NOTICE INVITING BIDS

1. NOTICE IS HEREBY GIVEN that the Board of Supervisors of Orange County, California will receive sealed bids up to 2:00 p.m., on **Wednesday, April 14, 2010**, in the office of the Clerk of the Board of Supervisors, Hall of Administration, 333 West Santa Ana Boulevard, Bldg. 10 Civic Center Plaza, Room 101 (corner of Santa Ana Boulevard and Broadway), Santa Ana, California, at which time said bids will be publicly opened and read in Room 169 on the first floor for the following:

   Project: **401 South Tustin Street**
   Location: **401 S. Tustin Street, Orange, CA 92866**
   Project No.: **100-042-042-042-P210-4200**
   Est. Construction Cost: **$13,500,000**

2. All of said work to be performed in accordance with drawings and specifications, which are available for purchase after February 3, 2010 at OCB Reprographics, 504 W. Chapman Ave., Unit A, Orange, California, 92868, Telephone (714) 532-4852, contact: Richard Fernandez. Call in advance for price and to order to avoid delay. For additional information, contact the Project Manager, **Stephen Johsz**, at (714) 667-4918.

3. The classification of contractors license required in the performance of this contract is **B, with a listed subcontractor who possesses an Asbestos Certification and a Hazardous Substance Removal Certification to perform asbestos and lead-based paint removal.**

4. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, this contract requires payment of not less than the general prevailing rate of per diem wages. The Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Board of Supervisors, or visit the website of Department of Industrial Relations, Prevailing Wage Unit at *www.dir.ca.gov/DLSR/PWD*.

5. Each bidder must submit with his bid a certified or cashier's check, cash or an *original* bidder's bond issued and executed by an admitted Surety insurer (authorized to transact surety insurance in California), made payable to the order of the County of Orange in an amount not less than five percent of the sum bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded him (e.g., if the bidder's bond is 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). In the event of failure to enter into such contract, the said amount will be forfeited to said County of Orange.

6. The successful bidder shall be required to furnish a Performance Bond in an amount equal to 100 percent of the amount of the contract and a Payment Bond in the amount of 100 percent of the contract, said bonds to be first approved by the County Counsel and the Risk Manager of Orange County.

7. Pursuant to Section 22300 of the Public Contract Code of the State of California, the contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the County of Orange to ensure performance under the contract.

8. The Board of Supervisors reserves the right to reject any or all bids and to waive any informality in any bid received.

9. A **MANDATORY** one-time pre-bid **JOB WALK** and meeting will be conducted on February 24, 2010 at 10:00a.m., SHARP. No one will be admitted after 10:15a.m.. **Meet at 401 S. Tustin Street, Orange, CA 92866.** The job walk/meeting will allow bidders to acquaint themselves with the project site and conditions under which the work will be conducted. No other opportunity will be allowed to bidders to enter the site before bid date, because the buildings are currently occupied and the site is secure. Failure of any bidder to attend this **MANDATORY JOB WALK** shall constitute a substantial variation from the requirements of the contract documents and the bid of any bidder not in attendance will be rejected. An attendance sign-in sheet will be available and all potential bidders must sign-in to verify their attendance. **Subcontractors, materials suppliers, and vendors are encouraged to attend.**

BY ORDER OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

Dated _____

_____
DARLENE J. BLOOM
Clerk of the Board of Supervisors
of Orange County, California

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Drawings and specifications will be available for purchase on or after February 3, 2010 at OCB Reprographics, Inc., 504 W. Chapman Avenue, Unit A, Orange, CA 92868. Telephone Number: (714) 532-4852. Call in advance to order plans and avoid delay.

2. PROPOSALS

Bids to receive consideration shall be made in accordance with the following instructions:

A. Bids shall be made upon the proposal form contained herein. All items shall be properly filled in; numbers shall be stated both in writing and in figures, and shall be in ink or typed. The signatures shall be in longhand and in ink. The completed form shall be without alterations, interlineations, or erasures.

B. Bids shall be submitted only upon the items stated in the plans and specifications; bids upon other bases will not be considered. Bids that are not submitted on the prescribed forms may be rejected.

C. The County reserves the right to accept bids on work and alternatives listed in the form of proposal in sum total or individually or in any combination unless the form of proposal makes specific provision to the contrary.

D. Unless called for, alternative bids will not be considered.

E. Modification of bids already submitted will be considered if received at the office designated in the Notice Inviting Bids by the date and time set forth for the opening of bids.

