optional work" and may not be required/utilized from the Contractor, as the County may only purchase the trash devices and have a third-party licensed contractor install them at the cost of the third party. The Public Contract Code force account limits still apply.*****

PRICING

Product 1 of 3

CPS-Mod™ patented Modular Design **Water Board Certified Full Trash Capture Device**
Offered With or Without Installation

PRODUCT SIZES	CPS-Mod™ Models	Unit	Orange County Volume Discounts					
			1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
18" Discharge Pipe (with up to 6.0 SQFT of stainless steel screen & deflector, if needed)	Mod18x35-2s Mod18x42-2s Mod18x48-3s	Device & Install	\$1,376	\$1,237	\$980	\$749	\$724	\$700
	Mod18x35-1s Mod18x41-2s	Device Only	\$865	\$798	\$614	\$479	\$466	\$452
24" Discharge Pipe (with up to 9.0 SQFT of stainless steel screen & deflector, if needed)	Mod24x50-2s Mod24x38-3s Mod24x38-1s	Device & Install	\$1,697	\$1,442	\$1,118	\$889	\$821	\$795
	Mod24x41-2sT	Device Only	\$1,186	\$1,003	\$752	\$608	\$562	\$547
30" Discharge Pipe (with up to 11.0 SQFT of Stainless Steel Screen & deflector, if needed)	Mod24x52-2s Mod24x62-3s Mod24x62-4s	Device & Install	\$1,939	\$1,647	\$1,271	\$1,002	\$954	\$906
	Mod24x59-2sT Mod30x50-2s	Device Only	\$1,427	\$1,208	\$906	\$732	\$695	\$659
Larger & Custom	MOD-Custom		custom					

Price shown per Device. Shipping costs additional. Bond costs additional.
Combo-Discount (\$50) when new CPS-Mod and ARS-CL installed in same catch basin

PRODUCT OPTIONS	Product Code	Unit	Additional Cost per Unit					
			1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
Larger Size Stainless Steel Screen	SCREEN1	SQFT SS Screen	\$60	\$50	\$45	\$43	\$41	\$39
Mosquito Abatement Deflector	MAD-CPS-Mod	Deflector	\$142	\$136	\$128	\$122	\$116	\$110
Removable System	REM-CPS-Mod	CPS-Mod™	\$226	\$214	\$204	\$192	\$184	\$174
Hemmed Top for smoother edges	HEM-CPS-Mod	CPS-Mod™	\$80	\$80	\$80	\$60	\$60	\$50
Extra Bracing (eg. inbound pipes)	XBRC-CPS-Mod	CPS-Mod™	\$300	\$300	\$263	\$188	\$156	\$156

INSTALLATION OF PRODUCT

PROJECT BONDS (If Required)	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In Orange County)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Catch Basin Cleaning	CB Clean	1 CB	\$250	\$200	\$100	\$50	\$45	\$42
Staff Gauge Painting	STAFFGAUGE	CB	\$200	\$160	\$80	\$70	\$62	\$60
Traffic Control during installation	TC-1Day	7 Hours	\$1,867	\$1,867	\$1,733	\$1,733	\$1,733	\$1,690
Training Contractor	TRAIN1	1 Day	\$5,000	\$5,000	\$5,000	\$5,000	\$4,500	\$4,000
Install Support	Support1Hr	1 Hour	\$120	\$114	\$108	\$103	\$98	\$93

FIELD SERVICES

Product Maintenance Inspections		Device	\$250	\$200	\$100	\$50	\$50	\$35
Locating catch basins and inlets.		CB	\$200	\$200	\$150	\$75	\$50	\$40
Collecting Lat. / Long. of CBs		CB	\$200	\$200	\$150	\$75	\$50	\$40

PROFESSIONAL SERVICES

Custom Product Design		Hourly	\$150	\$150	\$150	\$150	\$150	\$150
Custom Drawings - Product		Device	\$300	\$263	\$225	\$225	\$225	\$188
Project Management		Hourly	\$125	\$125	\$115	\$100	\$100	\$100

PRICING

Product 2 of 3

GITS™ Grated Inlet Trash Screen *Water Board Certified Full Trash Capture Device*

With or Without Installation

Orange County Volume Discounts

PRODUCT SIZES	GITS™ Models	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Rectangular Grate 24"x 24" (or less)	GITS-24x24	Device & Install	\$1,645	\$1,413	\$1,055	\$938	\$866	\$783
		Device Only	\$1,438	\$1,220	\$897	\$817	\$751	\$680
Rectangular Grate 40"x 24" (or less)	GITS-40x24	Device & Install	\$1,833	\$1,547	\$1,165	\$1,037	\$962	\$866
		Device Only	\$1,581	\$1,312	\$972	\$890	\$822	\$740
Round 26" Diameter Grate (or less)	GITS-26R	Device & Install	\$1,731	\$1,428	\$1,078	\$950	\$867	\$783
		Device Only	\$1,524	\$1,235	\$920	\$829	\$752	\$680
Round 39" Diameter Grate (or less)	GITS-39R	Device & Install	\$2,283	\$2,007	\$1,563	\$1,422	\$1,304	\$1,175
		Device Only	\$2,013	\$1,755	\$1,357	\$1,264	\$1,154	\$1,040
Larger and Custom	GITS-Custom		custom	custom	custom	custom	custom	custom

Price shown per Device. Shipping costs additional. Bond costs additional.

Product Code	Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
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PRODUCT OPTIONS

Vector Control Port	VECT	SQFT SS Screen	\$189	\$162	\$135	\$128	\$122	\$115
Inlet Steps - Custom Design	STEPS	GITS™	\$353	\$302	\$252	\$239	\$227	\$214
Custom Drawings - Product	DRAW	GITS™ Drawing	\$300	\$263	\$225	\$225	\$225	\$188

FILTRATION OPTIONS

Hydrocarbon Polypropylene Filter (18"x24"x3")	HCPF-PIL	Filter	\$38	\$36	\$31	\$28	\$27	\$25
Others Available		Deflector	varies	varies	varies	varies	varies	varies

INSTALLATION OF PRODUCT

PROJECT BONDS (If Required)	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Inlet Cleaning prior to installation	CB Clean	1 CB	\$250	\$200	\$100	\$50	\$45	\$42
Traffic Control during installation.	TC-1Day	6 Hours	\$1,867	\$1,867	\$1,733	\$1,733	\$1,733	\$1,690
Install Support	Support1Hr	1 Hour	\$120	\$114	\$108	\$103	\$98	\$93

SEE PRICING for Field Services & Professional Services on CPS-Mod Pricing Sheet

PRICING

Product 3 of 3

ARS-CL™ Patented CamLock Automatic Retractable Screen
With Installation

					Orange County Volume Discounts				
SIZE: Catch Basin Width (ft)	Unique Screens per CB	ARS-CL™ Model	Unit	1-2 Catch Basins (CBs)	3-5 CBs	6-20 CBs	21-100 CBs	101-500 CBs	501+ CBs
up to 3'	1	ARS-CL-03	CB	\$1,155	\$1,010	\$866	\$598	\$574	\$550
3.1 - 5'	1	ARS-CL-05	CB	\$1,324	\$1,155	\$985	\$781	\$742	\$703
5.1' - 7'	2	ARS-CL-07	CB	\$2,151	\$1,868	\$1,585	\$1,245	\$1,183	\$1,121
7.1 - 10'	2	ARS-CL-10	CB	\$2,304	\$1,992	\$1,681	\$1,432	\$1,360	\$1,289
7.1 - 10' x	3	ARS-CL-10x	CB	\$2,904	\$2,500	\$2,202	\$1,855	\$1,762	\$1,670
10.1 - 14'	3	ARS-CL-14	CB	\$2,972	\$2,547	\$2,229	\$1,953	\$1,855	\$1,757
10.1 - 14' x	4	ARS-CL-14x	CB	\$3,547	\$3,025	\$2,504	\$2,295	\$2,180	\$2,065
14.1 - 16'	4	ARS-CL-16	CB	\$3,624	\$3,075	\$2,778	\$2,525	\$2,399	\$2,273
16.1 - 21'	5	ARS-CL-21	CB	\$4,392	\$3,706	\$3,322	\$3,157	\$2,999	\$2,841
16.1 - 21' x	6	ARS-CL-21x	CB	\$4,751	\$3,984	\$3,709	\$3,525	\$3,348	\$3,172
21.1 - 28'	6	ARS-CL-28	CB	\$4,839	\$4,194	\$3,904	\$3,710	\$3,525	\$3,339
21.1 - 28' x	8	ARS-CL-28x	CB	\$5,925	\$5,312	\$4,945	\$4,495	\$4,270	\$4,046

Price shown per Catch Basin (CB). Bonds costs not included. Traffic control additional.
Note: Models with "x" indicates the CB has an extra support bolt.

	Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
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PRODUCT OPTIONS

Additional Cost per Unit

Bolt-In Connections (Not Welded)	CB	Add 15%
Fixed Screen Option	CB	Subtract 15%

INSTALLATION OF PRODUCT

CONTRACT BONDS (If Req'd)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Traffic Control during install.	6 Hours	\$1,867	\$1,867	\$1,733	\$1,733	\$1,733	\$1,690
Catch basin top deck repair.		varies					

SEE PRICING for Field Services & Professional Services on CPS-Mod Pricing Sheet

C. PRICING INCREASES/DECREASES

No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred eighty (180) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain company during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

A. FIRM DISCOUNT AND PRICING STRUCTURE

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

D. CONTRACTOR’S EXPENSE:

The Contractor will be responsible for all administrative costs including but not limited to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

B. PAYMENT TERMS – PAYMENT IN ARREARS

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

C. TAXPAYER ID NUMBER

The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

G. INVOICING INSTRUCTIONS:

The Contractor shall submit invoices to County on Contractor’s letterhead. Each invoice shall have a unique number and shall include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address, if different from (1), above
3. Name of County agency/department/contact person
4. Delivery/service address

*County of Orange, OC Public Works
G2 Construction, Inc.*

*MA-080-20011478
Trash and Debris Capture Devices*

-
5. Contract number
 6. Service Date
 7. Description of Services
 8. Detailed description of commodity transition with unit price, discounted price and totals.
 9. Detailed description of total labor hours and charges by employee/location/date/time
 10. Total
 11. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts/Payables
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**AMENDMENT NO.1
FOR
TRASH AND DEBRIS CAPTURE DEVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and G2 Construction, Inc., with a place of business at 1352 E. Boarchard Ave., Santa Ana, CA 92705 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-20011478 for Trash and Debris Capture Devices, effective June 3, 2020 through June 2, 2025 (“Contract”); and,

WHEREAS, the Parties now desire to amend the Pricing Clause of the Contract effective October 5, 2021; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

- Attachment B, Section B, shall be amended to read in its entirety as follows:

PRICING

Product 1 of 3

CPS-Mod™ patented **Modular Design** **Water Board Certified Full Trash Capture System**
Offered With or Without Installation

PRODUCT SIZES	Unit	Orange County Volume Discounts					
		1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Up to 6.0 SQFT of stainless steel screen & deflector, if needed. 18" CB discharge pipe max.	Device & Install	\$2,359	\$2,120	\$1,680	\$1,284	\$1,241	\$1,199
	Device Only	\$1,623	\$1,499	\$1,154	\$899	\$874	\$849
Up to 9.0 SQFT of stainless steel screen & deflector, if needed. 24" CB discharge pipe max.	Device & Install	\$2,910	\$2,472	\$1,916	\$1,524	\$1,408	\$1,362
	Device Only	\$2,226	\$1,884	\$1,413	\$1,142	\$1,056	\$1,028
Up to 11.0 SQFT of stainless steel screen & deflector, if needed. 30" CB discharge pipe max.	Device & Install	\$3,324	\$2,822	\$2,180	\$1,718	\$1,636	\$1,554
	Device Only	\$2,680	\$2,268	\$1,701	\$1,375	\$1,306	\$1,237
CPS-Mod Mini* - Up to 4.5 SQFT screen. *Customer to verify FCS.	Device & Install	\$1,887	\$1,696	\$1,344	\$1,027	\$993	\$960

Larger & Custom devices are custom priced.

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional. Combo-Discount (\$50) when new CPS-Mod™ and ARS-CL™ installed in same catch basin on same project.

	Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
PRODUCT OPTIONS							
<i>Additional Cost per Unit</i>							
Larger Size Stainless Steel Screen	SQFT SS Screen	\$135	\$113	\$113	\$113	\$113	\$113
Mosquito Abatement Deflector	Deflector	\$320	\$306	\$288	\$275	\$261	\$248
Removable System	CPS-Mod™	\$387	\$367	\$350	\$329	\$315	\$298
Hemmed Top for smoother edges	CPS-Mod™	\$137	\$137	\$137	\$103	\$103	\$86
Extra Bracing (eg. inbound pipes)	CPS-Mod™	\$514	\$514	\$450	\$321	\$268	\$268
INSTALLATION OF PRODUCT							
PROJECT BONDS (If Required)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In Orange County)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Catch Basin (CB) Cleaning	1 CB	\$280	\$224	\$112	\$56	\$50	\$47
Staff Gauge Painting	CB	\$230	\$184	\$92	\$81	\$71	\$69
Traffic Control during installation	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Training Contractor	1 Day	\$5,600	\$5,600	\$5,600	\$5,600	\$5,040	\$4,480
Remote Support (phone or online)	1 Hour	\$138	\$131	\$125	\$118	\$112	\$107
FIELD SERVICES							
Product Maintenance Inspections	Device	\$280	\$224	\$168	\$84	\$56	\$56
Locating CBs and inlets.	CB	\$224	\$224	\$168	\$84	\$56	\$56
CB Field Review/ measurement.	CB	\$224	\$224	\$168	\$84	\$56	\$56
Collecting Lat. / Long. of CBs	CB	\$224	\$224	\$168	\$84	\$56	\$56
PROFESSIONAL SERVICES							
Custom Product Design	Hourly	\$250	\$168	\$168	\$168	\$168	\$168
Custom Drawings - Product	Device	\$336	\$294	\$252	\$252	\$252	\$210
Project Management	Hourly	\$150	\$150	\$138	\$120	\$120	\$120

PRICING

Product 2 of 3

GITS™ Grated Inlet Trash Screen

Water Board Certified Full Trash Capture System

With or Without Installation			Orange County Volume Discounts					
PRODUCT SIZES	GITS™ Models	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Rectangular Grate 24"x 24" (or less)	GITS-24x24	Device & Install	\$2,909	\$2,499	\$2,299	\$2,149	\$1,999	\$1,899
		Device Only	\$2,699	\$2,290	\$2,090	\$1,940	\$1,790	\$1,690
Rectangular Grate 40"x 24" (or less)	GITS-40x24	Device & Install	\$3,243	\$2,736	\$2,536	\$2,386	\$2,236	\$2,136
		Device Only	\$2,969	\$2,463	\$2,263	\$2,113	\$1,963	\$1,863
Round 26" Diameter Grate (or less)	GITS-26R	Device & Install	\$3,061	\$2,526	\$2,326	\$2,176	\$2,026	\$1,926
		Device Only	\$2,861	\$2,319	\$2,119	\$1,969	\$1,819	\$1,719
Round 39" Diameter Grate (or less)	GITS-39R	Device & Install	\$4,037	\$3,549	\$3,449	\$3,349	\$3,249	\$3,149
		Device Only	\$3,779	\$3,295	\$3,195	\$3,095	\$2,995	\$2,895
Larger and Custom	GITS-Custom		custom	custom	custom	custom	custom	custom
GITS LoPRO* - 5" Depth Design. *Customer to verify FCS.		Up to 30% discount on select models.						

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.

PRODUCT OPTIONS	Product Code	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
<i>Additional Cost per Unit</i>								
Vector Control Port	VECT	SQFT SS Screen	\$334	\$287	\$239	\$239	\$239	\$239
Inlet Steps - Custom Design	STEPS	GITS™	\$624	\$535	\$446	\$423	\$401	\$379
Custom Drawings - Product	DRAW	GITS™ Drawing	\$335	\$293	\$251	\$251	\$251	\$209

FILTRATION OPTIONS

Hydrocarbon Polypropylene Filter (18"x24"x3")	HCPF-PIL	Filter	\$71	\$68	\$58	\$53	\$50	\$47
Others Available		Deflector	varies	varies	varies	varies	varies	varies

INSTALLATION OF PRODUCT

PROJECT BONDS	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Inlet Cleaning prior to installation	CB Clean	1 CB	\$279	\$223	\$112	\$56	\$50	\$47
Traffic Control during installation.	TC-1Day	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Remote Support (phone or online)	Support1 Hr	1 Hour	\$138	\$131	\$125	\$118	\$112	\$107

SEE PRICING for Field Services & Professional Services on CPS-Mod™ Pricing Sheet

PRICING

Product 3 of 3

ARS-CL™ Patented CamLock Automatic Retractable Screen

With Installation

					Orange County Volume Discounts				
SIZE: Catch Basin Width (ft)	Unique Screens per CB	ARS-CL™ Model	Unit	1-2 Catch Basins (CBs)	3-5 CBs	6-20 CBs	21-100 CBs	101-500 CBs	501+ CBs
up to 3'	1	ARS-CL-03	CB	\$2,121	\$1,856	\$1,591	\$1,098	\$1,054	\$1,010
3.1 - 5'	1	ARS-CL-05	CB	\$2,433	\$2,121	\$1,809	\$1,435	\$1,363	\$1,291
5.1' - 7'	2	ARS-CL-07	CB	\$3,950	\$3,430	\$2,911	\$2,516	\$2,390	\$2,264
7.1 - 10'	2	ARS-CL-10	CB	\$4,231	\$3,842	\$3,242	\$2,762	\$2,623	\$2,485
7.1 - 10' x	3	ARS-CL-10x	CB	\$5,066	\$4,592	\$4,044	\$3,407	\$3,237	\$3,066
10.1 - 14'	3	ARS-CL-14	CB	\$5,458	\$4,678	\$4,093	\$3,586	\$3,407	\$3,228
10.1 - 14' x	4	ARS-CL-14x	CB	\$6,514	\$5,556	\$4,828	\$4,426	\$4,204	\$3,983
14.1 - 16'	4	ARS-CL-16	CB	\$6,655	\$5,647	\$5,102	\$4,638	\$4,407	\$4,175
16.1 - 21'	5	ARS-CL-21	CB	\$8,067	\$6,806	\$6,101	\$5,798	\$5,508	\$5,218
16.1 - 21' x	6	ARS-CL-21x	CB	\$8,725	\$7,318	\$6,811	\$6,473	\$6,150	\$5,826
21.1 - 28'	6	ARS-CL-28	CB	\$8,888	\$7,703	\$7,170	\$6,814	\$6,473	\$6,133
21.1 - 28' x	8	ARS-CL-28x	CB	\$10,883	\$9,757	\$9,082	\$8,256	\$7,843	\$7,430
28.1 - 35' x	10	ARS-CL-35x	CB	\$12,683	\$11,557	\$10,882	\$10,056	\$9,643	\$9,230

Price shown per Catch Basin (CB). Bonds costs not included. Traffic control additional.
Note: Models with "x" indicates the CB has an extra support bolt.

Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
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PRODUCT OPTIONS

Additional Cost per Unit

Bolt-In Connections (Not Welded)	CB	Add 15%
Fixed Screen Option	CB	Subtract 15%

INSTALLATION OF PRODUCT

CONTRACT BONDS (If Req'd)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Traffic Control during install.	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Catch basin top deck repair.		varies					

SEE PRICING for Field Services & Professional Services on CPS-Mod™ Pricing Sheet

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

G2 CONSTRUCTION, INC.*

By: John R. Alvarado
Print Name: John R. Alvarado
Title: President
Corporate Officer
Date: 10/6/2021

By: Lydia G. Alvarado
Print Name: Lydia G. Alvarado
Title: Treasurer
Corporate Officer
Date: 10/6/2021

COUNTY OF ORANGE, a political subdivision of the State of California

By: Nicholas Murray
Print Name: Nicholas Murray
Title: Deputy Purchasing Agent
Date: 10/7/2021

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

RESOLUTION NO. 23-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE PICO AND SAN CLEMENTE OUTLETS CORRIDOR RUNOFF TREATMENT PROJECT.

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of San Clemente possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City Council authorizes the nomination of the Pico and San Clemente Outlets Corridor Runoff Treatment Project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of San Clemente to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of San Clemente will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of San Clemente will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of San Clemente will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of San Clemente will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of San Clemente must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of San Clemente authorizes a formal amendment to the seven year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of San Clemente will provide a minimum of 20% in matching funds for the Pico and San Clemente Outlets Corridor Runoff Treatment Project as required by the Orange County Comprehensive Transportation Funding Program Guidelines.

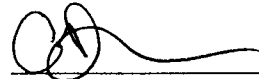
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE HEREBY RESOLVES AS FOLLOWS:

SECTION 1. To authorize Dave Rebensdorf, Utilities Director, or his designee, as the official representative of the City of San Clemente to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Pico and San Clemente Outlets Corridor Runoff Treatment Project.

SECTION 2. To agree to fund the City's share of the project costs and any additional costs over the identified programmed amount.


SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 18 day of April, 2023.



Mayor of the City of
San Clemente, California

ATTEST:



CITY CLERK of the City of
San Clemente, California


STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 23-18 was adopted at a regular meeting of the City Council of the City of San Clemente held on 18 day of April 2023, by the following vote:

AYES: CABRAL, ENMEIER, KNOBLOCK, JAMES, MAYOR DUNCAN

NOES: NONE

ABSENT: NONE


CITY CLERK of the City of
San Clemente, California

Approved as to form:


City Attorney

CITY OF SAN CLEMENTE
CONSTRUCTION CONTRACT
AVENIDA PICO AND SAN CLEMENTE OUTLETS CORRIDOR
RUNOFF TREATMENT PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this ___ day of June, 2024 by and between the City of San Clemente, a public agency of the State of California (“City”) and G2 Construction, a Corporation with its principal place of business at 1352 East Borchard Ave., Santa Ana, CA 92705 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing Installation of Storm Drain Trash Capture Devices related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: California Contractor License “A.”

2.3 Project. City desires to engage Contractor to render such services for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Federal Requirements (Exhibit “G”)
- Insurance Requirements (Exhibit “H”)

- Addenda
- Change Orders executed by the City
- 2021 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-8
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 120 WORKING DAYS, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor’s exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Eight Hundred Dollars (\$800) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the

State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Four Hundred Ten Thousand Dollars (\$410,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall 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 him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as

determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one

acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state

and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan 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 such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II

or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

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

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such

Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in

connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "H" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty

at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.15.1 Warranty Bonds. At the time of completion of the project and prior to acceptance, a warranty bond in the amount of 25% of the contract price shall be required for a period of one (1) year after City recordation of Notice of Completion.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby 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. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing

thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

G2 Construction Inc.
1352 East Borchard Ave.
Santa Ana, CA 92705
Attn: Eric Taylor

CITY:

City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
Attn: Niki Beach, Environmental Programs Analyst

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

3.17.11 Counterparts/Electronic Signature. This Contract may be executed in counterparts, each of which shall constitute an original. This Contract may be executed electronically with the same force and effect as an original ink signature. Bonds, if required, must be signed with original ink signatures and accompanied by notary acknowledgments.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

G2 Construction Inc.
("CONSULTANT")

By: _____
John Ralph Alvarado, Chief Executive
Officer/Chief Financial Officer

Dated: _____, 20__

By: _____
Lydia Gonzales Alvarado, Secretary

Dated: _____, 20__

EXHIBIT "A"
SERVICES / SCHEDULE



QUOTE

City of San Clemente

Avenida Pico & San Clemente Outlets Corridor Runoff Treatment Project

CPS-Mod™, ARS-CL™, & GITS™ for 80 PLU Catch Basins

OCTA ECP Tier 1 Grant Application '23-24

OCPW / OCTA MA-080-20011478 for Trash and Debris Capture Devices

(Good until for 90 Days)

Customer: **City of San Clemente**
 910 Calle Negocio
 San Clemente, CA 92673

Date: 4/1/2023
 Quote No.: 230401-SC

Contacts: Jacob Ohana, Project Manager
 Engineering Division
 949.542.4669
 ohanaj@San-Clemente.org

Eric H. Taylor
 By: Eric H. Taylor
 VP, Bus Dev, G2 Construction, Inc.
 714.679.2550
 etaylor@G2Construction.com

DESCRIPTION

G2 Construction (G2) proposes to custom fabricate and install our patented *Full Capture System* devices in 78 City catch basins (CBs). The installed device counts are 72 CPS-Mod™ connector pipe screens and 6 GITS™ grated inlet trash screens. G2 will also fabricate and install 197 ARS-CL™ curb-opening screens in these City catch basins. Four ARS-CL screens will be custom installed in 2 openings over X canal that cannot receive a CPS-Mod because there is not CB floor.

All 80 locations are in priority land use (PLU) areas: Commercial, Industrial, Mixed Use, Residential Medium-High Density, Public Parking, or Arterial roads.

This proposal utilizes the G2's master purchase agreement with OCPW / OCTA MA-080-20011478 for Trash and Debris Capture Devices for the City of San Clemente's OCTA ECP Project X grant application for 2023-24. The City is eligible for this piggyback contract like all Orange County cities, which guarantees the best product, service, and pricing.

G2 will install 78 Full Capture Systems and 197 unique ARS-CL™ screens. Costs for required traffic control and catch basin cleaning are included.