F. Pursuant to the provisions of Sections 4100 through 4114 of the Public Contract Code of the State of California, every bidder shall set forth in his bid:

(1) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total bid.

(2) The portion of the work which will be done by each such subcontractor.

G. In the event that alternative bids are called for and contractor intends to use different or additional subcontractors on the alternative or alternatives, he shall fill out additional forms of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or alternative bids.

H. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of the bidder's total bid, bidder agrees to perform that portion himself. The successful bidder shall not, without the consent of the OC Public Works, either:

(1) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original bid.

(2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

I. Each bidder must submit with his bid a certified or cashier's check, cash or an *original* bidder's bond issued and executed by an admitted Surety insurer (authorized to transact surety insurance in California), made payable to the order of the County of Orange in an amount not less than five percent of the sum bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded him. In addition, if the bidder's bond is 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. In the event of failure to enter into such contract, the proceeds of the check or cash will be forfeited or, in case of bond, the full sum thereof will be forfeited to the County of Orange.

J. Before submitting a bid, bidders shall carefully examine the drawings, read the General Conditions, Supplementary General Conditions, Specifications, and the form of Agreement, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract.

K. Bids, and modifications thereof, if any, shall be delivered to the office of the Clerk of the Board of Supervisors, County of Orange, California, located at Hall of Administration, 333 W. Santa Ana Boulevard, Bldg. 10 Civic Center Plaza, Room 101 (corner of Santa Ana and Broadway Boulevards) in Santa Ana on or before the day and hour set for the opening of bids in the Notice Inviting Bids, enclosed in a sealed envelope, and bearing the title of the work and the name of the bidder.

3. MODIFICATIONS AFTER BID OPENING

A modification which is received from an otherwise successful bidder and which makes the terms of the bid more favorable to the County will be considered at any time it is received and may thereafter be accepted.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written request received from bidders prior to the time set for opening of bids.

5. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a bidder find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify the County, in writing. Should it be found that the point in question is not clearly and fully set forth, a written addendum will be sent to all persons receiving a set of documents. The County will not be responsible for any oral instructions.

6. ADDENDA OR BULLETINS

Any Addenda or information issued during the time of bidding, or forming a part of the documents used for the preparation of the bid, shall be covered in the bid and shall be made a part of the Contract.

7. OPENING OF BIDS

Bids will be publicly opened and read, at the time and place set in the Notice Inviting Bids.

8. AWARD OR REJECTION OF BIDS

A. The award of the Contract, if it is awarded, will be to the lowest responsive and responsible bidder complying with these instructions and the Notice Inviting Bids.

B. The County reserves the right to reject the bid of any or all bidders and to waive any informality in the bids received.

9. BONDS

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract price. Said bonds shall be secured from a surety company satisfactory to the County and in accordance with the General Conditions.

Signature of Surety representative must be notarized.

10. SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid, as prime Contractor, for the same work. A person, firm or corporation who has submitted a subproposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other bidders.

12. BIDS TO BE LEFT ON DEPOSIT

Unless otherwise required by law, no bid (opened), nor any part thereof, may be withdrawn by the bidder for a period of sixty (60) days after the opening of bids.

13. NON-COLLUSION AFFIDAVIT

The County may require that the principal Contractor shall, before awarding any subcontract, secure from the proposed subcontractor a Non-Collusion Affidavit.

14. SUBSTITUTION

Where the specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a bidder wishes to propose the use

of another item as being equal, he shall request approval therefore as set forth in Section 01640 of the Specifications.

15. CONTRACTOR'S LICENSE

No bid may be considered from a Contractor who, at the time the contract is awarded, is not licensed to perform the work of the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the decision of the Contractors State License Board shall prevail. This requirement is not a mere formality, and it will not be waived by the Board of Supervisors. The classification of Contractor's license required in the performance of this contract is **B, with a listed subcontractor who possesses an Asbestos Certification and a Hazardous Substance Removal Certification to perform asbestos and lead-based paint removal.**

16. SITE CONDITIONS AND CONDITIONS OF WORK

A. Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder must inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.

B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

C. Insofar as possible, the successful bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the County, its consultants or any separate contractor.

17. DETAILED BID BREAKDOWN

If the County directs, the bidder shall provide a detailed breakdown of his bid, acceptable to the County. In addition to verifying accounting requirements, the breakdown may be used by the County to determine whether the bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal.

18. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder, and whose bid is considered to be in the best interest of the County.