Products: G2 CPS-Mod™ patented connector pipe screen, 304 stainless steel, custom fab & install
 G2 GITS™ grated inlet trash screen, 304 stainless steel, custom fab & install
 G2 ARS-CL™ patented curb-opening screens, 304 stainless steel, custom fab & install

Count	City SWINL #	Land Use	Street Name	Nearest X-Street	Lat	Long	Grates	Traffic Control	G2 BMP 1: Full Capture System	G2 BMP 2: Curb-Opening Screen
1	11118	PLU	Via Pico Plaza	Avenida Pico	33.43717	-117.62259	1	TC	CPS-Mod™	ARS-CL™ -10
2	11119	PLU	Via Pico Plaza	Avenida Pico	33.43701	-117.62260	1	TC	CPS-Mod™	ARS-CL™ -10
3	11113	PLU	Via Pico Plaza	In Plaza	33.43738	-117.62091	1		CPS-Mod™	ARS-CL™ -10
4	11112	PLU	Via Pico Plaza	In Plaza	33.43635	-117.61952	1		CPS-Mod™	ARS-CL™ -10

5	11111	PLU	Via Pico Plaza	In Plaza	33.43606	-117.61946			CPS-Mod™	ARS-CL™ -05
6	11109	PLU	Via Pico Plaza	In Plaza	33.43539	-117.62032			CPS-Mod™	ARS-CL™ -05
7	11121	PLU	Avenida Pico	Calle de Los Molinos	33.43655	-117.62509		TC	CPS-Mod™	ARS-CL™ -07
8	11126	PLU	Avenida Pico	Calle De Industrias	33.43726	-117.62415		TC	CPS-Mod™	ARS-CL™ -21x
9	11125	PLU	Avenida Pico	Calle De Industrias	33.43723	-117.62422		TC	CPS-Mod™	ARS-CL™ -14x
10	11124	PLU	Avenida Pico	Calle de Los Molinos	33.43695	-117.62474		TC	CPS-Mod™	ARS-CL™ -21x
11	11123	PLU	Avenida Pico	Calle de Los Molinos	33.43673	-117.62525		TC	CPS-Mod™	ARS-CL™ -21x
12	11122	PLU	Los Melinos	Avenida Pico	33.43696	-117.62511		TC	CPS-Mod™	ARS-CL™ -21x
13	11129	PLU	Calle de Los Molinos	Avenida Pico	33.43595	-117.62452			NA	ARS-CL™ -07
14	11128	PLU	Calle de Los Molinos	Avenida Pico	33.43577	-117.62463			NA	ARS-CL™ -07
15	11117	PLU	Avenida de la Estrella	Calle de Los Molinos	33.43561	-117.62325			CPS-Mod™	ARS-CL™ -05
16	11116	PLU	Avenida de la Estrella	Calle de Los Molinos	33.43548	-117.62324			CPS-Mod™	ARS-CL™ -05
17	11120	PLU	Rincon Ct	Calle de Los Molinos	33.43468	-117.62524	1		GITS™	
18	11141	PLU	Calle de Los Molinos	Calle Valle	33.43374	-117.62460			CPS-Mod™	ARS-CL™ -14x
19	12992	PLU	Calle de Los Molinos	Calle Valle	33.43372	-117.62444			CPS-Mod™	ARS-CL™ -14x
20	12993	PLU	Calle Valle	Los Obreros	33.43329	-117.62454			CPS-Mod™	ARS-CL™ -14x
21	12994	PLU	Calle Valle	Los Obreros	33.43322	-117.62458			CPS-Mod™	ARS-CL™ -14x
22	12995	PLU	Calle Valle	Calle Valle	33.43378	-117.62584			CPS-Mod™	ARS-CL™ -21x
23	12996	PLU	Calle Valle	Calle Valle	33.43355	-117.62652	1		CPS-Mod™	ARS-CL™ -05
24	10656	PLU	Calle de Los Molinos	Los Obreros Ln	33.43291	-117.62757		TC	CPS-Mod™	ARS-CL™ -05
25	13678	PLU	Calle Lago	El Camino Real	33.43390	-117.62964			CPS-Mod™	ARS-CL™ -07
26	10658	PLU	El Camino Real	Calle Lago	33.43252	-117.62885	1	TC	GITS™	
27	10657	PLU	Calle Deschecha	Boca De La Playa	33.43223	-117.62893	1		GITS™	
28	10659	PLU	Calle Deschecha	El Camino Real	33.43228	-117.62919	1		GITS™	
29	10660	PLU	Calle Deschecha	Boca De La Playa	33.43240	-117.62988	1		GITS™	
30	13247	PLU	Boca De La Playa	Calle Desheche	33.43232	-117.62999		TC	CPS-Mod™	ARS-CL™ -14x
31	13246	PLU	Boca De La Playa		33.43198	-117.63022			CPS-Mod™	ARS-CL™ -07
32	13580	PLU	Boca De La Playa	Avenida Pico	33.43188	-117.63054			CPS-Mod™	ARS-CL™ -05
33	13579	PLU	Boca De La Playa	Avenida Pico	33.43160	-117.63083	1	TC	GITS™	
34	13575	PLU	Boca De La Playa	Avenida Estacion	33.43114	-117.63130	1		CPS-Mod™	ARS-CL™ -05
35	10654	PLU	El Camino Real	Avenida Pico	33.43280	-117.63250		TC	CPS-Mod™	ARS-CL™ -07
36	12980	PLU	El Camino Real	Avenida Pico	33.43262	-117.63230		TC	CPS-Mod™	ARS-CL™ -07
37	12981	PLU	Avenida Estacion Parking Lot		33.43193	-117.63236			CPS-Mod™	ARS-CL™ -05
38	12981	PLU	Avenida Estacion Parking Lot		33.43212	-117.63260			CPS-Mod™	ARS-CL™ -05
39	13245	PLU	Avenida Pico		33.43229	-117.63113			CPS-Mod™	ARS-CL™ -07
40	13250	PLU	Avenida Florencia	Calle Las Bolas	33.43130	-117.62714			CPS-Mod™	ARS-CL™ -28x

41	13251	PLU	Calle Las Bolas		33.43182	-117.62881			CPS-Mod™	ARS-CL™ -07
42	13248	PLU	Calle Sacramento		33.43167	-117.62903	1		CPS-Mod™	ARS-CL™ -07
43	13249	PLU	Calle Sacramento		33.43168	-117.62914			CPS-Mod™	ARS-CL™ -14x
44	13363	PLU	Avenida Pico	El Camino Real	33.43337	-117.63115		TC	CPS-Mod™	ARS-CL™ -10
45	13364	PLU	Avenida Pico	El Camino Real	33.43337	-117.63145		TC	CPS-Mod™	ARS-CL™ -10
46	13562	PLU	Avenida Pico	Avenida Vista Hermosa	33.43568	-117.62838		TC	CPS-Mod™	ARS-CL™ -10
47	13563	PLU	Avenida Pico	Avenida Vista Hermosa	33.43598	-117.62738		TC	CPS-Mod™	ARS-CL™ -07
48	13347	PLU	Ave. Vista Hermosa	Avenida Pico	33.43602	-117.62787		TC	CPS-Mod™	ARS-CL™ -05
49	13348	PLU	Ave. Vista Hermosa	Avenida Pico	33.43598	-117.62812		TC	CPS-Mod™	ARS-CL™ -14x
50	13341	PLU	Ave. Vista Hermosa	Avenida Pico	33.43636	-117.62799		TC	CPS-Mod™	ARS-CL™ -21x
51	13344	PLU	Ave. Vista Hermosa	Avenida Pico	33.43688	-117.62823		TC	CPS-Mod™	ARS-CL™ -14x
52	13345	PLU	Ave. Vista Hermosa	Avenida Pico	33.43679	-117.62850		TC	CPS-Mod™	ARS-CL™ -14x
53	13342	PLU	Ave. Vista Hermosa	Via Canon Verde	33.43759	-117.62877		TC	CPS-Mod™	ARS-CL™ -14x
54	13359	PLU	Ave. Vista Hermosa	Via Canon Verde	33.43808	-117.62932		TC	CPS-Mod™	ARS-CL™ -14x
55	13360	PLU	Ave. Vista Hermosa	Via Canon Verde	33.43820	-117.62917		TC	CPS-Mod™	ARS-CL™ -07
56	13362	PLU	Ave. Vista Hermosa	Via Canon Verde	33.43851	-117.62929		TC	CPS-Mod™	ARS-CL™ -07
57	13337	PLU	Ave. Vista Hermosa	Via Canon Verde	33.43921	-117.62999		TC	CPS-Mod™	ARS-CL™ -10
58	13339	PLU	Ave. Vista Hermosa	Via Canon Verde	33.43905	-117.63020		TC	CPS-Mod™	ARS-CL™ -07
59	13317	PLU	Ave. Vista Hermosa	Avenida Costa Azul	33.44095	-117.63181		TC	CPS-Mod™	ARS-CL™ -14x
60	13315	PLU	Ave. Vista Hermosa	Avenida Costa Azul	33.44109	-117.63158		TC	CPS-Mod™	ARS-CL™ -10
61	13335	PLU	Ave. Vista Hermosa	Outlets at San Clemente	33.44292	-117.63234		TC	CPS-Mod™	ARS-CL™ -14x
62	13336	PLU	Ave. Vista Hermosa	Outlets at San Clemente	33.44298	-117.63196		TC	CPS-Mod™	ARS-CL™ -14x
63	13334	PLU	Ave. Vista Hermosa	Outlets at San Clemente	33.44357	-117.63207		TC	CPS-Mod™	ARS-CL™ -21x
64	13590	PLU	Ave. Vista Hermosa	Outlets at San Clemente	33.44273	-117.63247		TC	CPS-Mod™	ARS-CL™ -05
65	13591	PLU	Ave. Vista Hermosa	Jim Johnson Memorial	33.44268	-117.63297			CPS-Mod™	ARS-CL™ -07
66	10646	PLU	Calle Frontera	Calle Ola Verde	33.44396	-117.62740		TC	CPS-Mod™	ARS-CL™ -10
67	10645	PLU	Calle Frontera	Calle Ola Verde	33.44406	-117.62729	1	TC	CPS-Mod™	ARS-CL™ -10
68	11034	PLU	Calle Frontera	Calle Ola Verde	33.44357	-117.62629	1	TC	CPS-Mod™	ARS-CL™ -10
69	11033	PLU	Calle Frontera	Calle Ola Verde	33.44369	-117.62614	1	TC	CPS-Mod™	ARS-CL™ -10
70	11035	PLU	Calle Frontera	Calle Ola Verde	33.44351	-117.62593	1		CPS-Mod™	ARS-CL™ -10
71	11036	PLU	Avenida Espada	Calle Ola Verde	33.44336	-117.62600			CPS-Mod™	ARS-CL™ -05
72	11037	PLU	Avenida Espada	Calle Ola Verde	33.44327	-117.62602	1		CPS-Mod™	ARS-CL™ -07
73	11038	PLU	Calle Ola Verde	Avenida Espada	33.44216	-117.62571			CPS-Mod™	ARS-CL™ -10
74	11039	PLU	Calle Ola Verde	Avenida Espada	33.44208	-117.62572			CPS-Mod™	ARS-CL™ -10
75	11045	PLU	Via Concha	Avenida Fuentes	33.44184	-117.62383			CPS-Mod™	ARS-CL™ -05
76	11046	PLU	Avenida Fuentes	Via Concha	33.44183	-117.62368	1		CPS-Mod™	ARS-CL™ -07

77	11047	PLU	Via Concha	Avenida Fuentes	33.44161	-117.62367	1		CPS-Mod™	ARS-CL™ -07
78	13605	PLU	Avenida Fuentes	Via Concha	33.44172	-117.62365	1		CPS-Mod™	ARS-CL™ -07
79	11044	PLU	Avenida Fuentes	Calle Frontera	33.44197	-117.62314	1		CPS-Mod™	ARS-CL™ -07
80	11018	PLU	Calle Frontera	Avenida Fuentes	33.44184	-117.62102	1	TC	CPS-Mod™	ARS-CL™ -07

Product Install Totals:	
72	CPS-Mod™ Full Capture Systems
6	GITS™ Full Capture Systems
197	ARS-CL™ Screens

Mobilization	\$20,500
Devices & Installation	\$361,330
Catch Basin Cleaning	\$3,900
Traffic Control	\$24,270
TOTAL CONSTRUCTION COST	\$410,000

Product Detail					
G2 Device Model			Screens/ CB	Quantity	Unit Price
1.1	CPS-Mod™	6.0 sqft	1	28	\$1,284
1.2	CPS-Mod™	9.0 sqft	1	37	\$1,524
1.3	CPS-Mod™	11.0 sqft	1	7	\$1,718
1.4	CPS-Mod™	4.5 sqft	1	0	\$1,027
1.5	Extra Bracing CPS-Mod™			6	\$321
1.6	CB Preparation CPS-Mod™			15	\$236
2.1	GITS™	40"x24" with Vector Port	1	6	\$2,625
3.1	ARS-CL™	- 5	1	15	\$1,435
3.2	ARS-CL™	- 7	2	21	\$2,516
3.3	ARS-CL™	- 10	2	15	\$2,762
3.4	ARS-CL™	- 14x	4	15	\$4,426
3.5	ARS-CL™	- 21x	6	7	\$6,473
3.6	ARS-CL™	- 28x	8	1	\$8,256
4.1	Custom Design, Drawings & Install.			4	\$966
Device & Install Sub-Total:					\$361,330
Total Systems:			Screens		
	CPS-Mod™	72		72	
	GITS™:	6		6	
	ARS-CL™			197	

Terms & Conditions:

Pricing based on OCPW/ OCTA Master Pricing with Volume Discounts.