A. The Lowest Bidder is determined as detailed in Instructions to Bidders, Paragraph 2.C.

B. A Responsive Bidder shall mean a bidder who has submitted a bid which conforms, in all material respects, to the bidding documents.

C. A Responsible Bidder shall mean a bidder who has the capability, in all respects, to perform fully the contract requirements and, the moral and business integrity and reliability

which will assure good faith performance. In determining responsibility, the following criteria will be considered:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

(2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

(4) The quality of performance of previous contracts or services.

To determine which bidder is the lowest responsive and responsible bidder, the County may require from the bidder additional information identified after the bid opening. Some or all of the items listed below may be required by the County to be submitted by the bidder for review and approval by the County prior to award of the construction contract.

For example, information regarding the following will be considered:

(a) The administrative and consultant cost overruns incurred by the County on previous contracts with bidder.

(b) The bidder's compliance record with contract terms and conditions on other projects.

(c) Reports by project owners that the bidder exercised excessive and/or unsubstantiated extra cost proposals and claims on other projects.

(d) The bidder's record as reported by project owners for completion of the work within the Contract Time and/or within Contract Milestones and the bidder's compliance with scheduling and coordination requirements on other projects.

(e) The bidder's demonstrated cooperation with the County, the Architect and other contractors on previous County contracts.

(f) Whether the work performed and materials furnished on previous contracts were in accordance with the Contract.

(5) The compliance by the bidder with laws and ordinances relating to previous and existing contracts or services.

(6) The sufficiency of the bidder's financial resources and the ability of the bidder to perform the contract or provide the service.

(7) The quality, availability and adaptability of the goods or services proposed by the bidder for the particular use required.

(8) The ability of the bidder to provide future maintenance and service for the warranty period of the contract and the bidder's record of providing warranty service on previous projects.

(9) Whether the bidder is in arrears to an owner on debt or contract or is a defaulter on surety to an owner.

(10) Such other information as may be secured by the County or the Architect having a bearing on the decision to award the contract, to include, but not limited to:

(a) The ability, experience and commitment of the bidder to properly and reasonably plan, schedule, coordinate and execute the work. For purposes of verifying the foregoing, bidder must (within 5 days of bid opening) provide a minimum of three references from project owners for whom bidder has successfully completed projects of similar size, scope and complexity.

(b) Whether the bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.

D. The purpose of the above is to enable the County, in its opinion, to select the bid which is in the best interests of the County. The ability of the low bidder to provide the required bonds will not of itself demonstrate responsibility of the bidder.

E. The County reserves the right to require from the bidder financial statements indicating current financial status, prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in the State of California.

F. The County reserves the right to defer award of this contract for a **period of sixty (60) days** after the bid opening. During this period of time, the bidder shall guarantee the prices quoted in his bid.

19. BIDDERS QUESTIONS, ADDENDA, AND INTERPRETATIONS

A. Bidders and sub-bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding and Contract documents, or other Contract documents, or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other Contract documents will be made orally to any bidder.

B. Every request for such interpretation should be in writing addressed to the County, and to be given consideration, must be received at least ten (10) days prior to the date fixed for the opening of the bids.

C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bidding documents which, if issued, shall be mailed and/or faxed to all prospective bidders (at the respective addresses furnished for such purposes) not later than two (2) calendar days prior to the date fixed for the opening of bids. Neither the Architect nor the County will be responsible for any other explanations or interpretations of the proposed documents. All addenda so issued shall become part of the Contract. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted.

D. If the bidder or any sub-bidder (any person bidding to the bidder and/or subsequently in contract with the bidder), relating to the subject project knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the bidding or contract documents, said bidder (or sub-bidder) has an obligation to seek a clarification in writing thereof from the County prior to bid. The County will welcome such clarification requests, and, if deemed necessary by the County and/or the Architect, the County will issue a written addendum clarifying the matter in question.

E. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all addenda.

20. TIME FOR COMPLETION & LIQUIDATED DAMAGES FOR NON-COMPLETION

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed in the County-Contractor Agreement.

21. LOCATION OF WORK

The site of the proposed work is County-owned property at 401 South Tustin Street, Orange, CA 92866.

22. MANDATORY PRE-BID JOBWALK & MEETING

The County will conduct a **MANDATORY** pre-bid job walk at the following place and time:

A **MANDATORY** one-time pre-bid **JOB WALK** and meeting will be conducted on, **February 24, 2010** at **10:00am**, SHARP. No one will be admitted after 10:15a.m.. **Meet at 401 South Tustin Street, Orange, CA 92866**. The job walk/meeting will allow bidders to acquaint themselves with the project site and conditions under which the work will be conducted. No other opportunity will be allowed to bidders to enter the site before bid date, because the buildings are currently occupied and the site is secure. Failure of any bidder to attend this **MANDATORY JOB WALK** shall constitute a substantial variation from the requirements of the contract documents and the bid of any bidder not in attendance will be rejected. An attendance sign-in sheet will be available and all potential bidders must sign-in to verify their attendance. **Subcontractors, materials suppliers, and vendors are encouraged to attend.**

PROPOSAL

TO OC PUBLIC WORKS/OC FACILITIES/A&E PROJECT MANAGEMENT

BIDDER (Firm Name) _____

LOCATION (City) _____

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

Project: **401 South Tustin Street**

Project No.: **100-042-042-042-P210-4200**

Location: **401 S. Tustin Street, Orange, CA 92866**

in accordance with the plans and specifications on file at the office of the OC Public Works/A&E Project Management for the sum of:

Base Bid _____

_____ **Dollars ($_____), which includes Allowance Nos. 1, 2, 3 and 4.**

Allowance No. 1: Allow the sum of $100,000 for permit costs and miscellaneous fees. The sum allocated for permit fees shall be deposited with the OCPW Planning Department at the time permits are obtained.

Allowance No. 2: Allow the sum of $50,000 for removal and disposal of unknown hazardous material discovered during demolition of underground utilities/structures, excavation and grading.

Allowance No. 3: Allow the sum of $7,000 for miscellaneous County Field Construction Office materials and supplies beyond the requirements of Section 01500.

Allowance No. 4: Allow the sum of $20,000 for project plaque and building name signage beyond the requirements of Section 10400.

Additive Alternate No. 1: Remove existing emergency generator and provide new emergency generator as detailed in Specification Section 01030 – Alternates.

Add: _____ **Dollars ($_____).**

Note: The Contract will be awarded based on the total of the Base Bid, which includes Allowance Nos. 1, 2 ,3 and 4.

See Section 01020, ALLOWANCES for description of allowances.

As required by Public Contract Code Section 4100 et. seq., the bidder shall hereinafter state the name and location of the place of business of each subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the prime contractor's total bid (or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent of the prime contractor's bid or Ten Thousand Dollars ($10,000), whichever is greater)

If the Bidder fails to specify a subcontractor for any portion of the work or specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, the bidder agrees that it is qualified to perform that portion itself and will perform that portion itself.

Division of Work or Trade	Name of Firm or Contractor	Location City)

NOTE: If alternative bids are called for and bidder intends to use different or additional subcontractors on the alternative or alternatives, the bidder shall set forth the information required by Public Contract Code Sections 4100 through 4114.

The County reserves the right to request that subcontractors whose past performance on a County project has been found to be substantially unsatisfactory, or who substantially delayed or disrupted the progress of the work be removed from the subcontractor list.

The undersigned hereby certifies that the bidder has an appropriate license issued by the State of California, to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will also be appropriately licensed to perform the work they are to perform on.

The above bid proposal includes Addenda Nos.: _____

The above bid proposal includes Bulletin Nos.: _____

Firm Name: _____

Signature: _____ Date: _____

Enclosed herewith: Cash, Bidder's certified or cashier's check or bond (5% of bid amount)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of Orange)

_____ , being first duly sworn, deposes and says that he or she
(Name)
is _____ of _____
(Title) (Firm)
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at:

_____ _____ _____
(City) (County) (State)

on _____
Date

NOTARY TO AFFIX SEAL AND CERTIFICATE OF ACKNOWLEDGMENT

_____
(Signature)

_____
State License No./ Expiration Date

_____
Address

_____
City/ State/ Zip Code

( ) _____ ( ) _____
Telephone Fax

County of Orange
OC Public Works
Jess A. Carbajal, Director

COUNTY/CONTRACTOR AGREEMENT

PROJECT: **401 South Tustin Street**

PROJECT NO.: **100-042-042-042-P210-4200**

LOCATION: **401 S. Tustin Street, Orange, CA 92866**

THIS AGREEMENT, made and entered into on _____, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____, hereinafter referred to as "CONTRACTOR."