Pricing does not include project licence or business fees.

Final design configurations and costs to be revised after final field evaluations.

Payment NET 30 days.

Thank You. We Appreciate Your Business!

City of San Clemente

G2 Construction – OCPW Master Agreement

DocuSign Envelope ID: DCA2CF3D-555D-4553-B506-8785B6BD25E

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478
Trash and Debris Capture Devices

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478
Trash and Debris Capture Devices

CONTRACT MA-080-20011478

WITH
G2 CONSTRUCTION, INC.

FOR TRASH AND DEBRIS CAPTURE DEVICES

THIS CONTRACT MA-080-20011478 for Trash and Debris Capture Devices ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; ("County") and G2 Construction, Inc., with a place of business at 1352 E. Boardchard Ave., Santa Ana, CA 92705 ("Contractor"), with a County and Contractor sometimes individually referred to as "Party" or collectively as "Parties".

ATTACHMENTS

THIS CONTRACT is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Contractor Pricing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Trash and Debris Capture Devices ; and,

WHEREAS, County solicited Contract for Trash and Debris Capture Devices as set forth herein, and Contractor represented that it is qualified to provide Trash and Debris Capture Devices to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Trash and Debris Capture Devices to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of hourly rates set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Trash and Debris Capture Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the

C026659

Page 1 of 56

Pg 1 of 54

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478
Trash and Debris Capture Devices

PRICING

Product 2 of 3

GITS™ Grated Inlet Trash Screen Water Board Certified Full Trash Capture System

PRODUCT SIZES	GITS™ Models	Unit	Orange County Volume Discounts					
			1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Rectangular Grate 24"x 24" (or less)	GITS-24x24	Device & Install	\$2,909	\$2,499	\$2,299	\$2,149	\$1,999	\$1,899
		Device Only	\$2,699	\$2,290	\$2,090	\$1,940	\$1,790	\$1,690
Rectangular Grate 40"x 24" (or less)	GITS-40x24	Device & Install	\$3,243	\$2,736	\$2,536	\$2,386	\$2,236	\$2,136
		Device Only	\$2,969	\$2,463	\$2,263	\$2,113	\$1,963	\$1,863
Round 26" Diameter Grate (or less)	GITS-26R	Device & Install	\$3,061	\$2,526	\$2,326	\$2,176	\$2,026	\$1,926
		Device Only	\$2,861	\$2,319	\$2,119	\$1,969	\$1,819	\$1,719
Round 39" Diameter Grate (or less)	GITS-39R	Device & Install	\$4,037	\$3,549	\$3,449	\$3,349	\$3,249	\$3,149
		Device Only	\$3,779	\$3,295	\$3,195	\$3,095	\$2,995	\$2,895
Larger and Custom	GITS-Custom	custom	custom	custom	custom	custom	custom	
GITS LoPRO™ - 6" Depth Design. *Customer to verify FCS.			Up to 30% discount on select models.					
Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.								

PRODUCT OPTIONS	Product Code	Unit	Additional Cost per Unit					
			1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Vector Control Port	VECT	SQFT SS Screen	\$334	\$287	\$239	\$239	\$239	\$239
Inlet Steps - Custom Design	STEPS	GITS™	\$624	\$535	\$446	\$423	\$401	\$379
Custom Drawings - Product	DRAW	GITS™ Drawing	\$335	\$293	\$251	\$251	\$251	\$209

FILTRATION OPTIONS								
Hydrocarbon Polypropylene Filter (18"x24"x32")	HCPF-PIL	Filter	\$71	\$68	\$58	\$53	\$50	\$47
Others Available		Deflector	varies	varies	varies	varies	varies	varies

INSTALLATION OF PRODUCT								
PROJECT BONDS	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Inlet Cleaning prior to installation	CB Clean	1 CB	\$279	\$223	\$112	\$56	\$50	\$47
Traffic Control during installation.	TC-1Day	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Remote Support (phone or online)	Support1 Hr	1 Hour	\$138	\$131	\$125	\$118	\$112	\$107

SEE PRICING for Field Services & Professional Services on CPS-Mod™ Pricing Sheet

C026659

PRICING

CPS-Mod™ patented Modular Design Water Board Certified Full Trash Capture System Offered With or Without Installation

PRODUCT SIZES	Unit	Orange County Volume Discounts					
		1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Up to 6.0 SQFT of stainless steel screen & deflector. If needed, 18" CB discharge pipe max.	Device & Install	\$2,359	\$2,120	\$1,680	\$1,284	\$1,241	\$1,199
	Device Only	\$1,623	\$1,499	\$1,154	\$899	\$874	\$849
Up to 9.0 SQFT of stainless steel screen & deflector. If needed, 24" CB discharge pipe max.	Device & Install	\$2,910	\$2,472	\$1,916	\$1,524	\$1,408	\$1,362
	Device Only	\$2,226	\$1,884	\$1,413	\$1,142	\$1,056	\$1,028
Up to 11.0 SQFT of stainless steel screen & deflector. If needed, 30" CB discharge pipe max.	Device & Install	\$3,324	\$2,822	\$2,180	\$1,718	\$1,636	\$1,554
	Device Only	\$2,680	\$2,268	\$1,701	\$1,375	\$1,306	\$1,237
CPS-Mod Mini™ - Up to 4.5 SQFT screen. *Customer to verify FCS.	Device & Install	\$1,887	\$1,696	\$1,344	\$1,027	\$993	\$960

Larger & Custom devices are custom priced.
Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional. Combo-Discount (\$50) when new CPS-Mod™ and ARS-CL™ installed in same catch basin on same project.

PRODUCT OPTIONS	Unit	Additional Cost per Unit					
		1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
Larger Size Stainless Steel Screen	SQFT SS Screen	\$135	\$113	\$113	\$113	\$113	\$113
Mosquito Abatement Deflector	Deflector	\$320	\$306	\$288	\$275	\$261	\$248
Removable System	CPS-Mod™	\$387	\$367	\$350	\$329	\$315	\$298
Hemmed Top for smoother edges	CPS-Mod™	\$137	\$137	\$137	\$103	\$103	\$86
Extra Bracing (eg. in-bound pipes)	CPS-Mod™	\$514	\$514	\$450	\$321	\$268	\$268

INSTALLATION OF PRODUCT								
PROJECT BONDS (If Required)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%	
Install Travel (In Orange County)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE	
Catch Basin (CB) Cleaning	1 CB	\$280	\$224	\$112	\$56	\$50	\$47	
Staff Gauge Painting	CB	\$230	\$184	\$92	\$81	\$71	\$69	
Traffic Control during installation	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427	
Training Contractor	1 Day	\$5,600	\$5,600	\$5,600	\$5,600	\$5,040	\$4,480	
Remote Support (phone or online)	1 Hour	\$138	\$131	\$125	\$118	\$112	\$107	

FIELD SERVICES								
Product Maintenance Inspections	Device	\$280	\$224	\$168	\$84	\$56	\$56	
Locating CBs and Inlets.	CB	\$224	\$224	\$168	\$84	\$56	\$56	
CB Field Review measurement.	CB	\$224	\$224	\$168	\$84	\$56	\$56	
Collecting Lat. / Long. of CBs	CB	\$224	\$224	\$168	\$84	\$56	\$56	

PROFESSIONAL SERVICES								
Custom Product Design	Hourly	\$250	\$188	\$168	\$168	\$168	\$168	
Custom Drawings - Product	Device	\$336	\$284	\$252	\$252	\$252	\$210	
Project Management	Hourly	\$150	\$150	\$138	\$120	\$120	\$120	

C026659

County of Orange, OC Public Works
G2 Construction, Inc.

MA-080-20011478
Trash and Debris Capture Devices

PRICING

ARS-CL™ Patented CamLock Automatic Retractable Screen With Installation

SIZE: Catch Basin Width (ft)	Unique Screens per CB	ARS-CL™ Model	Unit	1-2 Catch Basins (CBs)	Orange County Volume Discounts				
					3-5 CBs	6-20 CBs	21-100 CBs	101-500 CBs	501+ CBs
up to 3'	1	ARS-CL-03	CB	\$2,121	\$1,856	\$1,591	\$1,098	\$1,054	\$1,010
3.1 - 5'	1	ARS-CL-05	CB	\$2,433	\$2,121	\$1,809	\$1,435	\$1,363	\$1,291
5.1 - 7'	2	ARS-CL-07	CB	\$3,950	\$3,430	\$2,911	\$2,516	\$2,390	\$2,264
7.1 - 10'	2	ARS-CL-10	CB	\$4,231	\$3,842	\$3,242	\$2,762	\$2,623	\$2,485
7.1 - 10' x	3	ARS-CL-10x	CB	\$5,066	\$4,592	\$4,044	\$3,407	\$3,237	\$3,066
10.1 - 14'	3	ARS-CL-14	CB	\$5,458	\$4,678	\$4,093	\$3,586	\$3,407	\$3,228
10.1 - 14' x	4	ARS-CL-14x	CB	\$6,514	\$5,556	\$4,828	\$4,426	\$4,204	\$3,983
14.1 - 16'	4	ARS-CL-16	CB	\$6,855	\$5,647	\$5,102	\$4,638	\$4,407	\$4,175
16.1 - 21'	5	ARS-CL-21	CB	\$8,087	\$6,806	\$6,101	\$5,798	\$5,508	\$5,218
16.1 - 21' x	6	ARS-CL-21x	CB	\$8,725	\$7,318	\$6,811	\$6,473	\$6,150	\$5,826
21.1 - 28'	6	ARS-CL-28	CB	\$8,888	\$7,703	\$7,170	\$6,814	\$6,473	\$6,133
21.1 - 28' x	8	ARS-CL-28x	CB	\$10,883	\$9,757	\$9,082	\$8,256	\$7,843	\$7,430
28.1 - 35' x	10	ARS-CL-35x	CB	\$12,883	\$11,557	\$10,882	\$10,056	\$9,643	\$9,230

Price shown per Catch Basin (CB). Bonds costs not included. Traffic control additional.
Note: Models with "x" indicates the CB has an extra support bolt.

Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
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PRODUCT OPTIONS								
Additional Cost per Unit								
Bolt-In Connections (Not Welded)	CB	Add 15%						
Fixed Screen Option	CB	Subtract 15%						

INSTALLATION OF PRODUCT								
CONTRACT BONDS (If Req'd)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%	
Install Travel (In OC)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE	
Traffic Control during install.	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427	
Catch basin top deck repair.		varies						

SEE PRICING for Field Services & Professional Services on CPS-Mod™ Pricing Sheet

C026659

Date: April 1, 2023

CPS-Mod™, ARS-CL™ & GITS™ WARRANTY

Project: San Clemente - CPS-Mod™, ARS-CL™, & GITS™ Screens

City of San Clemente 2023-24 OCTA Measure M2's *Environmental Cleanup Program (ECP) Tier 1* – Project X

G2 Construction, Inc. hereby provides a product warranty of 10 years for the G2 CPS-Mod™ connector pipe screens, GITS™ grated inlet trash screen, and ARS-CL™ automatic retractable screens installed in catch basins for the project listed above. G2 guarantees the CPS-Mod™, GITS™, and ARS-CL™ will be manufactured and installed in accordance with the product drawings and specifications.

G2 Construction agrees to repair or replace any installed product that proves defective in its workmanship or material within one year of the project acceptance date. If an installed product proves defective within ten years, then G2 agrees to provide replacement parts at no cost. Accidents, product modifications, vandalism, unusual use, or lack of standard cleaning may nullify a product's warranty.

Requests for warranty service must be made by the product Owner, and should include photos and details.



John Alvarado, President
G2 Construction, Inc.

CITY OF SAN CLEMENTE
OCTA ECP Project X 2023-2024

DETAILED PROJECT SCHEDULE

City Council Approval of Resolution	April 18, 2023
OCTA & City Agreement Letter Signed	August 1, 2023
City Council Approval of Contract	August 15, 2023
City Award of Contract to Contractor	August 15, 2023
START - Contractor Construction/Installation	September 15, 2023
COMPLETION - Contractor Construction/Installation	December 23, 2023



Lic. #801253 - A, C8, C60
1352 E. Borchard Ave.
Santa Ana, CA 92705
714.748.4242
info@g2construction.com

Installation Schedule

City of San Clemente

2023-24 OCTA ECP, Project X

April 1, 2023

Action	Time (from signed contract & NTP)
1. Evaluate all catch basins and take detailed measurements.	3 weeks
2. Fabricate custom CPS-Mod™, GITS™ & ARS-CL™	5 weeks
3. Install custom fitted G2 Devices	6 weeks
4. Inspection and sign-off	0.5 weeks
TOTAL PROJECT (start to finish)	14.5 WEEKS

E. Design Drawings

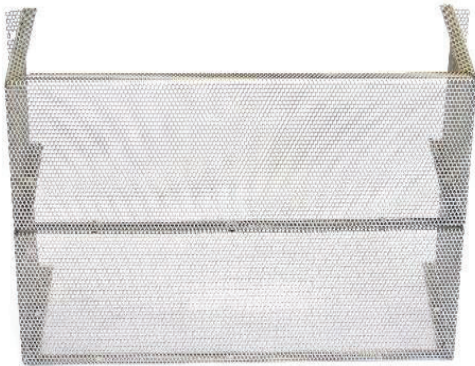


CPS-Mod™

Patented

CPS Modular Series

CA State Water Board Certified - **FULL CAPTURE SYSTEM**



G2 CPS-Mod™ Full-Capture 5mm perforated screens with patented modular design for easy installation inside catch basins. Approved by the California State Water Board, LACDPW, OCPW, OCTA, SF Bay RWQCB & agencies everywhere. The **CPS-Mod™** prevents trash, pollutants, and debris from entering waterways through the catch basin outlet pipe.

- Made from 304 Stainless Steel for extended life.
- Sized to meet or exceed 1-year, 1-hour storm.
- Modular to easily fit all catch basin types.
- Custom designed and fabricated to each catch basin to ensure compliance of no gaps > 5mm in size.
- Professionally installed by G2 or a trained & certified installer.
- Quick Release Removable (*optional*)
- Mosquito & Vector Abatement Deflector (*where required*)

Recommended with G2's ARS CamLock Series™





CPS-Mod™

Patented

CPS Modular Series

FULL CAPTURE SYSTEM Certified by California State Water Board & Regional Water Quality Control Boards

G2 CPS-Mod™ Connector Pipe Screen

Function:

- Captures all pollutants 5mm and larger that enter the catch basin.
- Pollutants prevented from exiting the catch basin:
 - Primary: plastics (food containers, bags, bottles, straws); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other all other objects.
 - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.

Design, Flexibility, & Approval:

- Custom designed and fabricated for each catch basin and its unique features.
- Fits any standard catch basin with discharge pipe on front, back, or side wall.
- Approved by State Waterboard, Los Angeles County DPW, City of LA, Orange County DPW, OCTA, San Francisco Bay Area Water Resource Board, and agencies everywhere.

Material & Fabrication:

- Made of 304 stainless steel; 14 gauge with 5mm holes.
- *"Made in California, USA"*

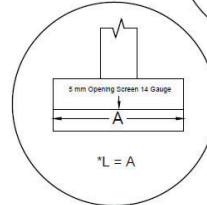
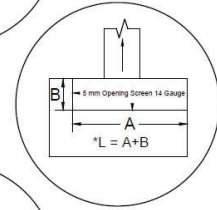
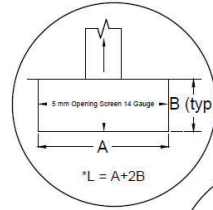
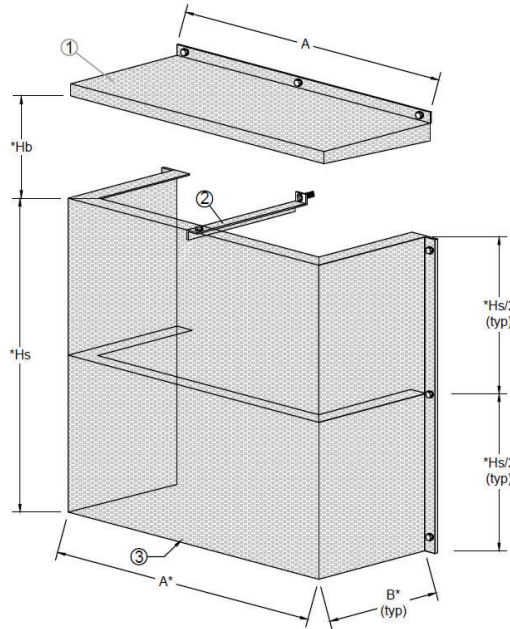
Value:

- Low initial capital investment relative to other storm water quality BMPs. Lower long-term and total lifetime costs vs. any water quality BMP or taking no action.
- Requires no replacement filters or parts.
- G2's CPS-Mod™ in combination with the G2's ARS-CL™ creates the most effective BMP system and greatest value.

Public Outreach:

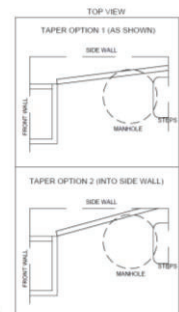
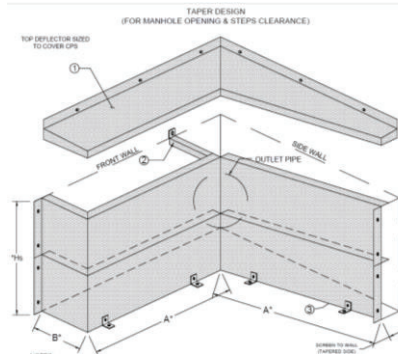
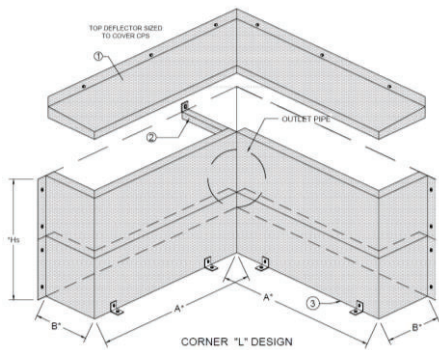
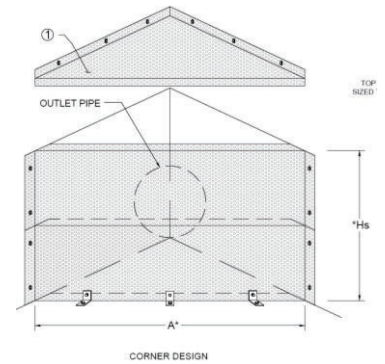
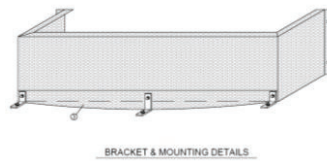
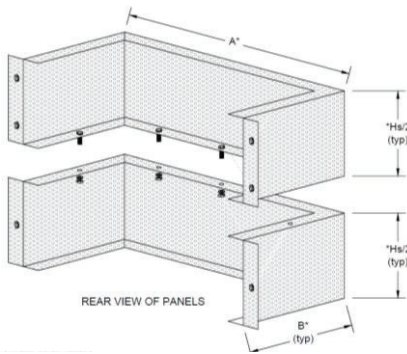
- Residents aware of the CPS-Mod™ installed in their local catch basin perceive it to be an environmental benefit and demonstrates an environmentally conscious community.

Recommended with **G2's ARS CamLock Series™** screens, for the most complete full capture system.



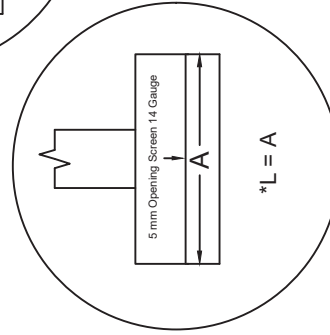
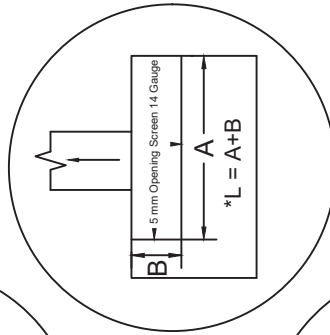
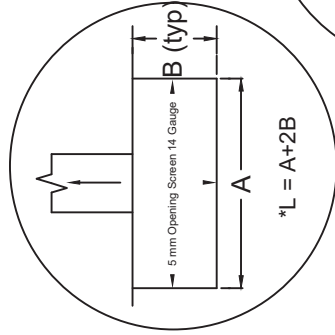
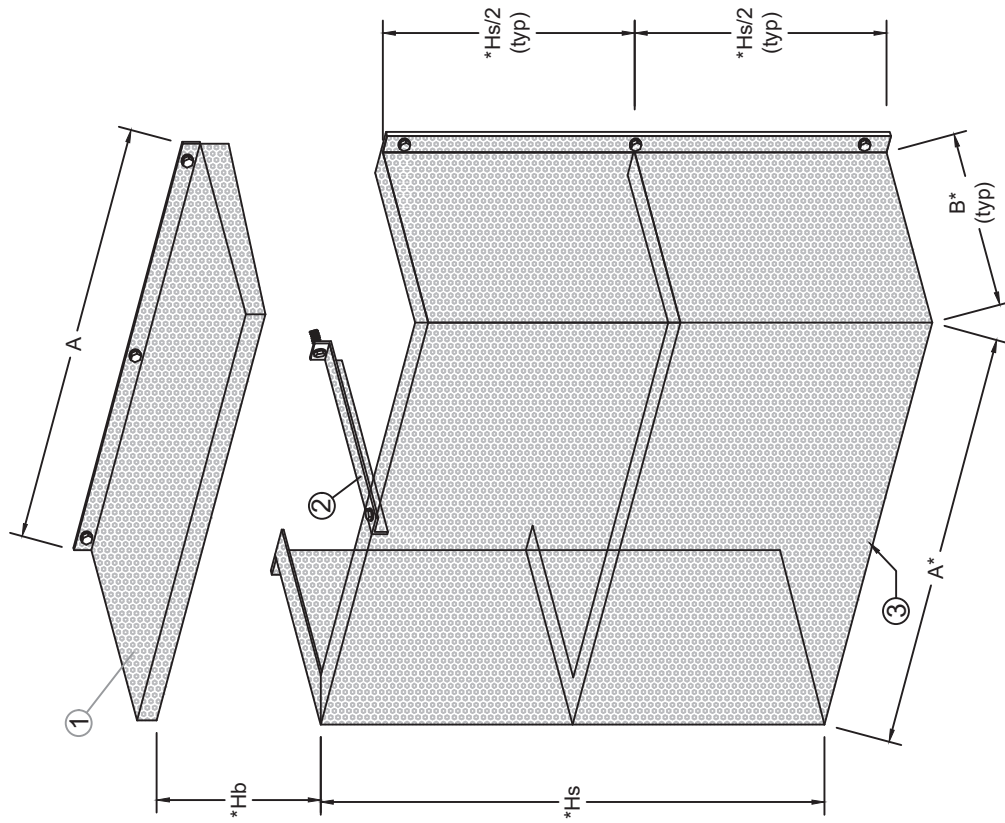
NOTES:

- ① TOP DEFLECTOR, AS NEEDED
- ② SUPPORT BRACKET WHEN $A \geq 48"$.



G2 Construction, Inc.
 Connector Pipe Screen (CPS)
 Full Capture Model: G2 CPS - Modular

Patented



NOTES:

- ① TOP DEFLECTOR, AS NEEDED
- ② SUPPORT BRACKET WHEN $A \geq 48"$.
- ③ BOTTOM TRIM SIZED TO FIT, AS NEEDED, SEE SHEET #3.

Screen made of 304 Stainless Steel
 14 gauge, with 5 mm openings.

NOT TO SCALE



GITS™ Drop-In CPS

Grated Inlet Trash Screen

State Water Board Certified FULL CAPTURE SYSTEM

G2 GITS™ grated inlet trash screen is a Full Capture System with 5mm perforations.

- Made from 304 Stainless Steel for extended life.
- Fits under any size inlet grate.
- Custom designed, fabricated & fitted to each grated inlet. "Made in California, USA"
- Sized to meet or exceed 1-year, 1-hour storm*.
- Professionally installed by G2 or by the customer.

Recommended for grated inlets.





GITS™ Drop-In CPS

Grated Inlet Trash Screen

FULL CAPTURE SYSTEM Certified by the CA State Water Board & Regional Water Quality Control Boards

GITS™ Under Grate Trash Capture Device

Function:

- Captures all pollutants 5mm and larger that enter the inlet through the grate.
- Meets CA State Water Board trash regulation Track 1 requirements.
- Easy to install, clean and maintain.
- Pollutants prevented from exiting the inlet:
 - Primary: plastics (food containers, bags, bottles, straws); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other all other objects.
 - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.