That COUNTY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. **CONTRACT DOCUMENTS:** The complete Contract includes all of the Contract documents as follows:
   - Notice Inviting Bids
   - Instructions to Bidders
   - Proposal
   - Performance Bond
   - Payment Bond
   - Certificates of Insurance
   - General Conditions
   - Supplementary General Conditions
   - Drawings
   - Specifications
   - this Agreement, and all Modifications and Amendments thereto

   The complete Contract documents comprise the sole agreement between the parties as to the subject matter therein. Any representations or agreements not specifically contained therein are null and void. Any Amendments to any contract documents must be made in writing, signed by both parties. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **SCOPE OF WORK**: CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, supervision, funding, administration, planning, scheduling, materials testing, inspecting, tools, services, equipment and all utility and transportation services in adequate quantity and quality to accomplish completion of the work as specified and all work inferred as necessary within the time period set forth. The work shall conform with the Contract Documents and all codes, regulations, laws, etc. referenced in the Contract Documents or by industry standard.

3. **COUNTY ACCEPTANCE**: All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the general direction and subject to the acceptance of COUNTY or its authorized representatives.

4. **CONTRACT AMOUNT AND SCHEDULE**: COUNTY agrees to pay and CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of _____ **Dollars ($ _____)**, the total amount of the base bid, which sum is to be paid according to the payments clause and subject to additions, and deductions, if any, as hereinafter provided.

   CONTRACTOR agrees to complete the work within **392** calendar days plus **30** calendar days commencing from the date of award of Contract by COUNTY. The **30** days include **10** days for CONTRACTOR to submit his bonds and insurance, and **20** days for COUNTY to approve. Construction shall not commence until such bonds and insurance are approved in writing by COUNTY. CONTRACTOR will receive a signed Agreement after approval of the bonds and insurance.
   CONTRACTOR agrees to the deduction of one calendar day from the calendar days stipulated for completion of the work for every day of delay in SUBMITTING OF ACCEPTABLE BONDS AND INSURANCE beyond the **10** days limitation set forth above.

5. **PAYMENTS**: During the fourth week of the calendar month following the commencement of the work and each successive month thereafter, CONTRACTOR shall prepare an accurate progress payment request on a form prescribed by COUNTY's OC Public Works. The progress payment request shall be in conformance with Clause 13 Payments of the General Conditions. Approximately thirty (30) days after COUNTY's OC Public Works written approval of the payment request, the CONTRACTOR shall be paid such sum as will bring the payments each month up to ninety-five (95) percent of the value of the work completed less any money properly withheld in accordance with this CONTRACT, since the commencement of the work, less all previous payments, provided that the CONTRACTOR submits his request for payment prior to the last day of each preceding month. The COUNTY'S Representative will review the payment request as soon as practicable to determine if it is proper. A payment request determined not to be a proper payment request suitable for payment will be returned to the CONTRACTOR within seven days with a statement setting forth the reasons why the payment request is not proper. The final payment, if unencumbered, or any part thereof unencumbered, shall be made no later than 60 days after completion of the work including the CONTRACTOR's submission and the COUNTY's acceptance of all required completion documents. Payments shall be made on the progress payment request signed by the COUNTY's OC Public Works, stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the payment request is due under the terms of the Contract. CONTRACTOR is entitled to interest pursuant to Public Contract Code Section 20104.50, if COUNTY fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request. Failure to make the final payment in accordance with the requirements of

Public Contract Code Section 7107, shall entitle CONTRACTOR to additional payments as specified in Public Contract Code Section 7107(f). Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

6. **LIQUIDATED DAMAGES; EXTENSION OF TIME**: In accordance with Government Code Section *53069.85,* CONTRACTOR agrees to forfeit and pay to COUNTY the sum of **Seven Thousand Five Hundred Dollars ($7,500)** per day for each calendar day work is delayed beyond the time allowed, and such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of the CONTRACTOR, including delays caused by COUNTY.

7. **WAIVER OF CLAIMS**: Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment under Paragraph 5 above, CONTRACTOR shall submit to COUNTY, in writing, all claims for compensation under or arising out of this Contract; the acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against COUNTY under or arising out of this Contract except those previously made in writing and identified by CONTRACTOR as unsettled at the time of his final request for payment.

8. **WARRANTY WORK**: Failure by the CONTRACTOR to take corrective action within twenty four (24) hours after personal or telephonic notice by the COUNTY's OC Public Works on items affecting essential use of the facility, safety or the preservation of property, and within ten (10) calendar days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR or, if necessary, the CONTRACTOR's Performance Bond.