Design, Flexibility, & Approval:

- Custom designed and fabricated for each inlet and its unique features. Fits any grated inlet.
- Approved by State Water Board, Orange County DPW, OCTA, and agencies everywhere.

Material & Fabrication:

- Made of 304 stainless steel; 14 gauge with 5mm holes.
- *"Made in California, USA"*

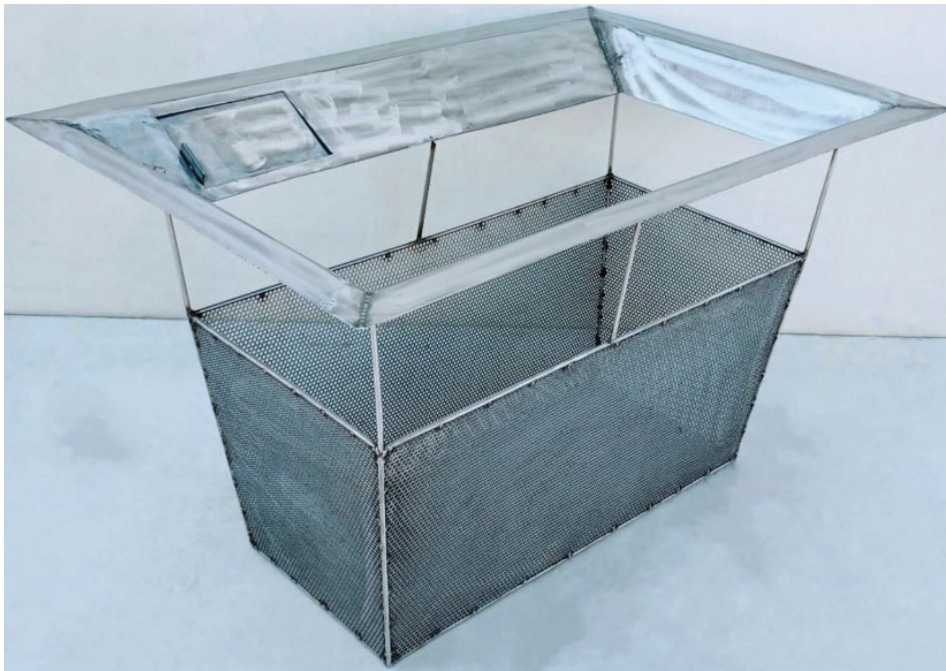
Value:

- Low initial capital investment relative to other storm water quality BMPs. Lower long-term and total lifetime costs vs. any water quality BMP or taking no action.
- Requires no replacement filters or parts.

Public Outreach:

- Residents aware of the GITS installed in their local grated inlet perceive it to be an environmental benefit and demonstrates an environmentally conscious community.

**FULL CAPTURE SYSTEM Certified by the
CA State Water Board & Regional Water Quality Control Boards**



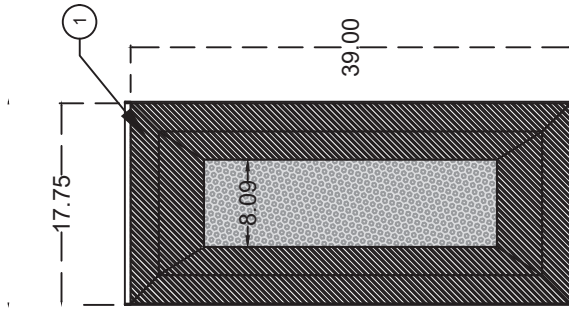
Full Capture System for
Drop Inlets with grate
covers 18" x 40"

SAMPLE DRAWING

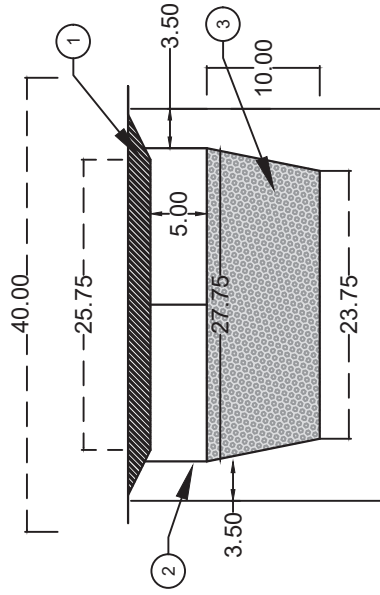
G2 Construction, Inc.

GITS™ Full Capture System
Patent Pending

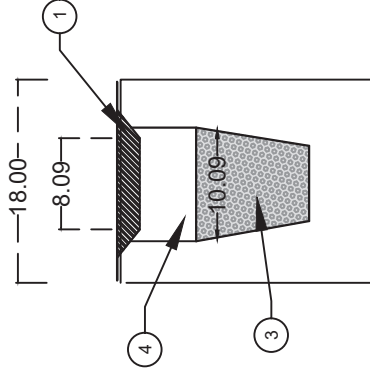
Grated Inlet Trash Screen Model :
18" x 40" with 10" Basket



Top View



Side View



End View

① 304 SS - 16 gauge Rim Assembly	③	304 SS 14 gauge, 5mm perforated material
② 304 SS Solid round bar $\frac{1}{4}$ " dia. , each baskets has 6 support members.	④	304 SS solid round bar $\frac{1}{8}$ " dia. used to trim off top of basket. Makes for no sharp edge.

Manufactured and Installed Exclusively by:
G2 Construction, Inc.

Office (714) 748- 4242
info@g2construction.com

CA Lic. # 801253 A, C-8, C-60
1352 E. Borchard Avenue
Santa Ana, CA 92705



ARS-CL™

Patented

ARS CamLock Series

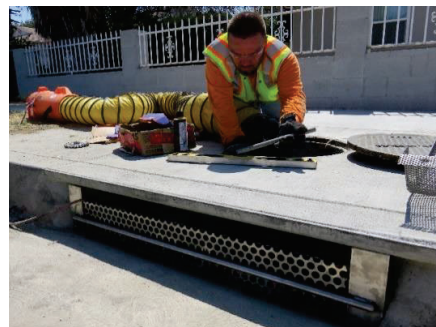


G2's ARS-CL™ automatic retractable screen with CamLock technology prevents trash and debris from entering catch basins through the curb opening. Approved by LACDPW, OCTA, OCPW, SF Bay ABAG, and most agencies. Approved for Trash Amendment TRACK 2 compliance.

Reduces catch basin cleaning costs and CPS maintenance. Prevents up to 95% of trash and debris from entering the catch basin.

- Made from 304 Stainless Steel for extended life.
- Custom designed, fabricated & fitted to each curb opening. *"Made in California, USA"*
- Independent ARS-CL™ devices open and lock between all catch basin support bolts.
- Sized to meet or exceed 1-year, 1-hour storm*.
- Professionally installed by G2.

Recommended with G2's CPS-Mod Series™





ARS-CL™

Patented

ARS CamLock Series

ARS-CL™ Automatic Retractable Screen

Function:

- Stops all pollutants $\frac{3}{4}$ inches and larger from entering catch basins and water systems.
- Significantly reduces cleaning frequency for catch basins and CPS-Mod™ maintenance.
- Pollutants prevented from entering the catch basin:
 - Primary: plastics (food containers, bags, bottles); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other objects (balls, toys).
 - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.
- Automatically unlocks and opens during storm events to prevent street flooding.
- Automatically re-locks in the closed position to prevent pollutant access.
- Low maintenance. Prevents 85-95% of trash and debris from entering the catch basin.

Design, Flexibility, & Approval:

- Custom designed and fabricated for each catch basin's curb opening.
- Fits any standard curb-face catch basin opening.
- Approved by Los Angeles County DPW, City of LA, Orange County DPW, OCTA, San Francisco Bay Area Water Quality Board, Contra Costa County DPW, and Agencies nationally.

Material & Fabrication:

- 100% stainless steel device.
- Fabricated in Orange County. *"Made in California, USA"*

Value:

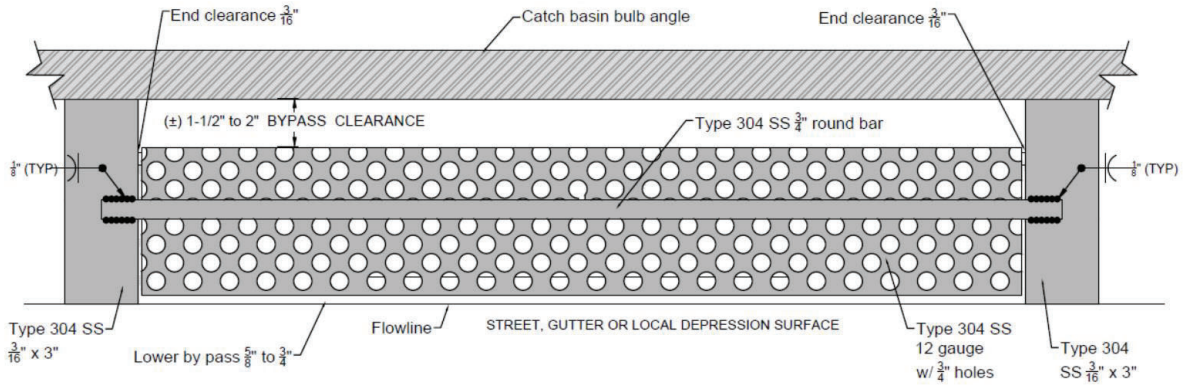
- Significantly reduces catch basin cleaning requirements and costs.
- Low initial capital investment relative to other storm water quality BMPs. Lower long-term and total lifetime costs vs. any water quality BMP or taking no action.
- Requires no replacement filters or parts.
- Works in harmony with regular street sweeping programs.

Aesthetics & Environmentalism:

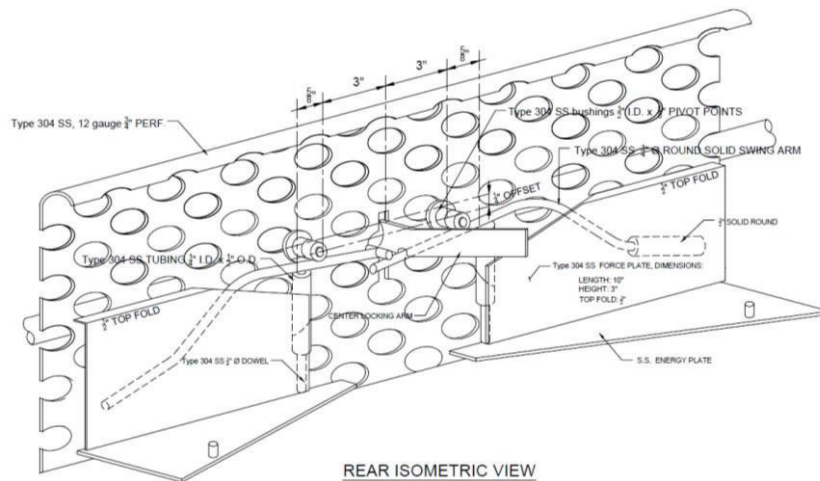
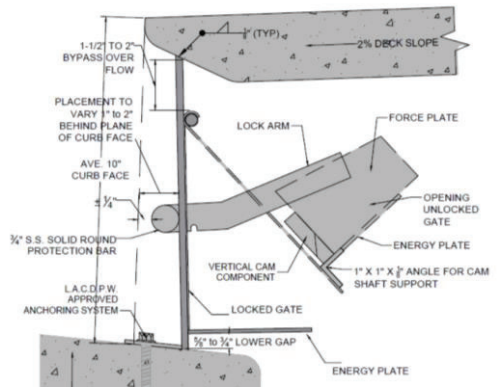
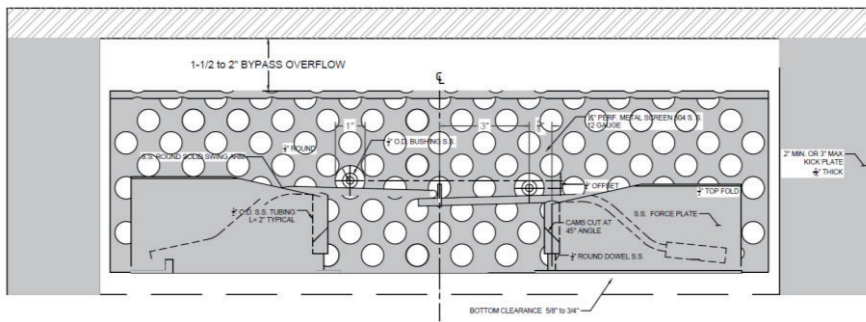
- Beautiful stainless steel devices add aesthetic value to streets and neighborhoods.
- Residents perceive the ARS-CL™ to be an environmental benefit and demonstrates an environmentally conscious community.

Recommended with **G2's CPS-Mod Series™** screens, for the most complete full capture system.