9. **WAGE RATES**: CONTRACTOR shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of COUNTY's OC Public Works/Architecture and Engineering or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at *www.dir.ca.gov/DLSR/PWD*. The CONTRACTOR shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

10. **GOVERNING LAW AND VENUE**: This Agreement 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 event of any legal action to enforce or interpret this agreement, the sole and

exclusive venue shall be a court of competent jurisdiction located in ORANGE COUNTY, California, and the parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing services under this agreement, the CONTRACTOR shall be deemed to constitute doing business within ORANGE COUNTY from the time of solicitation of work, through the period when all work under this agreement is completed, and continuing until the expiration of any applicable limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering this agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

11. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

CONTRACTOR agrees to complete and furnish to the COUNTY Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, within thirty (30) days of the date of this contract:

CONTRACTOR acknowledges that the data contained in Exhibits "A" and "B " will be transmitted by COUNTY to the Orange County Department of Child Support Services and other governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

12. 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 Apprenticeship Standards by submitting DAS Form shown as Exhibit "C" to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

13. STATE AUDIT AND ACCOUNTING RECORDS

Pursuant to and in accordance with Section 8546.7 of the California Government Code, if this Agreement involves expenditures of public funds aggregating in excess of Ten Thousand Dollars ($10,000), the CONTRACTOR shall be subject to the examination and audit of the Auditor General of the State of California for a period of 3 years after final payment under the Agreement.

CONTRACTOR shall maintain records for all costs connected with the performance of the Contract including but not limited to the costs of administering the contract, materials, labors, equipment, rentals, permits, insurance, bonds, etc. for audit or inspection by County, State, or by any other appropriate governmental agency during the three year period.

14. 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 statues 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written

COUNTY OF ORANGE

Date:_____

By:_____
Chair of the Board of Supervisors
Orange County, CA

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

_____
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By:_____
Deputy

Date:_____

CONTRACTOR

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

* Note: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1. If a corporation, the document must be signed by two corporate officers.
   The 1st signature must be either Chairman of the Board, President or any Vice President;
   The 2nd must be the Secretary, Asst. Secretary, Chief Financial Officer, or any Assistant Treasurer.

2. One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

EXHIBIT A

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001 the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays $600 or more or with whom the COUNTY enters into an AGREEMENT 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.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes an AGREEMENT 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 "as an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes an AGREEMENT 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 www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements of, County procedures for contracting with independent CONTRACTORS mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First Name, Middle Initial, and Last Name
Social Security Number
Address
Start and expiration dates of contract
Amount of contract

PART I

_____

First Name Middle Initial Last Name

SSN# _____ Date of Birth_____

Address _____

Contract No. _____

Start Date _____ Expiration Date _____

Dollar value of contract _____

PART II

CERTIFICATION (PART I must also be completed)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number:_____ with the County of Orange.
I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

County of Orange Child Support Enforcement

Contract Certification - EXHIBIT B

INTRUCTIONS:
UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**
RETURN COMPLETED FORM TO: OC Public Works/A&E PROJECT MANAGEMENT, 1152 E. FRUIT ST. BLDG. #1 SANTA ANA, CA 92701.

PART I

A. **In case of an individual contractor, provide:**
His/her name, date of birth, Social Security number, and residence address:

B. **In the case of contractor doing business in a form other than as an individual, provide:**
The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. ***If your firm is a non-profit entity please indicate:** "N/A, Non-Profit Organization" **OR** If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

1. **Name:** _____
   D.O.B. _____
   SSN No: _____
   Residence Address: _____

2. **Name:** _____
   D.O.B. _____
   SSN No: _____
   Residence Address: _____

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number:_____ with the County of Orange.
I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

Exhibit "C"

This form should be sent to the Joint Apprenticeship Committee of the craft or trade in the area of the site of the public work. If you have any questions as to the address of the appropriate Joint Apprenticeship Committee, contact the nearest office of the Division of Apprenticeship Standards (DAS). Consult your telephone directory under California, State of, Industrial Relations, for the DAS office in your area.

PUBLIC WORKS CONTRACT AWARD INFORMATION

NAME OF CONTRACTOR	CONTRACTOR'S STATE LICENSE NO.
CONTRACTOR'S MAILING ADDRESS – NUMBER & STREET, CITY, ZIP	AREA CODE & TELEPHONE NO.
NAME & LOCATION OF PUBLIC WORKS PROJECT	DATE OF CONTRACT AWARD
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME OF ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS

APPRENTICES

OCCUPATION OF APPRENTICE	NUMBER TO BE EMPLOYED	APPROXIMATE DATES TO BE EMPLOYED

Check one of the boxes below

Please Note: Your election of options below is not to be deemed a request for the immediate dispatch of apprentices. Contractors must make a separate request for actual dispatch.

Box 1 ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1(A), California Code of Relations. We voluntarily choose to comply with the applicable Joint Apprenticeship Committee Standards for the duration of this job only, with regard to training apprentices and to the payment of training contributions.

Box 2 ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1(A), California Code of Regulations, but do not agree to be bound by the applicable Joint Apprenticeship Committee Standards in training the apprentices; instead, we agree to employ and train apprentice(s) in accordance with the California Apprenticeship Council regulations, including Section230.1 of the California Code of Regulations, governing employment of apprentices on public work projects.

Box 3 ☐ We are already approved to train apprentices by the applicable Joint Apprenticeship Committee and we will employ and train under the Standards. We will request dispatch of apprentices for this job in accordance with Section 230.1(A), California Code of Regulations.

Box 4 ☐ We will not request the dispatch of apprentice(s) since apprentices are not required on this job under the provisions of California Labor Code Section 1777.5 because:

_____

_____

Signature: _____

Typed Name: _____

Title: _____ Date: _____

State of California - Department of Industrial Relations
DIVISION OF APPRENTICESHIP STANDARDS

County of Orange

OC Public Works

Jess A. Carbajal, Director

FAITHFUL PERFORMANCE BOND

BOND NO. _____

(The premium charged on this bond is $_____, being at the rate of $_____ per thousand of the Contract price.)

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract dated_____, hereinafter called "Contract," with

_____
(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:

401 South Tustin Street

100-042-042-042-P210-4200; and

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

NOW, THEREFORE, WE, the Principal, and

_____
(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety (ies), hereinafter called "Surety (ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____**Dollars** ($_____), lawful money of the United States, 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.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, 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 said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise 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, or to the work, or to the specifications.

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

APPROVED AS TO INSURER AND LIMITS

By _____
Risk Manager

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

Dated _____

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY (ies)

By _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) **Two people must sign** the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety (ies) representative must be notarized. Attach certificate of notarization to this document

Name of Surety (ies) Company must be typed or stamped above signature line of surety (ies) representative.

County of Orange

OC Public Works

Jess A. Carbajal, Director

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

_____
(Contractor's Name and Address)

hereinafter called "Contractor," a contract for the work described as follows:

401 South Tustin Street

100-042-042-042-P210-4200

hereinafter called "Contract"; and

WHEREAS, said Contractor is required by the provisions of Sections 3247-3252 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

_____
(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety (ies), hereinafter called "Surety (ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

_____ Dollars ($_____),

lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, 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.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 7 of Title 15 of Part 4 of Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety (ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay a reasonable attorneys' fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise 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, or to the work, or to the specifications.

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

APPROVED AS TO INSURER AND LIMITS

By _____
Risk Manager

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

Dated _____

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY (ies)

By _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) **Two people must sign** the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety (ies) representative must be notarized. Attach certificate of notarization to this document. Name of Surety (ies) Company must be typed or stamped above signature line of surety (ies) representative.

* * * S A M P L E * * * S A M P L E * * *

County of Orange

Certificate of Insurance – Construction

This certifies to the County of Orange that the following described policies have been issued to:	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
:d:	**COMPANIES AFFORDING COVERAGE**	**NAIC #**
Address:	COMPANY A	
	COMPANY B	*Please list NAIC# for each insurance carrier*
Coverage is provided for the following locations:	COMPANY C	*Carrier must be licensed to do business in California*
	COMPANY D	*Rated by AM Best as A- or better*

Co LTR	Type of Insurance	Policy Number	Effective Date	Expiration Date	***(Minimum)*** Limits of Liability	
	General Liability by Occurrence				General Aggregate	**$2,000,000**
	Deductible / SIR $				Products-Comp/Op Agg.	$
	☒ Commercial General Liability including fire perils				Personal & Adv. Injury	$
	☐ Broad Form Property Damage				Each Occurrence	**$1,000,000**
	☐ Contractual Liability				Fire Damage (Any one fire)	$
	☐ Completed Operations Liability				Med. Exp. (Any one person)	$
	☐ Underground Explosion and Collapse Hazard					
	GENERAL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOCATION					
	Automobile Liability				Combined Single Limit	**$1,000,000**
	Deductible / SIR $				Bodily Injury (Per Person)	$
	☐ Any Auto ☒ Non-Owned Autos				Bodily Injury (Per Accident)	$
	☐ Scheduled Autos ☒ All Owned Autos				Property Damage	$
	☒ Hired Autos ☐					
	Workers' Compensation and Employers' Liability				Each Accident	**$1,000,000**
					Disease – Policy Limit	**$1,000,000**
					Disease – Each Employee	**$1,000,000**
					Statutory	
	Excess Liability				Each Occurrence	$
	☐ Umbrella Form					
	☐ Other Than Umbrella Form				Aggregate	$
	Property Insurance				Amount of Insurance	
	Deductible / SIR $				$____	
	☒ **Builder's Risk Policy** Covering Fire & Extended Coverage					
	Professional Liability				Per Occurrence **$1,000,000**	Aggregate Limit
	☐ Claims Made ☐ Per Occurrence					
	Deductible / SIR $				Claims Made $____	$
	☐ Extended Reporting Period					
	Other: Deductible / SIR $					
☐	*(LIST PROJECT NAME & NUMBER)*				DESCRIPTION OF OPERATION/LOCATION/VEHICLES/SPECIAL ITEMS	

- *List deductible/SIRs or state no deductible.*
- *Separate endorsement (w/policy # on it) showing County of Orange as additional insured and coverage is primary and non-contributing*
- *Modify cancellation clause*

- *List deductible/SIR or state no deductible.*
- *Separate endorsement (w/policy # on it) showing County of Orange as additional insured*

- *Separate endorsements - Waiver of Subrogation & modify cancellation clause*
- *(if employees are thru a leasing company, the leasing company - must provide coverage & endorsement)*
- *if no employees - must provide statement on company letterhead*

for new construction and/or major alterations/additions – 100% of the insurable value of the work as completed

For A-E Services

CANCELLATION CLAUSE: should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer ~~will endeavor to~~ **shall** mail 30 days written notice to the certificate holder named to the left.~~, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives~~

S Certificate of Insurance to:

JNTY OF ORANGE	Department: **OC Public Works**	Agency/Broker:	Phone:
Address: **1152 E. Fruit Street, Bldg #1, Santa Ana, CA 92701**		Address:	
Attention: **Project Mgr.**	Project Number:	Date Issued:	Authorized Signature:

Special Endorsement for
The County of Orange, California

ıme of the Insured: _____ **Effective Date of Endorsement**: _____

The following provisions apply to each and every insurance policy cited on the attached certificate.

Additional Insured Endorsement:
It is agreed that such insurance as is afforded by this policy shall also apply to the County of Orange, its elected and appointed officials, officers, employees, agents and volunteers and they are to be covered as insureds as respects liability or claims actually or allegedly caused by, or arising out of, or resulting from the operations performed by or on behalf of the named insured.

Primary Insurance:
It is further agreed that such insurance as is afforded by this policy for the benefit of the County of Orange shall be primary insurance, but only as respects the claims, loss or liability arising out of the operations of the named insured. Any insurance maintained by the additional insured shall be excess and non-contributory.

Loss Payee for Property Insurance:
It is further agreed that if property insurance is included on the attached certificate, the County of Orange shall be the loss payee on this policy.

Loss Payee/Obligee on Employee Dishonesty Coverage:
It is further agreed that if employee dishonesty coverage is included on the attached certificate, the County of Orange shall be the loss payee/obligee on this policy.

Cancellation Clause:
It is further agreed that each insurance policy required by this contract (or reflected in the attached certificate) ıall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Orange at the address upon the attached certificate.

Claim Reports:
It is further agreed that the insurer will report in writing, to the address noted on the attached certificate, any claims in excess of fifty thousand dollars ($50,000), made with respect to this policy, whether related to this project or not.

Waiver of Subrogation:
It is further agreed that each insurance policy required by this contract (or reflected in the attached certificate) shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, agents and volunteers.

Separation of Insureds:
It is further agreed that each insurance policy referred to in the attached certificate shall provide that coverage applies separately to each insured except with respect to the limits of liability.

The inclusion of the County of Orange as an additional insured shall not affect any right that such organization would have as a claimant if not so included.

This endorsement is attached to and hereby made a part of the policy No(s): _____
_____
_____

_____
(Agent) ***BLUE INK**** Signature

_____
(Agency)