ARS CamLock Series



FRONT VIEW



REAR ISOMETRIC VIEW

State Water Resources Control Board

Certified Trash Full Capture Systems Available to the Public (Updated October 13, 2022)

TABLE 1. Catch Basin Inserts and Other Insert Systems

Applicant/Owner	Full Capture System Name	Date of Application Certification and Update (if applicable), or Fact Sheet Update	Date of Vector Control Accessibility Approval
G2 Construction, Inc.	G2 CPS-Mod™ and Removable CPS-Mod™ Screen	Application 18 06/26/19	03/15/19
G2 Construction, Inc.	G2 Grated Inlet Trash Screen	Application 19 06/26/19	04/10/19

Device Filtered Flow Rate Calculation

What are the filtered flow rates for G2 Construction devices, and how are they determined?

G2 Construction (G2) reports filtered flow rates based on hydrology modeling and testing with water flows.

Our design team applies the same formula used by the Los Angeles County Department of Public Works (LACDPW) to calculate filtered CFS (cubic feet per second) in their *TECHNICAL REPORT on Connector Pipe Screen Design and Full Capture TMDL Compliance* (April 2007). This technical report was submitted and approved by the *Los Angeles Regional Water Quality Control Board*.

CPS-Mod™ CFS Formula: $Q_{screen} = cA_{screen}\sqrt{2gh}$

Where:

Q_{screen}= Max CFS filtered thru screen.

c = Coefficient of the screen orifice for friction & turbulence.

A = Area of the screen.

g = Gravity.

h = Differential head of upstream vs. downstream side of screen.

Using this formula, G2 calculates the filtered CFS for different designs, and with different assumptions. Catch basin discharge pipes are designed and sized to transport the area's stormwater from the catch basin. G2 designs each CPS-Mod™ based on the size and location of the discharge pipe, and size and configuration of the catch basin.

In addition to modeling filtered CFS with formulas, G2 has tested our devices with flowing water. Results found that actual flowing water CFS rates were 90-95% of the modeled formulas.

However, G2 realizes there are many factors that can reduce filtration rates not included in the formulas. We take a conservative approach by applying a size factor that calculates filtration rates for a smaller device that estimated, typically 85%. This provides a safety factor.

G2 knows there are real world variables that will reduce flow rates, and screen blockage is the most common issue. For that reason, G2 designs assume that a percentage of the screen will be blocked with trash or debris, and our designs typically assume between 10-30% of the screen cannot pass water. This directly reduces the assumed filtration rates.

Each of G2's ARS-CL™ screens varies in curb opening width between 3.5' to 5', and is designed to unlock and open when 4" of water pools in front of the catch basin. The same formula is used to determine device filtered flow rates. Similarly, our designed filtered flow rates for the closed ARS-CL™ screen assumes there is some screen blockage. LACDPW has performed hydrology tests on the ARS-CL™ at the San Gabriel dam test facility and has approved the design.

Device Filtered Flow Rate Testing with Water

G2's devices have been testing using flowing water to simulate real-world conditions. Attached is a report of filtration testing performed on the patented CPS-Mod™. This test and the results were included in G2's application to the State Waterboard that resulted in the certification of G2's CPS-Mod™ and GITS™ devices as *Full Capture Systems*.

FILTERED FLOW RATE TESTING

Device Tested: G2 Construction – CPS-Mod™

Filtered Flowrate (CFS) Testing for G2 CPS-Mod™

Summary: Lab testing of G2-1 CPS-Mod™ was performed to determine filtered flow rates (CFS) in a simulated in-house catch basin system. Results showed that an average sized G2 CPS (7.0 sqft screen) will filter more than 10 CFS of water when clean. This filtered flow rate exceeds the peak flowrate of the one-year, one-hour storm event for most catch basins with discharge pipe less than 24". Results also showed that when 25% of the screen is blocked it will continue to filter at least 8 CFS.

The primary limitation of the testing was due to limited supply of water (900 gallons), which was recycled during testing. For all tests the G2-1 CPS successfully filtered all water flows without overflowing the screen. If higher CFS flow rates were available during testing, then higher maximum filtered flow rates would have resulted.

Methodology: G2 built an in-house water flow system with three chambers:

1. Water Source Chamber holds up to 120 cubic feet of water (900 gallons).
2. Test Chamber is a simulated catch basin where the tested CPS was installed.
3. Recycle Tank collects tested water (120 cubic ft; 900 gal), where it is pumped back up to the source chamber.

Test Chamber Dimensions:

Catch Basin (Test Chamber)	
CB (SPPWC) Type:	300-
Width:	3.50 ft
Front to Back:	3.16 ft
V-Depth:	3.50 ft
Discharge Pipe:	2.00 ft. in diam

Tested G2-1 CPS-Mod™ device:

Test G2 CPS Dimensions	
Height:	1.88 ft
Length Total Screen:	4.00 ft
Length (Front, side 1):	2.00 ft
Length (Side 2):	1.00 ft
Length (Side 3):	1.00 ft
Fitting Loss:	-0.50 ft
Total Area of Screen:	7.00 sqft

This CPS was tested under two scenarios:

1. 0% screen blockage.
2. 25% blockage. The bottom 25% of the screen was tightly covered with impermeable plastic barrier.

For each test, up to 120 cubic feet flowed from the water source chamber, into the test chamber and through the CPS.

Test Results:

Tests	Tested Max Flow Rate	CPS Filtered Flow	1-Year, 1-Hour Storm
1. CPS: 0% Blockage	12.9 CFS	100%	Yes
2. CPS: 0% Blockage	13.6 CFS	100%	Yes
3. CPS: 25% Blockage	10.6 CFS	100%	Yes

In all test scenarios, the G2 CPS filtered 100% of the water without water rising and overflowing the screen.

Analysis: The CPS could have filtered more water, if it was available, without overflowing. The tested G2 CPS had a filtered flowrate that exceeded 1.5 CFS per square foot of screen.

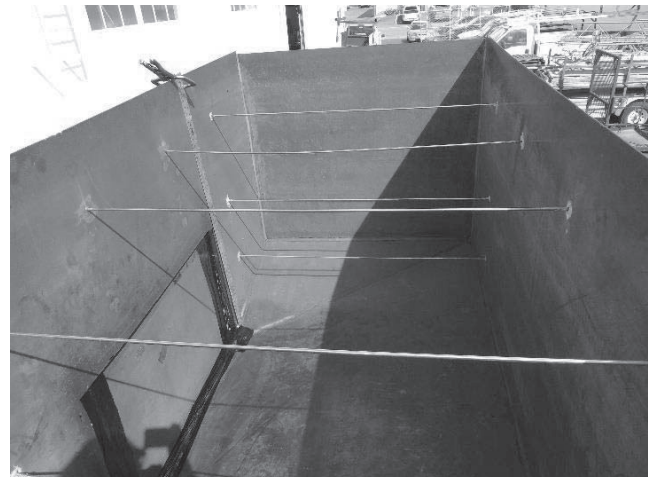
Conclusion: Testing showed that G2's CPS of average size (7 sqft screen) filters water in excess of 10 CFS. This rate exceeds the full capture requirements of most catch basins with a discharge pipe diameter less than 24". The primary limitation of this test was the inability to supply higher water volumes and flow rates. Further testing is recommended.

Photos of CFS Tests

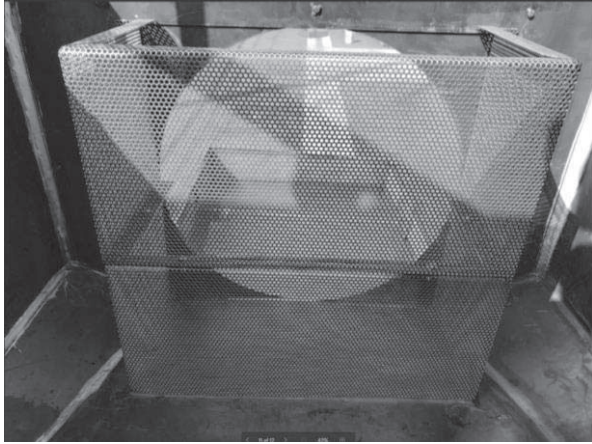
G2 CFS Tester (3 chamber system)



Water Source Chamber (120 CF / 900 Gallons)



Scenario 1: 0% Blockage of Screen



Scenario 2: 25% Blocked with plastic

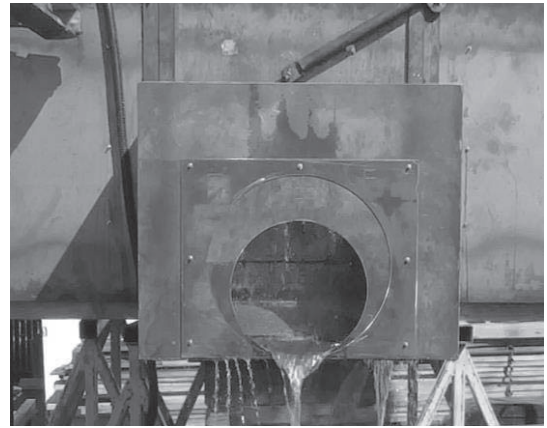


Before Test

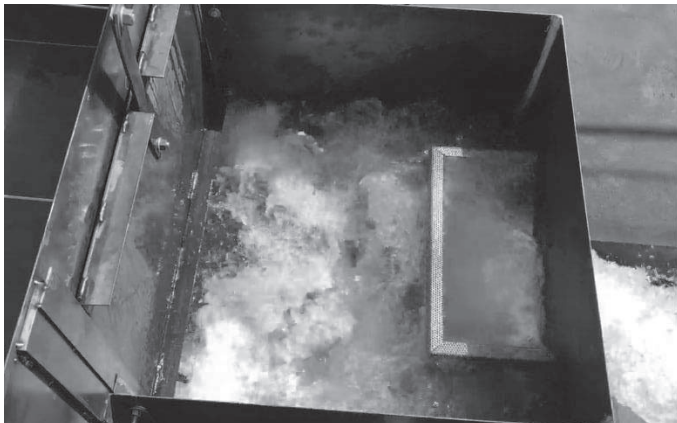
Test Chamber



Discharge Pipe



During Test



Filtered Flowrate (CFS) Testing for G2 GITS 40x24

Summary:

Lab testing of the G2 GITS was performed to determine filtered flow rates (CFS) in a simulated in-house storm water inlet. Three scenarios were tested using the standard G2 GITS 40x24 (10.9 sqft screen): 0% screen blockage, 50% screen blockage, and 71% screen blockage. Results showed that 9 CFS flow rate was successfully filtered across on all 3 tests, and projected maximum CFS of the unblocked GITS is higher than 18 CFS. This is a conservative estimate. The GITS filtered flow rates qualify it as a full capture system.

Methodology:

G2 built an in-house water flow system to simulate a storm event for a grated inlet:

1. Water Source Chamber holds up to 120 cubic feet of water (900 gallons).
2. Test Chamber is a simulated inlet where the tested GITS was installed.

For Test 1, the GITS trash collection basket's screen was completely open. For Test 2 and 3, thick waterproof tape was applied to both the inside and outside of the screen to make it completely impermeable. Test 2 (50% blockage) was conducted after the GITS bottom was blocked completely, and all 4 sides were wrapped up to a 50% height of the collection basket. Test 3 (71% blockage) was conducted after the GITS bottom was blocked completely, and 3 of 4 sides were wrapped completely. This left one side open (29% of the screen surface).

Results and Analysis:

Test 1: 0% blockage, with 9 CFS water flow, resulted in 100% filtration through the screen without overflow. Water exited from the bottom and middle of the screen, but the upper portion of the filtration basket was not utilized, indicating there was more capacity. If higher CFS flow rates were available during this test, then higher maximum filtered flow rates would have resulted. This 9 CFS filtered flow rate exceeds the peak flowrate of the one-year, one-hour storm event for most inlets with 40" by 24" grates.

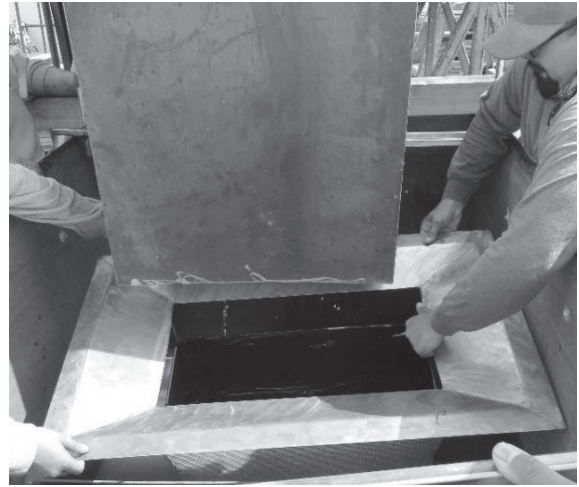
Test 2: 50% blockage, with 9 CFS, resulted in 100% filtration through the screen without overflow. The projected maximum CFS of an unblocked GITS, based on this test, is 18 CFS.

Test 3: 71% blockage, with 9 CFS, resulted in 100% filtration through the screen without overflow. The projected maximum CFS of an unblocked GITS, based on this test, is 31 CFS. The filtered flowrate of this test exceeded 2.5 CFS per square foot of screen.

Conclusion:

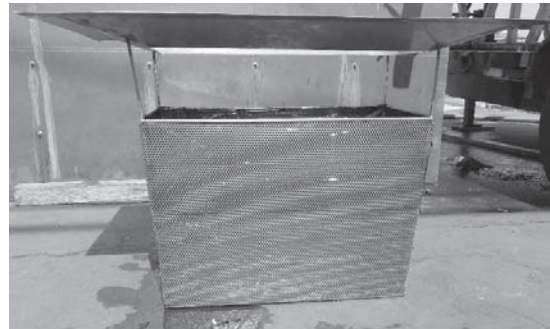
Testing showed that G2's GITS 40x24 (10.9 sqft screen) successfully filters waterflow of 9 CFS. Projected CFS exceeds 18 CFS (Test 2) and may reach 31 CFS (Test 3). The GITS filtered flow rates qualify it as a full capture system. The primary limitation of this test was the inability to supply higher water volumes and flow rates.

G2 CFS Test Chamber



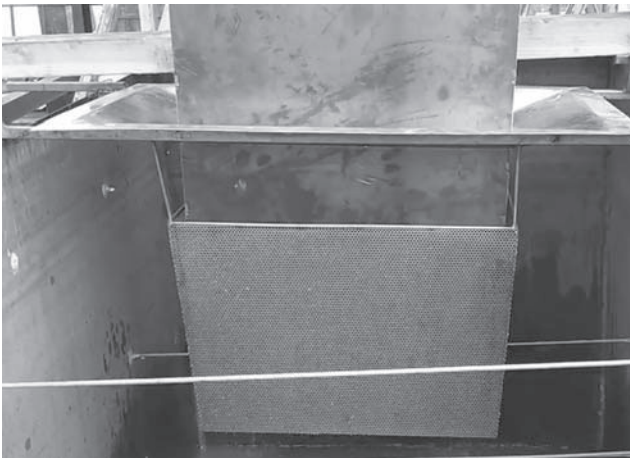
TESTS

Scenario 1: 0% Blockage of Screen

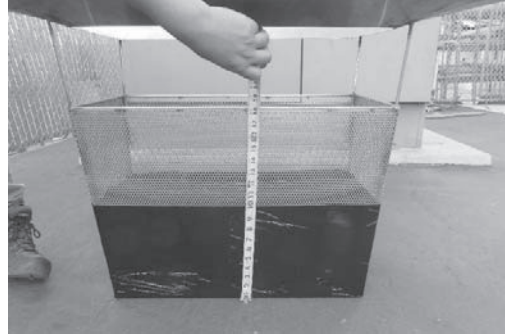


Pre-Test Setup

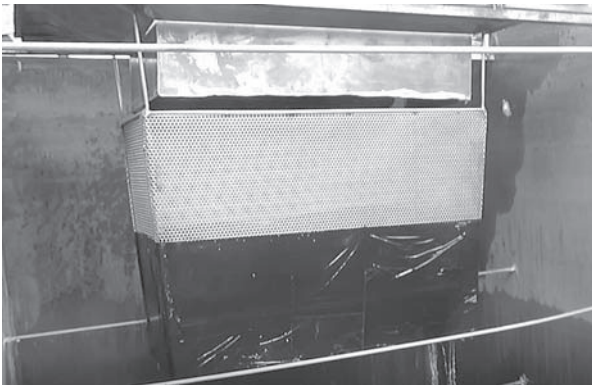
During Test (Image at Max CFS = No Overflow)



Scenario 2: 50% Blockage of Screen
(Top half open; bottom and half of 4 sides blocked)



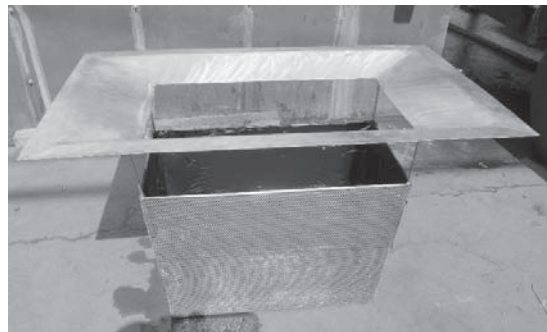
Pre-Test Setup



During Test (Image at Max CFS = No Overflow)



Scenario 3: 79% Blockage of Screen
(Front side open; 3 sides and bottom blocked)



Pre-Test Setup



During Test (Image at Max CFS = No Overflow)



CITY OF SAN CLEMENTE

Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project 2023-24

CUBIC FEET OF TRASH & DEBRIS CAPTURE (est.)

Catch Basin receiving ARS-CL™ and CPS-Mod™

CB "W" (ft)	CB Count	Linear Feet (LF) of Curb Opening	ASSUMPTIONS		Cubic Ft Trash/ Debris Captured
			ARS-CL	CPS-Mod	
3.5	15	52.5	6	3	473
7	21	147	6	2	1,176
10	15	150	6	2	1,200
14	15	210	6	2	1,680
21	7	147	6	2	1,176
28	1	28	6	2	224

774.5

Linear Feet (LF) of
Curb Opening

Catch Basin drop-inlets receiving GITS™

Grate Size	CB Count	SQFT of Grate Opening	ASSUMPTIONS		Cubic Ft Trash/ Debris Captured
			Cubic Ft/ SQFT		
40" x 24"	6	40	2		80

TOTAL	80		6,009
	CB Count		Cubic Ft Trash/ Debris Captured per Year



CREDENTIALS & QUALIFICATIONS

Background & Experience

G2 Construction started operations in Orange County in 2001 with strong foundations in welding, concrete construction, shop fabrication, and field work. The company began designing, fabricating, and installing catch basin curb opening automatic retractable screens (ARS) and full-capture connector pipe screens (CPS) and other stormwater protection devices for Los Angeles County Department of Public Works (LACDPW) and southern California municipalities in 2002.

Since then, G2 has fabricated and installed tens of thousands of approved catch basin inserts and screen covers on hundreds of stormwater projects in the Orange County and Los Angeles area. G2 offers complete solutions by performing project evaluation and consultation on stormwater devices and then designing, fabricating, and installing highly effective devices to meet and exceed specifications.

G2's General Credentials

- Orange County Public Works (OCPW) and OCTA M2 Environmental Cleanup Program approved storm water quality devices:
 - CPS-Mod™ patented Full Capture System approved by State Waterboard.
 - GITS™ grated inlet trash screen Full Capture System approved by State Waterboard.
 - ARS-CL™ patented automatic retractable screen.
- OCPW ranks G2 Construction as their #1 stormwater device provider (2020 RFP & 2014 RFP). Awarded Master Purchase Agreements covering 2015 - 2025.
- Los Angeles County Dept. of Public Works & City of Los Angeles Bureau of Sanitation approved products: ARS-CL™ & CPS-Mod™
- Association of Bay Area Governments (ABAG) Approved products (all)
- California Contractor Licenses: A (General Contractor), C-8 (Concrete), C60 (Welding)
- Orange County Local Small Business (OCLSB) certified. [see Attached]
- Disadvantaged Business Entity (DBE) certified. [see Attached]
- Minority Business Entity (MBE) certified. [see Attached]
- Small Business Entity (SBE) certified.

G2's Technical Expertise

G2 Construction is at the forefront of the stormwater device industry. G2 has designed and fabricated the most advanced stormwater protection devices to solve the needs of public agencies and private developers. Our advanced methodologies for fabrication and installation have made G2 the industry leader in providing custom-fitted stainless steel catch basin inserts and curb opening screen covers.

G2 has developed a high degree of technical expertise by incorporating all phases (evaluation, consulting, design, fabrication, installation, reporting) of stormwater projects, and learning from hundreds of installed projects over the years. We have become extremely familiar with all the procedures required for success.

Our depth of knowledge and technical experience has been the result of solving many dozens of challenges and constraints of projects over two decades. This includes, among many others, solving for all the various catch basin types and sizes and conditions that we face in the field.

We've learned something new from most projects and most clients. Our experiences with cities in Orange County and throughout southern California have been very good for many years. Because many cities have developed an advanced knowledge of the industry and recognize quality and value, it makes G2's work more effective, efficient, and valuable.

Fortunately, G2's strong culture for project management helps us to organize projects effectively and manage diverse teams. This has enabled G2 to have a 100% rate of success for completing projects and within budget.

G2 provides its technical expertise and installation services throughout California and focuses on the Orange County and Los Angeles County regions.

Letters of Reference

G2's customers provide additional insights into our qualifications. Attached are a few letters of our customer letters of recommendation.

EXHIBIT "B"
PLANS AND SPECIFICATIONS
(SEE ATTACHED EXHIBIT A)

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

WORKERS COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: _____, 20____

Consultant

By: _____

Title

Address

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"
PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of San Clemente (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or 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 the Contract Documents 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 intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of San Clemente (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies 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 Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City 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 and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

EXHIBIT "G"
FEDERAL REQUIREMENTS
(NOT APPLICABLE)

EXHIBIT "H"

- 36 -

INSURANCE REQUIREMENTS

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract as required in section 1.1.12 of this agreement.

3.13.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Contract for work to be performed hereunder, and without limiting the indemnity provisions of the Contract, the Contractor, in partial performance of its obligations under such Contract, shall procure and maintain in full force and effect during the term of the Contract the following policies of insurance. 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.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Contract.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** 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 per accident for bodily injury and disease.

(D) **Contractors Pollution Liability:** Not used.

3.13.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability**

(1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers 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) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms of purposes of this Contract. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the

form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled 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.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled 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.

(C) Workers' Compensation:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents and volunteers.

(2) Cancellation: Required insurance policies shall not be canceled 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.

3.13.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability, Automobile Liability insurance (if required) shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.13.5 Waiver of Subrogation. All policies of Commercial General Liability, Automobile Liability insurance (if required) shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.13.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention in excess of \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.13.7 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 on forms approved by the City, together with all endorsements affecting each policy. Required 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. 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, and not replaced immediately so as to avoid a lapse in the required coverage, 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.

3.13.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Contract, effective upon notice.

3.13.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.13.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.13.11 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.13.12 Insurance for Subcontractors. Contractor shall include all Subcontractors as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as additional insureds to the Subcontractor's policies. All policies of Commercial General Liability insurance provided by Subcontractors shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13. Contractor shall not allow any Subcontractor to commence work until it has received satisfactory evidence of Subcontractor's compliance with all insurance requirements under this Contract, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

RESOLUTION NO. 24-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDED A CONSTRUCTION CONTRACT TO G2 CONSTRUCTION, INC. FOR THE AVENIDA PICO AND SAN CLEMENTE OUTLETS CORRIDOR RUNOFF TREATMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$410,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 (EXISTING FACILITIES, 14 CCR SECTION 15301) OF THE STATE CEQA GUIDELINES

WHEREAS, the City of San Clemente owns and operates a Municipal Separate Storm Sewer System (MS4) for the purposes of separating stormwater flows from the collection of municipal wastewater and protecting infrastructure and private property; and

WHEREAS, under the National Pollutant Discharge Elimination System (NPDES), the City must comply with the conditions of a valid permit for discharges from its MS4, specifically, Order Number R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100, issued and enforced by the San Diego Regional Water Quality Control Board ("MS4 permit"); and

WHEREAS, the City also must comply with the 2015 Trash Amendments to the MS4 permit, which require full capture of trash greater than 5 mm in diameter in all high-traffic Priority Land Use areas; and

WHEREAS, the City intends to accomplish compliance with the Trash Amendments by "piggybacking" on the County of Orange Master Agreement with G2 Construction, Inc., which was executed for the purpose of assisting cities with such compliance, and which is permissible under California Public Contract Code 20652; and

WHEREAS, the City finds that G2 Construction, Inc. can provide quality catch basin inserts at fair pricing and in a manner eligible for the \$328,000 in previously awarded OCTA Environmental Cleanup Program grant funding.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

Section 1. That the above recitations are true and correct and incorporated fully herein.

Section 2. That the project is categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 (Existing Facilities, 14 CCR section 15301) of the State CEQA Guidelines because it consists of repair of existing public facilities involving no expansion of an existing use and there is no possibility of a direct or reasonably foreseeable indirect substantial impact on the environment.

Section 3. That the Construction Contract for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Project No. 23805, is hereby awarded to G2 Construction, Inc.

Section 4. That the City Manager is authorized and directed to execute a construction contract for the Avenida Pico and San Clemente Outlets Corridor Runoff Treatment Project, Project No. 23805 with G2 Construction, Inc. in an amount not to exceed \$410,000, in a form substantially similar to that presented to the City Council on June 18, 2024 and to take such action and execute such other and further documents as may be necessary and proper to accomplish the purposes of this resolution.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this ____ day of _____, _____.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-106 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney