



# staff report

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TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Len Gorecki, Director of Public Works  
Bernardo Iniguez, Public Works Manager

SUBJECT: Consideration and possible action to adopt Resolution No. 16-XX – A Resolution awarding a contract for purchase and installation of catch basin connector pipe screens pursuant to Government Code § 830.6 and authorizing the City Manager to execute a contract with G2 Construction, Inc., without the need for California Public Contract Code bidding as otherwise required by the Bellflower Municipal Code.

DATE: September 26, 2016

## **EXECUTIVE SUMMARY**

This action would authorize the City Manager to enter into an agreement with G2 Construction, Inc. (G2), for purchase and installation of catch basin connector pipe screens (inserts), which are trash and debris capture devices. This procurement will be under a County of Orange Master Agreement with G2 for trash and debris capture devices.

## **RECOMMENDATION TO CITY COUNCIL**

- 1) Adopt Resolution No. 16-XX; or
- 2) Alternatively, discuss and take other action related to this item.

## **FISCAL IMPACT**

The total compensation to G2 for purchase and installation of 192 catch basin inserts in City-owned catch basins will be an amount not to exceed \$105,829. Sufficient funds for this agreement were programmed in Account No. 010-47000-3105. City-owned catch basins are currently cleaned once per year. If the City proceeds with the installation of catch basin inserts, City-owned catch basins would need to be cleaned twice per year. Sufficient funds for additional cleaning are available in Account No. 010-42054-3105.

**Staff Report – Awarding a Contract to G2 Construction, Inc., for Purchase and Installation of Catch Basin Connector Pipe Screens**  
**September 26, 2016**  
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**BACKGROUND**

Trash discarded on land can be transported into gutters and storm drains and from there into channels and rivers discharging into the ocean. The State Water Resources Control Board (State Board) and Los Angeles Regional Water Quality Control Board (Regional Board) consider trash to be a significant pollutant in California's waters and have made trash management in waterways a priority. On April 7, 2015, the State Board adopted an amendment to the Water Quality Control Plan for the Ocean Waters of California (Ocean Plan) intended to provide statewide consistency in regulating trash to protect aquatic life, public health and provide other beneficial uses, and to reduce environmental issues associated with trash in State waters (known as the "Trash Amendments").

Owners and operators of municipal storm drain systems have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full capture systems for storm drains that capture runoff from priority land uses in their respective jurisdictions. Full capture systems are defined as treatment controls that trap all particles five millimeters or greater in size and allow water to flow at a certain rate.

The National Pollutant Discharge Elimination System Permit (NPDES Permit) for municipal storm drain system discharges in Los Angeles County requires compliance with the Ocean Plan. The City of Bellflower (City) is a permittee under the NPDES Permit; therefore, the City is required to comply with the Trash Amendments. In order to facilitate compliance with the NPDES Permit requirements, the City joined Watershed Management Programs (WMPs) in the Los Cerritos Channel Watershed and the Lower San Gabriel River Watershed. Under the respective WMPs, the City made a commitment to install full capture systems on catch basins within the City.

**DISCUSSION**

Bellflower Municipal Code Subsection 3.28.120B allows the City's Purchasing Officer to utilize an existing agreement entered into: 1) by the Federal, State, or County government, or any other municipal or public corporation; 2) with a supplier; and 3) pursuant to a competitive purchasing program that is similar to and reasonably consistent with the City's procurement process; provided, that sufficient funding for that purchase is provided in the current budget.

In late 2014, the County of Orange released Request for Proposals No. 080-P08019 for trash and debris capture devices (RFP). The County of Orange's evaluation committee for the RFP scored and ranked six submitted proposals in January 2015. The evaluation committee issued a memorandum of recommendation that scored G2 as the top ranked proposer. The County of Orange then entered into a Master Agreement with G2 for trash and debris capture devices (MA-080-15011198), which includes a clause for cooperative agreements, extending the provisions and pricing to other California local or State government agencies wishing to procure trash and debris capture devices.

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On August 25, 2016, Public Works Department staff met with G2 to discuss their catch basin inserts, which have been certified as full capture systems by the Regional Board. Representatives from the Cities of Cerritos and Lakewood, and staff from Richard Watson and Associates and John Hunter and Associates were also in attendance. Public Works was satisfied with G2’s presentation and requested a proposal from G2 for the purchase and installation of 192 catch basin inserts utilizing pricing from the County of Orange Master Agreement. The City of Lakewood also requested 48 catch basin inserts and the City of Cerritos requested 3. G2 would invoice those cities separately for their respective purchases and installations.

G2 provided the requested proposal, which Public Works has reviewed for conformance with the County of Orange Master Agreement. The proposed scope of work will consist of the purchase and installation of 192 full capture catch basins inserts in City-owned catch basins. G2 will be providing all of the services and materials necessary for the installation of the catch basin inserts in all 192 locations, including traffic control. Installation is anticipated to be completed within one month after the issuance of a notice to proceed.

Public Works Department staff recommends that the City Council authorize the City Manager to execute the proposed agreement with G2, utilizing pricing from the County of Orange Master Agreement.

**ENVIRONMENTAL REVIEW**

The proposed agreement with G2 consists of the purchase and installation of catch basin inserts, which involves negligible or no expansion of an existing use. Pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000, et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000, et seq.), the installation of catch basin inserts in City-owned catch basins is categorically exempt from CEQA based upon a Class 1 exemption.

**ATTACHMENTS**

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**CITY OF BELLFLOWER**  
**RESOLUTION NO. 16-XX**

**A RESOLUTION AWARDING A CONTRACT FOR PURCHASE AND INSTALLATION OF CATCH BASIN CONNECTOR PIPE SCREENS PURSUANT TO GOVERNMENT CODE § 830.6 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH G2 CONSTRUCTION, INC., WITHOUT THE NEED FOR CALIFORNIA PUBLIC CONTRACT CODE BIDDING AS OTHERWISE REQUIRED BY THE BELLFLOWER MUNICIPAL CODE**

**THE CITY COUNCIL RESOLVES AS FOLLOWS:**

**SECTION 1.** The City Council finds and declares as follows:

- A. On September 21, 2016, the City received a proposal from G2 Construction, Inc. (the "Company") for the full capture catch basin insert project (the "Project");
- B. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the California Public Contract Code for this type of project;
- C. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;
- D. The facts and circumstances of this Project, however, demonstrate that the Public Contract Code bidding requirements would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable and impractical for the following reasons:
  - 1. The County of Orange conducted a competitive bidding process and awarded a contract to the Company. It is improbable that any other contractor can provide these services for a lesser amount.
  - 2. The County of Orange contract with the Company (Contract No. MA-080-15011198) includes a clause for cooperative agreements, extending the provisions and pricing to other California local or State government agencies.
- E. In waiving the competitive bid requirements otherwise required by the Bellflower Municipal Code and Public Contract Code, the City Council takes note of the analysis and decisions set forth in *Graydon v. Pasadena*

Redevelopment Agency (1980) Cal.App.3d 631; Hodgeman v. City of San Diego (1942) 53 Cal. App.2nd 610; Orange County Water Dist. v. Bennett (1958) 156 Cal. App.2nd 745; and Los Angeles G&E Corp. v. City of Los Angeles (1922) 188 Cal. 307;

- F. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project; and
- G. Company's proposal is based on providing prevailing wages to its employees in performing this work.

**SECTION 2.**     *Authorizations.*

- A. The Director of Public Works, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the work approved by this Resolution; and
- B. The City Manager is authorized to execute a contract with Company for construction of the Project in a form approved by the City Attorney.

**SECTION 3.**     *Design Immunity.*

- A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City's General Plan.
- D. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

**SECTION 4.**     This Resolution does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

**SECTION 5.**     If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

**SECTION 6.** To the extent that any other resolution pertaining to the award of contract for purchase and installation of catch basin connector pipe screens is incorporated into this Resolution, it is superseded in its entirety.

**SECTION 7.** The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Bellflower, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

**SECTION 8.** This Resolution will become effective immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.**

\_\_\_\_\_  
**Dan Koops, Mayor**

**Attest:**

\_\_\_\_\_  
**Mayra Ochiqui, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Karl H. Berger, City Attorney**

**PUBLIC WORKS CONTRACT  
BETWEEN  
THE CITY OF BELLFLOWER AND  
G2 CONSTRUCTION, INC.**

This CONTRACT is entered into this 26<sup>th</sup> day of September, 2016, by and between the CITY OF BELLFLOWER, a general law city and municipal corporation (“the City”) and G2 Construction, Inc. (“the Contractor”).

**1. WORK.**

- A. The Contractor will provide all work required by the Contract Documents (the “Work”). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. “Contract Documents” means the Proposal; County of Orange, OC Public Works Contract MA-080-15011198; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed one hundred five thousand eight hundred twenty-nine dollars (\$105,829.00) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

**3. TIME FOR PERFORMANCE.**

- A. The Contractor will fully complete the Work within sixty (60) working days (the “Contract Time.”)
- B. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

- C. The Contractor may not perform any Work until:
  - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
  - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.
- 4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.
- 5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.
- 6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor will provide the City with a Taxpayer Identification Number.
- 7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.
- 8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.
- 9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

- 10. INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.
- 11. AUDIT OF RECORDS.** The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.
- 12. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City  
Len Gorecki, Director of Public Works  
16600 Civic Center Drive  
Bellflower, CA 90706  
lgorecki@bellflower.org

The Contractor  
John R. Alvarado, President  
1352 E. Borchard Ave.  
Santa Ana, CA 92705  
etaylor@G2Construction.com

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

- 13. NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
- 14. INTERPRETATION.** This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

15. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:
- A. This Contract;
  - B. The Standard Specifications; and
  - C. Precedence of documents as determined in the Standard Specifications.
16. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.
17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.
18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.
21. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

**CITY OF BELLFLOWER**

**G2 CONSTRUCTION, INC.**

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**Jeffrey L. Stewart,  
City Manager**

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**John R. Alvarado  
President**

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**ATTEST:**

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**Mayra Ochiqui,  
City Clerk**

Taxpayer ID No. 01-0862732

**APPROVED AS TO FORM:**

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**Karl H. Berger,  
City Attorney**

**ATTACHMENTS:**  
Exhibit "A" - Scope of Work  
Exhibit "B" - Proposal

**CITY OF BELLFLOWER**

**PURCHASE AND INSTALLATION OF CATCH BASIN CONNECTOR PIPE SCREENS**

**FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_  
Bond Fee: \_\_\_\_\_

\_\_\_\_\_, as principal ("PRINCIPAL") and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF BELLFLOWER ("CITY") in the sum of \_\_\_\_\_ (\$ ) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, and the public works contract executed with such specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

**BOND CONDITIONS**

1. PRINCIPAL will construct the public improvements identified in the **Contract Documents**, a copy of which is on file with CITY's Public Works Department ("Public Project"). Such performance will be in accordance with CITY's plans and profiles which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Public Works Department. CITY has estimated the required amount of the bond as shown above.

2. PRINCIPAL's work on the Public Project will be done in accordance with CITY's contract documents and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.

3. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project's completion and acceptance by CITY.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Bellflower Municipal Code ("BMC").

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **Contract Documents** or of the obligation to be performed will in

**City of Bellflower  
Faithful Performance Bond, Agreement File No. XXX**

any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the contract documents identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;
- B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL's PRESIDENT

\_\_\_\_\_  
SURETY's PRESIDENT

\_\_\_\_\_  
PRINCIPAL's SECRETARY

\_\_\_\_\_  
SURETY's SECRETARY

**PRINCIPAL's MAILING ADDRESS:**

**SURETY's MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NOTE: ALL signatures must be acknowledged by a notary public.

**CITY OF BELLFLOWER**

**PURCHASE AND INSTALLATION OF CATCH BASIN CONNECTOR PIPE SCREENS**

**LABOR AND MATERIALS BOND**

Bond No. \_\_\_\_\_

Bond Fee: \_\_\_\_\_

\_\_\_\_\_, as principal ("PRINCIPAL") and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF BELLFLOWER ("CITY") in the sum of **(\$ \_\_\_\_\_)** dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in the **Contract Documents** ("Public Project"), the public works contract executed for such Public Project, and for all work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

**BOND CONDITIONS**

1. PRINCIPAL will construct the public improvements identified in the **Contract Documents**, and the public works contract executed for such specifications, copies of which is on file with CITY'S Public Works Department ("Public Project"). Such performance will be in accordance with CITY'S plans and profiles which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY'S Public Works Department.

2. PRINCIPAL will pay all contractors, subcontractors, and persons renting equipment.

3. PRINCIPAL will pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and will pay for all work and labor thereon.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Bellflower Municipal Code ("BMC").

**City of Bellflower  
Labor and Materials Bond, Agreement File No. XXX**

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the **Contract Documents**, or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the contract documents identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
- B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL's PRESIDENT

\_\_\_\_\_  
SURETY's PRESIDENT

\_\_\_\_\_  
PRINCIPAL's SECRETARY

\_\_\_\_\_  
SURETY's SECRETARY

**PRINCIPAL's MAILING ADDRESS:**

**SURETY's MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NOTE: ALL signatures must be acknowledged by a notary public.

**WORKERS' COMPENSATION CERTIFICATE**

(AS REQUIRED BY LABOR CODE § 1861)

I am aware of Labor Code § 3700 which requires every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF BELLFLOWER**

**PURCHASE AND INSTALLATION OF CATCH BASIN CONNECTOR PIPE SCREENS**

**GUARANTY**

In accordance with the terms of the contract for the Purchase and Installation of Catch Basin Connector Pipe Screens in the City of Bellflower (the "Contract") approved September 26, 2016 between the City of Bellflower (the "Agency") and the undersigned (the "Contractor"), under which the Contractor shall complete work as described in the Contract Documents (as defined in the Contract), the following guarantee of said work is hereby made.

If any of the items installed pursuant to the Contract, prove defective or if the item, as a whole, proves defective, due to faulty workmanship, material furnished or methods of installation, or if the said item or any part thereof fails to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the Agency, then the undersigned agrees the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the Agency; provided, that if the Contract Documents require a longer guaranty period, then the longer period shall apply. In the event repairs are not made within thirty (30) days, the Agency shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The Contractor agrees to reimburse the Agency, upon demand, of its expenses incurred in restoring said items to the condition contemplated in the Contract, including the cost of any equipment or materials replaced, or upon demand by the Agency, to replace any such equipment and repair said items completely without cost to the Agency so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the Agency; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the Agency, upon demand, expenses incurred.

Each item will be deemed defective within the meaning of this guaranty in the event that item fails to operate as originally intended thereof and in accordance with the plans and specifications included in the Contract. The Faithful Performance Bond required for the Contract shall remain in full force and effect for the entire first year of the applicable guarantee period.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name of Contractor, Company or Corporation)

\_\_\_\_\_  
Signature

**CITY OF BELLFLOWER  
AGREEMENT FILE NO. XXX - EXHIBIT A  
SCOPE OF WORK**

The following Scope of Services is for the purchase and installation of catch basin connector pipe screens. The term of this Agreement will be from September 26, 2016, to June 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

Contractor agrees to and will furnish all necessary labor, tools, materials, appliances, and equipment needed for and to do all work for the completion of the purchase and installation of catch basin connector pipe screens in accordance with the terms and conditions set forth in Orange County Agreement MA-080-15011198 (hereinafter referred to as "County Agreement"), attached hereto as Exhibit "A1". The terms of the County Agreement, together with all exhibits, attachments, and amendments thereto, are incorporated by reference herein, excepting only any paragraph, section, or provision that is in conflict with any provision of this Agreement, or where the subject matter in any paragraph, section, or provision is also addressed in this Agreement, whereupon the terms of this Agreement will govern. Reference to the County Agreement, to the "County", or "County of Orange", or the "Board", or "Board of Supervisors", mean and refer, respectively, to the City and City's City Council, to the extent the context permits or requires.

The locations and prices per installation of each catch basin connector pipe screen for the City of Bellflower will be as set forth in Contractor's proposal, attached hereto as Exhibit "B". City agrees to pay Contractor monthly, in accordance with the unit prices contained in Exhibit "B", based upon actual services completed. This amount shall not exceed \$105,829 for the total term of the Agreement.

**CONTRACT MA-080-15011198  
FOR  
TRASH AND DEBRIS CAPTURE DEVICES**

THIS Contract MA-080-15011198 to provide Trash and Debris Capture Devices, (hereinafter referred to as "Contract") is made by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and G2 Construction Inc., with a place of business at 13331 Garden Grove Blvd., Garden Grove, CA 92843 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

**RECITALS**

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

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

WHEREAS, County agrees to pay Contractor the fees as further set forth in Contractor's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Trash and Debris Capture Devices, on an "as needed" basis under a usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.
2. **Term:** The term of this Contract shall be effective March 10, 2015 and shall continue for five (5) years from that date, unless otherwise terminated as provided herein.
3. **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.
4. **Conflict of Interest:** 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 relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its

employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

5. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
7. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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. 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 offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
9. **Contract Disputes:** 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 Supervisor and the County's project manager as specified in Article 12. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
  - a. The Contractor shall submit to the County DPA 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.

- b. 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.
- c. 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 DPA 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 adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
10. **Orderly Termination:** 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
11. **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 Contractor 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 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.
12. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

County: OC Public Works/OC Engineering  
Attn: Charles Busslinger

2301 N. Glassell St.  
Orange, CA 92865  
Phone: 714-955-0614  
Email: charles.busslinger@ocpw.ocgov.com

cc: OC Public Works/Procurement Services  
Attn: Eddie Perkins, County DPA  
300 N. Flower Street, Suite 838  
Santa Ana, CA 92703  
Phone: 714-667-9635  
Email: eddie.perkins@ocpw.ocgov.com

Contractor: G2 Construction Inc.  
Attn: Eric H. Taylor  
13331 Garden Grove Blvd.  
Garden Grove, CA 92843  
Phone: 714-679-2550  
Email: etaylor@g2construction.com

13. **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 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 trial to another County.
14. **Entire Contract:** This Contract, including attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County's Purchasing Agent or his designee.
15. **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.
16. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
17. **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 description, or services that do not conform to the prescribed Scope 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. Overshipments and undershipments 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.

18. **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.
19. **Warranty:** Contractor expressly warrants that the goods/services 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 indemnities as identified in Article "46" below, and as more fully described in Article "46", 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.
20. **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 "46" below, it shall indemnify, defend and hold County and County Indemnities 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, but not limited to, attorney's fees, costs and expenses.
21. **Assignment or Subcontracting:** 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 or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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.
22. **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 all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
23. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any 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 obligations.

24. **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.
25. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
26. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
27. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
28. **Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore 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.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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:** Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [ambest.com](http://ambest.com) shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk

Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

This 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	\$1,000,000 per claims made or per occurrence

**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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement 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.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

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

Insurance certificates should be forwarded to:

County of Orange, OC Public Works  
Procurement Services  
300 N. Flower, Suite 838  
Santa Ana, CA 92703

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by OC Public Works 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 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.

29. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "46" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
30. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
31. **Change of Ownership:** 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County..
32. **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.

33. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.
34. **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 "46" 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.
35. **Freight (F.O.B. Destination):** 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.
36. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
37. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
38. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
39. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
40. **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.
41. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
42. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or

where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

43. **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 has 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 of 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.
44. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
45. **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.
46. **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 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.
47. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the using agency/department.
48. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm 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 agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

49. **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 wage 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.
50. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract 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.

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.

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

**G2 CONSTRUCTION INC.\***  
a state of California corporation

By   
Print Name JOHN R. ALVARADO  
Title PRESIDENT  
Corporate Officer  
Date 2/5/15

By   
Print Name JOHN R. ALVARADO  
Title CFO  
Corporate Officer  
Date 2/5/15.

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

By   
Print Name Eddie Perkins  
Title Deputy Purchasing Agent  
Date 3/10/15

\* 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.

## 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.

The ECP's Tier 1 Grant Program funds the purchase and installation of small to medium scale BMPs that capture and/or treat pollutants. Water quality projects, regardless of the type of technology implemented, are eligible for Tier 1 funding provided they have a verifiable benefit to water quality and fall within the maximum per project programming cap. The Tier 1 Grant Program is designed to supplement, not supplant existing transportation related water quality programs. Funds will be awarded to the most cost-effective projects that improve water quality. The complete Tier 1 funding guidelines can be viewed online at <http://www.octa.net/Measure-M/Environmental/Water-Quality/Overview/>.

A total of up to \$19.5 million is available for the Tier 1 program over a seven-year window of fiscal year 2011-12 through fiscal year 2017-18 with approximately \$2.8 million available for each call. Three calls for projects have been held to date for Tier 1. OCTA will reassess the call for projects cycle and funds available following the completion of fiscal year 2017-18.

### 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  $F_{\text{required}}$  = 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.
- 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.

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  
CONTRACTOR'S PRICING**

**I. COMPENSATION:** This is a usage Contract between the County and Contractor for Trash and Debris Capture Devices, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance requirements and taxes 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 Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below 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 specified herein unless authorized by amendment in accordance with Articles "15" and "30" of the County Contract Terms and Conditions.**

**II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Payment shall be as follows:

**CPS** (Custom Fabricated and Installed):

Size	Product Model	Volume Discounts					With ARS in Same CB
		3-5 Devices (Per Device)	6-20 Devices (Per Device)	21-100 Devices (Per Device)	101-500 Devices (Per Device)	501+ Devices (Per Device)	
18" Discharge Pipe (12" H x 38" L Max)	G2-CPS-18dp	\$625	\$550	\$525	\$500	\$475	(\$50)
24" Discharge Pipe (24" H x 48" L Max)	G2-CPS-24dp	\$725	\$650	\$625	\$600	\$575	(\$50)
Larger	G2-CPS-Custom	custom	custom	custom	custom	custom	(\$50)

Terms & Conditions: Includes custom measurements, fabrication, and installation of approved CPS. Catch Basin Cleaning prior to install not included. Traffic Control during installation not included.

**Drop-In CPS** (Custom Fabricated and Installed):

Size	Product Model	Volume Discounts					With ARS in Same CB
		3-5 Devices (Per Device)	6-20 Devices (Per Device)	21-100 Devices (Per Device)	101-500 Devices (Per Device)	501+ Devices (Per Device)	
26" (W) x 36" (L) Max	G2-DICPS-2436	\$610	\$535	\$510	\$485	\$460	(\$50)
Larger	G2-DICPS-Custom	custom	custom	custom	custom	custom	(\$50)

Terms & Conditions: Includes custom measurements, fabrication, and installation of approved Drop-In CPS. Catch Basin Cleaning prior to install not included. Traffic Control during installation not included.

Optional Addition to EDC13: Hydrocarbon Filters

Size	Product Model	(per Drop-In CPS)
14 5" x 20"	EDC-1430-HC Filters	\$70

**ARS CL12™** (Custom Fabricated and Installed):

Catch Basin Curb Opening Width (ft)	Product Model	Volume Discounts				
		3-5 Catch Basins (Per Catch Basin)	6-20 Catch Basins (Per Catch Basin)	21-100 CBs (Per Catch Basin)	101-500 CBs (Per Catch Basin)	500+ CBs * (Per Catch Basin)
up to 3.5'	G2-ARS-03.5	\$648	\$548	\$498	\$478	\$458
3.6 - 5'	G2-ARS-05	\$738	\$638	\$588	\$568	\$548
5.1' - 7'	G2-ARS-07	\$1,059	\$959	\$929	\$899	\$869
7.1 - 10'	G2-ARS-10	\$1,289	\$1,189	\$1,119	\$1,049	\$999
7.1 - 10' x	G2-ARS-10x	\$1,489	\$1,389	\$1,319	\$1,249	\$1,199
10.1 - 14'	G2-ARS-14	\$1,729	\$1,599	\$1,469	\$1,369	\$1,269
10.1 - 14' x	G2-ARS-14x	\$1,929	\$1,799	\$1,669	\$1,569	\$1,469
14.1 - 16'	G2-ARS-16	\$2,039	\$1,909	\$1,779	\$1,679	\$1,579
16.1 - 21'	G2-ARS-21	\$2,719	\$2,589	\$2,459	\$2,329	\$2,199
16.1 - 21' x	G2-ARS-21x	\$2,919	\$2,789	\$2,659	\$2,529	\$2,399
21.1 - 28'	G2-ARS-28	\$3,379	\$3,219	\$3,059	\$2,899	\$2,739
21.1 - 28' x	G2-ARS-28x	\$3,579	\$3,419	\$3,259	\$3,099	\$2,939

Note: Models with "x" indicates the CB has an extra support bolt, and an extra ARS unit is required.

Terms & Conditions: Includes custom measurements, fabrication, and installation of approved ARS CL12™.  
Catch Basin Cleaning prior to install not included. Traffic Control during installation not included.

**EDC-13 Filter Basket Insert (FBI)** (Fabricated and Installed):

Size	Product Model	Volume Discounts					Combo-Discout
		3-5 Devices (Per Device)	6-20 Devices (Per Device)	21-100 Devices (Per Device)	101-500 Devices (Per Device)	501+ Devices (Per Device)	With ARS in Same CB
14" x 30"	G2-EDC-1430	\$595	\$520	\$495	\$470	\$445	(\$50)

Terms & Conditions: Includes standard fabrication and installation.  
Catch Basin Cleaning prior to install not included. Traffic Control during installation not included.

**III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide 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 firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- IV. **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.
- V. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. **PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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.

- VII. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
- A. Contractor's name and address
  - B. Contractor's remittance address, if different from (A), above
  - C. Name of County agency/department
  - D. Delivery/service address
  - E. Contract number
  - F. Service Date
  - G. Description of Services
  - H. Total
  - I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works  
Procurement Services  
Attn: Accounts Payable  
300 N. Flower St., 8th Fl.  
Santa Ana, CA 92703

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.



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

**Proposal**  
**Cities of Bellflower, Lakewood, & Cerritos**  
**G2 Full-Capture Catch Basin Insert Project**

Customer: **City of Bellflower** Prepared: 9/21/2016  
 Public Works Department  
 16600 Civic Center Drive  
 Bellflower, CA  
 Contact: Bernardo Iniguez By: Eric H. Taylor  
 Public Works Manager Phone: 714.679.2550  
 Phone: (562) 804-1424, ext. 2233 etaylor@G2Construction.com

*Eric H. Taylor*

Customer: **City of Lakewood**  
 Public Works Department  
 5050 Clark Ave, Lakewood, CA  
 Contact: Konya Vivanti  
 Environmental Programs Manager  
 Phone: 562-866-9771 ext. 2507

Customer: **City of Cerritos**  
 Contact: Mike O'Grady  
 Environmental Services Manager  
 Phone: 562-916-1226 [mogrady@cerritos.us](mailto:mogrady@cerritos.us)

**DESCRIPTION**

City of Bellflower has identified 192 City-Owned catch basins for "Full-Capture" connector pipe screen (CPS) installations. City of Lakewood has identified 48 City-Owned catch basins, and City of Cerritos has identified 3 for "Full-Capture" connector pipe screen (CPS) installations. G2 proposes to fabricate and install 242 G2's CPS-Mod full-capture devices in these City identified catch basins.

**City of BELLFLOWER**

Count	Bellflower CB#	Location	Latitude	Longitude	Curb Open Width (ft)	CPS Model	CPS Unit Price*
1	26	10111 Rose	33.869861	-118.117389	3.5	G2 CPS-Mod	\$500
2	27	17800 Woodruff	33.871167	-118.117111	7	G2 CPS-Mod	\$500
3	28	10146 Artesia	33.872250	-118.117417	3.5	G2 CPS-Mod	\$500
4	29	10153 Artesia	33.873000	-118.117639	14	G2 CPS-Mod	\$500
5	30	10201 Artesia	33.873000	-118.117056	14	G2 CPS-Mod	\$500
6	31	17500 Woodruff	33.873722	-118.117083	3.5	G2 CPS-Mod	\$500
7	32	17432 Woodruff	33.873806	-118.117111	3.5	G2 CPS-Mod	\$500
8	33	17406 Woodruff	33.874639	-118.117111	7	G2 CPS-Mod	\$500
9	34	17326 Woodruff	33.874722	-118.117083	7	G2 CPS-Mod	\$500
10	35	17326 Woodruff	33.874778	-118.117194	10	G2 CPS-Mod	\$500
11	36	17401 Woodruff	33.874778	-118.117500	7	G2 CPS-Mod	\$500
12	37	10145 Artesia	33.874917	-118.117500	7	G2 CPS-Mod	\$500
13	38	10145 Artesia	33.875000	-118.117417	7	G2 CPS-Mod	\$500
14	39	17302 Woodruff	33.875778	-118.117000	14	G2 CPS-Mod	\$500

15	40	17302 Woodruff	33.875861	-118.117028	14	G2 CPS-Mod	\$500
16	41	10122 Beverly	33.875833	-118.117500	3.5	G2 CPS-Mod	\$500
17	42	10122 Beverly	33.875917	-118.117417	7	G2 CPS-Mod	\$500
18	43	17301 Josie	33.876250	-118.115167	14	G2 CPS-Mod	\$500
19	44	10143 Palm	33.876722	-118.117528	7	G2 CPS-Mod	\$500
20	45	10143 Palm	33.876806	-118.117417	3.5	G2 CPS-Mod	\$500
21	46	17137 Woodruff	33.877500	-118.117500	3.5	G2 CPS-Mod	\$500
22	47	17126 Woodruff	33.877667	-118.117194	3.5	G2 CPS-Mod	\$500
23	48	17105 Woodruff	33.878417	-118.117639	3.5	G2 CPS-Mod	\$500
24	49	10149 Park	33.878528	-118.117500	3.5	G2 CPS-Mod	\$500
25	50	10205 Park	33.878556	-118.117194	14	G2 CPS-Mod	\$500
26	51	17057 Woodruff	33.878667	-118.117444	14	G2 CPS-Mod	\$500
27	52	17103 Bixby	33.878417	-118.121083	3.5	G2 CPS-Mod	\$500
28	53	17057 Bixby	33.878639	-118.120972	14	G2 CPS-Mod	\$500
29	54	17054 Bixby	33.878639	-118.120806	7	G2 CPS-Mod	\$500
30	55	9960 Ramona	33.872972	-118.120861	7	G2 CPS-Mod	\$500
31	56	10001 Ramona	33.873083	-118.120694	7	G2 CPS-Mod	\$500
32	57	10044 Artesia	33.873417	-118.119722	14	G2 CPS-Mod	\$500
33	58	9934 Artesia	33.874556	-118.121583	3.5	G2 CPS-Mod	\$500
34	59	9929 Artesia	33.874889	-118.121861	3.5	G2 CPS-Mod	\$500
35	77	9503 Park	33.878500	-118.131611	3.5	G2 CPS-Mod	\$500
36	78	9502 Park	33.878389	-118.131611	3.5	G2 CPS-Mod	\$500
37	79	17059 Ardmore	33.878500	-118.129250	7	G2 CPS-Mod	\$500
38	80	9572 Park	33.878389	-118.129250	3.5	G2 CPS-Mod	\$500
39	81	9600 Park	33.878389	-118.128944	3.5	G2 CPS-Mod	\$500
40	82	17052 Ardmore	33.878500	-118.128944	3.5	G2 CPS-Mod	\$500
41	108	10407 Park	33.877611	-118.148694	14	G2 CPS-Mod	\$500
42	109	8572 Park	33.878306	-118.148778	3.5	G2 CPS-Mod	\$500
43	110	8610 Park	33.878306	-118.148444	3.5	G2 CPS-Mod	\$500
44	111	17050 Passage	33.878500	-118.148556	3.5	G2 CPS-Mod	\$500
45	112	17045 Passage	33.878500	-118.148694	3.5	G2 CPS-Mod	\$500
46	118	17301 Josie	33.876250	-118.115167	7	G2 CPS-Mod	\$500
47	119	10238 Beach	33.876917	-118.115194	14	G2 CPS-Mod	\$500
48	129	10205 Park	33.878556	-118.117194	14	G2 CPS-Mod	\$500
49	130	17057 Woodruff	33.878667	-118.117444	14	G2 CPS-Mod	\$500
50	131	17057 Bixby	33.878528	-118.121056	3.5	G2 CPS-Mod	\$500
51	132	17057 Bixby	33.878639	-118.120972	14	G2 CPS-Mod	\$500
52	133	17054 Bixby	33.878639	-118.120806	7	G2 CPS-Mod	\$500
53	134	17023 Bixby	33.879444	-118.121056	3.5	G2 CPS-Mod	\$500
54	135	17023 Bixby	33.879556	-118.120972	3.5	G2 CPS-Mod	\$500
55	136	16925 Bixby	33.880361	-118.121056	3.5	G2 CPS-Mod	\$500
56	137	16925 Bixby	33.880472	-118.120972	3.5	G2 CPS-Mod	\$500
57	138	16924 Bixby	33.880333	-118.120722	3.5	G2 CPS-Mod	\$500
58	139	16924 Bixby	33.880472	-118.120833	3.5	G2 CPS-Mod	\$500
59	140	16825 Bixby	33.881250	-118.121083	7	G2 CPS-Mod	\$500
60	141	16825 Bixby	33.881361	-118.120972	3.5	G2 CPS-Mod	\$500
61	142	16824 Bixby	33.881361	-118.120833	3.5	G2 CPS-Mod	\$500
62	143	16805 Bixby	33.882028	-118.121083	7	G2 CPS-Mod	\$500
63	144	10007 Flower	33.882194	-118.120861	21	G2 CPS-Mod	\$500
64	145	16600 Civic Center	33.883583	-118.122250	7	G2 CPS-Mod	\$500
65	146	16307 Bellflower	33.886417	-118.125389	3.5	G2 CPS-Mod	\$500
66	147	16310 Bellflower	33.886417	-118.125167	3.5	G2 CPS-Mod	\$500
67	148	9944 Flora Vista	33.884500	-118.121250	3.5	G2 CPS-Mod	\$500
68	149	16441 Cornuta	33.884028	-118.119917	14	G2 CPS-Mod	\$500
69	150	10125 Flora Vista	33.883361	-118.119750	14	G2 CPS-Mod	\$500
70	151	10100 Flora Vista	33.882306	-118.118194	3.5	G2 CPS-Mod	\$500
71	158	16615 Bellflower	33.883611	-118.125333	10	G2 CPS-Mod	\$500
72	159	9602 Flower	33.882000	-118.129000	3.5	G2 CPS-Mod	\$500
73	160	16716 Ardmore	33.882167	-118.128944	3.5	G2 CPS-Mod	\$500
74	161	16716 Ardmore	33.882250	-118.129056	3.5	G2 CPS-Mod	\$500
75	162	16723 Ardmore	33.882250	-118.129194	3.5	G2 CPS-Mod	\$500
76	163	16622 Ardmore	33.883000	-118.128972	3.5	G2 CPS-Mod	\$500
77	164	16622 Ardmore	33.883083	-118.129028	3.5	G2 CPS-Mod	\$500
78	165	9603 Belmont	33.883833	-118.128972	3.5	G2 CPS-Mod	\$500
79	166	9603 Belmont	33.883917	-118.129056	3.5	G2 CPS-Mod	\$500

80	167		9601 Oak	33.884722	-118.129000	3.5	G2 CPS-Mod	\$500
81	168		9601 Oak	33.884778	-118.129056	3.5	G2 CPS-Mod	\$500
82	183		16802 Virginia	33.881944	-118.138139	7	G2 CPS-Mod	\$500
83	184		9242 Laurel	33.882111	-118.138139	7	G2 CPS-Mod	\$500
84	185		9159 Flower	33.882250	-118.138389	7	G2 CPS-Mod	\$500
85	186		9242 Laurel	33.882194	-118.138222	7	G2 CPS-Mod	\$500
86	187		9157 Laurel	33.883083	-118.138389	3.5	G2 CPS-Mod	\$500
87	188		9203 Laurel	33.883083	-118.138222	3.5	G2 CPS-Mod	\$500
88	189		9203 Belmont	33.884028	-118.138222	3.5	G2 CPS-Mod	\$500
89	190		9157 Belmont	33.884000	-118.138389	3.5	G2 CPS-Mod	\$500
90	198		16917 Lakewood	33.880333	-118.142778	21	G2 CPS-Mod	\$500
91	199		16917 Lakewood	33.880417	-118.142806	21	G2 CPS-Mod	\$500
92	205		10063 Flora Vista	33.883972	-118.119944	3.5	G2 CPS-Mod	\$500
93	224		9601 Mayne	33.885556	-118.128972	3.5	G2 CPS-Mod	\$500
94	225		9601 Mayne	33.885639	-118.129083	3.5	G2 CPS-Mod	\$500
95	226		9603 Olive	33.886417	-118.128972	3.5	G2 CPS-Mod	\$500
96	227		9603 Olive	33.886500	-118.129083	3.5	G2 CPS-Mod	\$500
97	228		9602 Olive	33.886333	-118.128972	3.5	G2 CPS-Mod	\$500
98	229		9542 Pacific	33.888139	-118.130444	3.5	G2 CPS-Mod	\$500
99	230		9542 Pacific	33.888222	-118.130361	7	G2 CPS-Mod	\$500
100	231		9515 Harvard	33.888500	-118.131139	3.5	G2 CPS-Mod	\$500
101	233		9530 Alondra	33.889222	-118.131333	7	G2 CPS-Mod	\$500
102	256		9203 Oak	33.884917	-118.138250	3.5	G2 CPS-Mod	\$500
103	257		9159 Oak	33.884889	-118.138389	3.5	G2 CPS-Mod	\$500
104	258		9159 Mayne	33.885611	-118.138389	3.5	G2 CPS-Mod	\$500
105	259		9201 Mayne	33.885611	-118.138250	3.5	G2 CPS-Mod	\$500
106	260		16216 Virginia	33.886444	-118.138250	3.5	G2 CPS-Mod	\$500
107	261		9159 Olive	33.886389	-118.138389	3.5	G2 CPS-Mod	\$500
108	262		8744 Olive	33.886417	-118.145222	3.5	G2 CPS-Mod	\$500
109	333		15516 Woodington	33.892750	-118.135083	7	G2 CPS-Mod	\$500
110	334		15517 Woodington	33.892833	-118.135250	7	G2 CPS-Mod	\$500
111	339		15551 Santa Ana	33.891861	-118.136500	3.5	G2 CPS-Mod	\$500
112	341		15551 Santa Ana	33.891806	-118.136250	3.5	G2 CPS-Mod	\$500
113	342		15548 Santa Ana	33.891722	-118.136111	3.5	G2 CPS-Mod	\$500
114	351		10404 Rosecrans	33.900500	-118.113056	7	G2 CPS-Mod	\$500
115	352		14500 McNab	33.900028	-118.113083	3.5	G2 CPS-Mod	\$500
116	353		14500 McNab	33.900250	-118.113083	3.5	G2 CPS-Mod	\$500
117	354		14500 Candlewood	33.900333	-118.113250	7	G2 CPS-Mod	\$500
118	355		10357 Mapledale	33.898528	-118.113222	21	G2 CPS-Mod	\$500
119	356		10357 Mapledale	33.898444	-118.113389	7	G2 CPS-Mod	\$500
120	357		10403 Mapledale	33.898528	-118.113083	21	G2 CPS-Mod	\$500
121	358		10403 Mapledale	33.898444	-118.112944	14	G2 CPS-Mod	\$500
122	359		10358 Mapledale	33.898306	-118.113361	7	G2 CPS-Mod	\$500
123	360		10402 Mapledale	33.898306	-118.112972	21	G2 CPS-Mod	\$500
124	372		10148 Rosecrans	33.901917	-118.116917	3.5	G2 CPS-Mod	\$500
125	373		10148 Rosecrans	33.901722	-118.116806	21	G2 CPS-Mod	\$500
126	374		10234 Rosecrans	33.901917	-118.115417	3.5	G2 CPS-Mod	\$500
127	375		10238 Rosecrans	33.901917	-118.115139	7	G2 CPS-Mod	\$500
128	376		14303 Cabell	33.901889	-118.122389	7	G2 CPS-Mod	\$500
129	377		14302 Cabell	33.901889	-118.122028	14	G2 CPS-Mod	\$500
130	378		14302 Cabell	33.901750	-118.122139	7	G2 CPS-Mod	\$500
131	398		9567 Heiner	33.898750	-118.129139	7	G2 CPS-Mod	\$500
132	399		9567 Heiner	33.898694	-118.129306	3.5	G2 CPS-Mod	\$500
133	400		14622 Charlemagne	33.898389	-118.129083	7	G2 CPS-Mod	\$500
134	401		9569 Mandale	33.897972	-118.129694	3.5	G2 CPS-Mod	\$500
135	402		9569 Mandale	33.897944	-118.129833	3.5	G2 CPS-Mod	\$500
136	403		9539 Faywood	33.897583	-118.130306	14	G2 CPS-Mod	\$500
137	404		9538 Faywood	33.897500	-118.130361	14	G2 CPS-Mod	\$500
138	460		10153 Rosecrans	33.902361	-118.116806	21	G2 CPS-Mod	\$500
139	461		10153 Rosecrans	33.902139	-118.117028	7	G2 CPS-Mod	\$500
140	462		10205 Rosecrans	33.902389	-118.116528	21	G2 CPS-Mod	\$500
141	463		14031 Bergen	33.903222	-118.116417	7	G2 CPS-Mod	\$500
142	464		14031 Bergen	33.903306	-118.116528	7	G2 CPS-Mod	\$500
143	465		13742 Woodruff	33.906194	-118.116389	7	G2 CPS-Mod	\$500
144	466		13742 Woodruff	33.906194	-118.116528	7	G2 CPS-Mod	\$500

145	467	13729 Woodruff	33.906639	-118.116806	3.5	G2 CPS-Mod	\$500
146	468	13749 Faust	33.906194	-118.115500	3.5	G2 CPS-Mod	\$500
147	469	13748 Faust	33.906194	-118.115389	7	G2 CPS-Mod	\$500
148	470	13803 Faust	33.906000	-118.115611	3.5	G2 CPS-Mod	\$500
149	471	13749 Carpintero	33.906194	-118.114472	7	G2 CPS-Mod	\$500
150	472	13748 Carpintero	33.906194	-118.114333	7	G2 CPS-Mod	\$500
151	473	13748 Carpintero	33.906111	-118.114222	7	G2 CPS-Mod	\$500
152	474	13803 Carpintero	33.906000	-118.114583	3.5	G2 CPS-Mod	\$500
153	475	13802 Carpintero	33.906000	-118.114222	7	G2 CPS-Mod	\$500
154	476	10103 Muroc	33.908778	-118.116528	3.5	G2 CPS-Mod	\$500
155	477	13403 Faust	33.909722	-118.115333	3.5	G2 CPS-Mod	\$500
156	478	13402 Faust	33.909722	-118.114917	3.5	G2 CPS-Mod	\$500
157	479	9939 Rosecrans	33.902222	-118.120917	3.5	G2 CPS-Mod	\$500
158	480	14143 Dunrobin	33.902222	-118.121056	3.5	G2 CPS-Mod	\$500
159	481	9903 Rosecrans	33.902111	-118.122056	21	G2 CPS-Mod	\$500
160	482	9891 Rosecrans	33.902111	-118.122194	28	G2 CPS-Mod	\$500
161		9722 Pacific	33.886182	-118.126620	3.5	G2 CPS-Mod	\$500
162		A/F 9722 Pacific	33.886280	-118.126567	3.5	G2 CPS-Mod	\$500
163		A/F 9515 Pacific	33.883430	-118.121179	3.5	G2 CPS-Mod	\$500
164		15925 Ryon	33.888382	-118.128719	7	G2 CPS-Mod	\$500
165		9542 Flower	33.881988	-118.130352	3.5	G2 CPS-Mod	\$500
166		W/S Woodruff N/O Flower	33.882458	-118.117448	10	G2 CPS-Mod	\$500
167		9915 Flower	33.882184	-118.122457	3.5	G2 CPS-Mod	\$500
168		16730 Bellflower	33.882177	-118.125028	7	G2 CPS-Mod	\$500
169		E/S Bellflower N/O Belmont	33.883718	-118.125159	7	G2 CPS-Mod	\$500
170		S/S Oak E/O Bellflower	33.884605	-118.125124	7	G2 CPS-Mod	\$500
171		N/S Oak E/O Bellflower	33.884711	-118.125112	7	G2 CPS-Mod	\$500
172		E/S Bellflower N/O Oak	33.884778	-118.125213		G2 CPS-Mod	\$500
173		E/S Bellflower N/O Flora Vista	33.886754	-118.125176	7	G2 CPS-Mod	\$500
174		N/S Flora Vista W/O Eucalyptus	33.885133	-118.122188	3.5	G2 CPS-Mod	\$500
175		E/S Eucalyptus N/O Flora Vista	33.885125	-118.121940	7	G2 CPS-Mod	\$500
176		S/S Flora Vista W/O Cornuta	33.883184	-118.119881	3.5	G2 CPS-Mod	\$500
177		N/S Flower W/O Post Office	33.882186	-118.122455	3.5	G2 CPS-Mod	\$500
178		E/S Bellflower N/O Artesia	33.874949	-118.125423	3.5	G2 CPS-Mod	\$500
179		E/S Bellflower S/O 91	33.875513	-118.125321	3.5	G2 CPS-Mod	\$500
180		E/S Bellflower N/O 91	33.876510	-118.125346	3.5	G2 CPS-Mod	\$500
181		N/S Artesia W/O Bellflower	33.876510	-118.125346	3.5	G2 CPS-Mod	\$500
182		10142 Park	33.878422	-118.117653	3.5	G2 CPS-Mod	\$500
183		A/F 9932 Beverly	33.875783	-118.121840	3.5	G2 CPS-Mod	\$500
184		9932 Beverly	33.875686	-118.121887	3.5	G2 CPS-Mod	\$500
185		9942 Beverly	33.875683	-118.121736	3.5	G2 CPS-Mod	\$500
186		W/S Bellflower N/O 91	33.876511	-118.125347	3.5	G2 CPS-Mod	\$500
187		W/S Bellflower S/O 91	33.875884	-118.125349	3.5	G2 CPS-Mod	\$500
188		W/S Bellflower S/O 91 off ramp	33.876511	-118.125347	3.5	G2 CPS-Mod	\$500
189		W/S Bellflower N/O Artesia	33.874947	-118.125426	3.5	G2 CPS-Mod	\$500
190		17515 Palo Verde	33.873736	-118.108676	7	G2 CPS-Mod	\$500
191		A/F 17515 Palo Verde	33.873730	-118.108461	7	G2 CPS-Mod	\$500
192		W/S Woodruff N/O Plunkett	33.872298	-118.117420	3.5	G2 CPS-Mod	\$500

CPS Sub-Total	\$96,000
Traffic Control	\$6,250
Tax	\$0
Shipping	\$0
Surcharge	\$0
<b>Total</b>	<b>\$102,250</b>

See NOTES & CONDITIONS at bottom of quote

<u>Optional</u>	
Staff Gauge painting @ \$60/CB x 192 CBs	\$11,520
Bonds - Performance & Payment	\$3,579

**\*Cities of Lakewood & Cerritos eligible for Bellflower's volume discount if installed at same time as part of same project.**

**City of LAKEWOOD**

Count	Lakewood ID#		Address	Lat.	Long.	Width	CPS Model	CPS Unit Price*
193	1923	171	3924 Del Amo Blvd	33.846591	-118.146262	14	G2 CPS-Mod	\$500
194	1923	247	4944 Paramount Blvd	33.848485	-118.159758	3.5	G2 CPS-Mod	\$500
195	1923	248	4945 Paramount Blvd	33.848489	-118.160029	3.5	G2 CPS-Mod	\$500
196	1923	253	2952 Del Amo Blvd	33.846875	-118.154955	10	G2 CPS-Mod	\$500
197	1923		2952 Del Amo (Frontage Rd)	33.84698	-118.154909	3.5	G2 CPS-Mod	\$500
198	1923	254	3104 Del Amo Blvd	33.846884	-118.154585	10	G2 CPS-Mod	\$500
199	1923	255	4803 Paramount Blvd	33.845555	-118.160198	21	G2 CPS-Mod	\$500
200	1923	256	4843 Paramount Blvd	33.846751	-118.160033	3.5	G2 CPS-Mod	\$500
201	1923	257	3333 Del Amo Blvd (west)	33.847331	-118.151426	3.5	G2 CPS-Mod	\$500
202	1923	258	4907 Downey Ave	33.847368	-118.151302	3.5	G2 CPS-Mod	\$500
203	1923	259	4902 Downey Ave	33.84737	-118.151109	3.5	G2 CPS-Mod	\$500
204	1923	260	4904 Downey Ave (FRD)	33.847355	-118.151027	3.5	G2 CPS-Mod	\$500
205	1923	262	3504 Del Amo Blvd (FRD)	33.847038	-118.150938	3.5	G2 CPS-Mod	\$500
206	1923	263	3502 Del Amo Blvd	33.846874	-118.150989	14	G2 CPS-Mod	\$500
207	1923	264	4852 Downey Ave	33.846773	-118.151138	14	G2 CPS-Mod	\$500
208	1923	265	4889 Downey Ave	33.846817	-118.151272	14	G2 CPS-Mod	\$500
209	1923	266	3472 Del Amo Blvd	33.846916	-118.151415	21	G2 CPS-Mod	\$500
210	1923	267	3474 Del Amo Blvd (FRD)	33.847021	-118.151348	3.5	G2 CPS-Mod	\$500
211	1923	269	4901 Hayter Ave	33.847442	-118.146183	14	G2 CPS-Mod	\$500
212	1923	270	4902 Hayter Ave	33.84744	-118.146053	14	G2 CPS-Mod	\$500
213	1923	271	3915 Del Amo Blvd	33.847352	-118.145941	14	G2 CPS-Mod	\$500
214	1923	281	4791 Paramount Blvd	33.845318	-118.160178	21	G2 CPS-Mod	\$500
215	1923	283	4323 Hardwick st	33.85056	-118.142201	3.5	G2 CPS-Mod	\$500
216	1923	284	4322 Hardwick st	33.850387	-118.142201	3.5	G2 CPS-Mod	\$500
217	1923	285	4910 Lakewood (north)	33.848055	-118.142228	3.5	G2 CPS-Mod	\$500
218	1923	xx2	2626 Del Amo Blvd	33.846952	-118.160316	21	G2 CPS-Mod	\$500
219	1924	66	4127 Paramount Blvd	33.83341	-118.1601	3.5	G2 CPS-Mod	\$500
220	1924	67	4101 Brock Ave	33.832629	-118.15811	7	G2 CPS-Mod	\$500
221	1924	70	4103 Obispo Ave	33.832696	-118.15724	14	G2 CPS-Mod	\$500
222	1924	73	4102 Levelside Rd	33.832637	-118.156408	7	G2 CPS-Mod	\$500
223	1924	77	3372 Carson st	33.832274	-118.153526	7	G2 CPS-Mod	\$500
224	1976	175	6245 Woodruff Ave	33.868782	-118.117368	7	G2 CPS-Mod	\$500
225	1976	176	6244 Woodruff Ave	33.868903	-118.117089	7	G2 CPS-Mod	\$500
226	1976	177	6251 Woodruff Ave	33.868868	-118.117368	7	G2 CPS-Mod	\$500
227	1976	178	6248 Woodruff Ave	33.868791	-118.117099	7	G2 CPS-Mod	\$500
228	1976	179	6223 Woodruff Ave	33.868089	-118.11736	7	G2 CPS-Mod	\$500
229	1976	180	5889 Ashworth st	33.868024	-118.117439	3.5	G2 CPS-Mod	\$500
230	1976	181	6202 Woodruff Ave (FRD)	33.867565	-118.117079	7	G2 CPS-Mod	\$500
231	1977	152	5088 Hardwick st	33.850362	-118.13398	7	G2 CPS-Mod	\$500
232	1977	153	5089 Hardwick st	33.850542	-118.134027	7	G2 CPS-Mod	\$500
233	1977	248	6315 Del Amo Blvd	33.847241	-118.108999	3.5	G2 CPS-Mod	\$500
234	1977	249	6315 Del Amo Blvd (FRD)	33.847126	-118.109022	3.5	G2 CPS-Mod	\$500
235	1977	250	6369 Del Amo Blvd	33.847117	-118.108057	7	G2 CPS-Mod	\$500
236	1977	251	4906 Palo Verde Ave	33.847233	-118.107605	3.5	G2 CPS-Mod	\$500
237	1977	282	4949 Woodruff Ave	33.848399	-118.116807	21	G2 CPS-Mod	\$500
238	1977	283	4951 Woodruff Ave	33.848437	-118.116671	14	G2 CPS-Mod	\$500
239	1977	284	4948 Woodruff Ave	33.848425	-118.1164	14	G2 CPS-Mod	\$500
240	1977	285	4944 Woodruff Ave	33.848331	-118.116261	14	G2 CPS-Mod	\$500

CPS Sub-Total	\$24,000
Traffic Control	\$5,000
Tax	\$0
Shipping	\$0
Surcharge	\$0
<b>Total</b>	<b>\$29,000</b>

**See NOTES & CONDITIONS at bottom of quote**

Optional  
Staff Gauge painting @ \$60/CB x 48 CBs \$2,880

**City of CERRITOS**

Count	Cerritos ID#	Address	Lat.	Long.	Width	CPS Model	Price*
241	tbd	10715 Droxford Street	33.860618	-118.107729	7	G2 CPS-Mod	\$500
242	tbd	18943 Vickie Avenue	33.859318	-118.052833	7	G2 CPS-Mod	\$500
243	tbd	10801 166th Street	33.880306	-118.102821	21	G2 CPS-Mod	\$500

See NOTES & CONDITIONS at bottom of quote

CPS Sub-Total	\$1,500
Traffic Control / Travel	\$1,250
Tax	\$0
Shipping	\$0
Surcharge	\$0
<b>Total</b>	<b>\$2,750</b>
<u>Optional</u>	
Staff Gauge painting @ \$60/CB x 3 CBs	\$180

**NOTES & CONDITIONS for ALL CITIES :**

- 1 Only City-owned catch basins to be installed. All locations installed as one project at same time.
- 2 Quote applies only to catch basin with discharge pipes <= 24" diameter. Larger pipes custom quoted separately.
- 3 CPS screen surface not to exceed 6 sqft. Deflector included when needed. Non-typical CBs custom quoted separa
- 4 G2 to provide lane-closure traffic control on up to 51 locations. TC plans not included.
- 5 One "after" photo of each installed device included.
- 6 Quote does not include: bond costs, permit fees, City business license.
- 7 Optional: painted staff gauge inside CB or stencil.
- 8 Catch basin cleaning to be performed by the City. Not included in price.
- 9 Some locations may not be installable. Field conditions to determine.
- 10 If multiple discharge pipes in same CB, price given is per CPS installed.

\* **CPS Volume Pricing Included (101-500 Devices)**



# CPS Modular Series™

(Patent Pending)

## FULL-CAPTURE SYSTEMS



**G2's CPS-Mod Series™** screens are full-capture systems with a revolutionary modular design, and easy installation inside catch basins. Approved by Los Angeles County DPW and agencies nationwide, it prevents trash, pollutants, and debris from entering the water system through the outlet pipe.



- Approved "Full-Capture System"
- Captures 100% of trash and debris 5mm or larger
- Fits all catch basins
- Stainless steel
- Fabrication - "Made in California, USA"

Recommended with [ARS CamLock Series™](#)

G2's CPS-Mod Series™  
(Patent Pending)





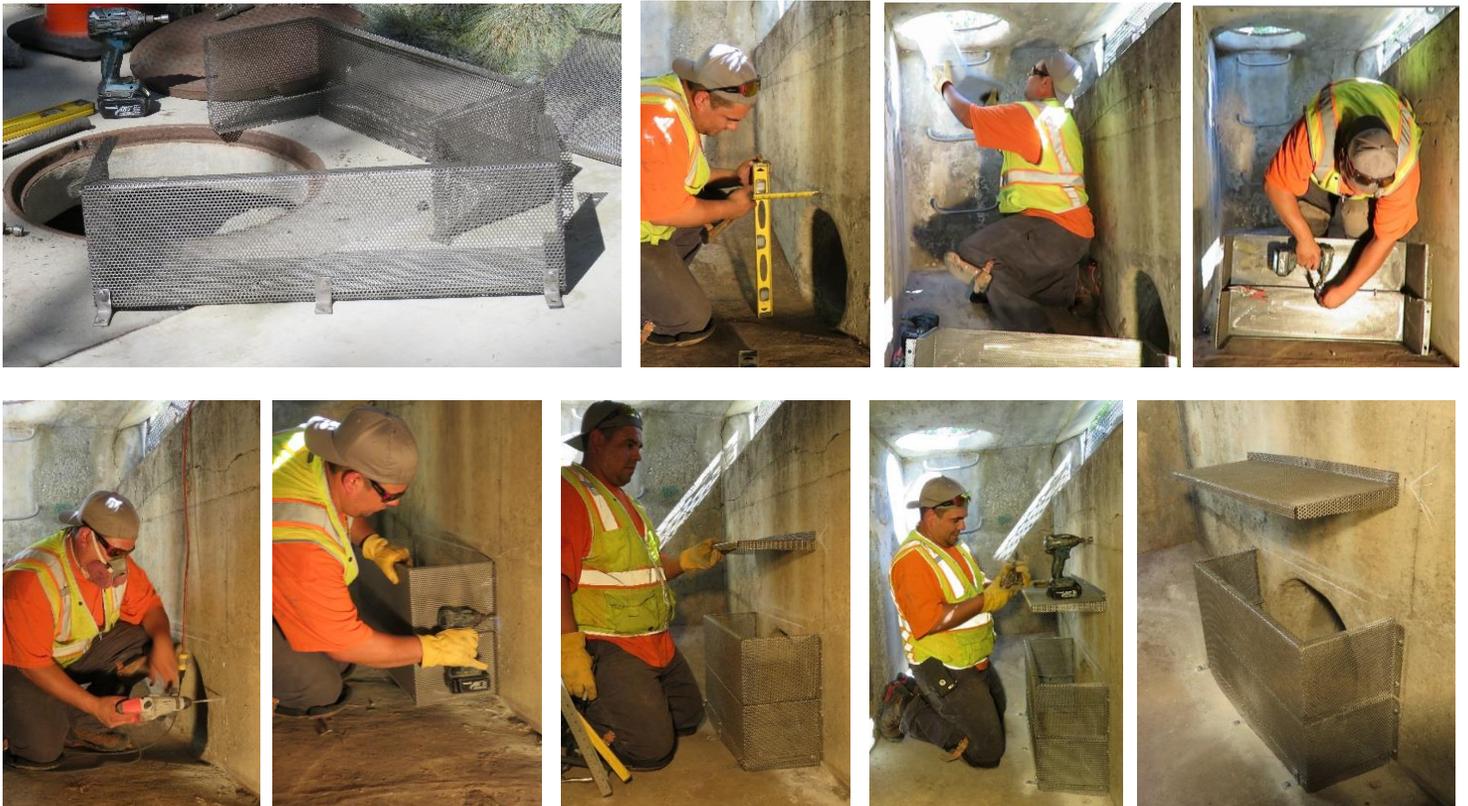
# CPS Modular Series™

(Patent Pending)

## FULL-CAPTURE SYSTEMS



Modular design fits all catch basin types with efficient installation process. (Pat. Pending)



**Connector Pipe Screen (CPS)  
Specifications, Installation, Operations & Maintenance**

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**CPS Specifications**

**Function:**

- Captures all pollutants 5mm and larger that enters the catch basin. Thereby preventing the pollutants from exiting through the outlet pipe and entering the water systems.
- Pollutants prevented from exiting 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.

**Design, Flexibility, & Approval:**

- Custom designed and fabricated for each catch basin; no two CBs are exactly alike.
- Fits any standard catch.
- Approved for Orange County cities, and by Los Angeles County DPW, and the San Francisco Bay Area Water Quality Control Board.

**Material, Fabrication, & Warranty:**

- 100% stainless steel device (see detailed drawings).
- Fabricated locally in Orange County. *“Made in California, USA”*
- 20-year expected life.

**Value:**

- G2’s CPS in combination with the G2’s ARS CL12™ creates the G2 “Full Capture System,” and produces the most effective BMP system and greatest value.
- Low initial capital investment relative to other proven water quality BMPs. Low long-term and total lifetime cost compared to any water quality BMP or “doing nothing”.
- Requires no replacement filters or parts.

**Public Outreach:**

- Residents aware of the CPS installed in their local catch basin perceive it to be an environmental benefit and source of community pride.

**Connector Pipe Screen (CPS)  
Specifications, Installation, Operations & Maintenance**

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**CPS Fabrication & Installation**

**Data Collection by G2:**

- Target catch basins are identified in conjunction with the Customer.
- Measurements are taken for each catch basin.
- Catch basin conflicts, oddities, and needed repairs are identified.

**Fabrication & Installation by G2:**

- Each device is custom fabricated in Orange County and on-site by welders under Quality Control procedures. *“Made in California, USA”*
- Pre-installation activities are coordinated with the Customer. Including pre-construction meeting, installation schedule, required permits, safety procedures, traffic control, inspector relations, communication plan, reporting requirements, photo req., etc.
- Installations are performed by trained & certified G2 Construction personnel to insure the highest level of quality control. All installers are confined space certified.
- Public safety and worker safety are always top priority.
- Installations and approvals are coordinated with the authorized inspector and Customer.

**CPS Maintenance**

**Maintenance Requirements:**

- Regular street sweeping is strongly recommended to remove trash, debris, and pollutants from streets before they enter catch basins.
- Visual inspection of the CPS device should be made at least semi-annually, and more frequently if debris regularly builds up around or clogs the CPS screen. Damaged or vandalized devices should be photographed and documented.

**Annual Maintenance Requirements:**

- The CPS screen and the catch basin must be completely cleaned of debris at least annually.

**Service & Repairs:**

- Service, repair, and replacement parts available from G2 Construction.

G2 Construction, Inc.  
CPS Installations



**G2 Construction, Inc.**  
**Connector Pipe Screen (CPS)**

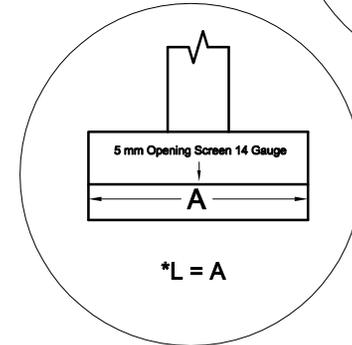
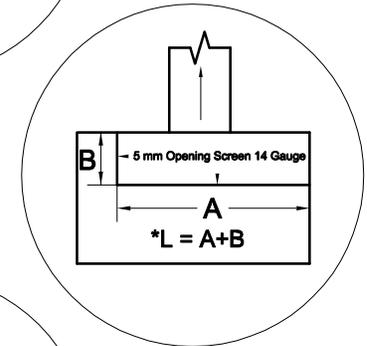
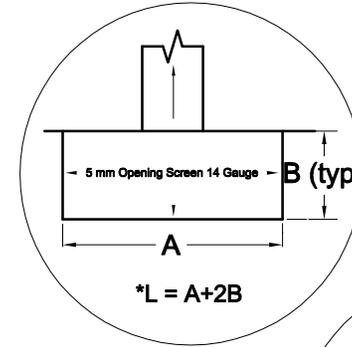
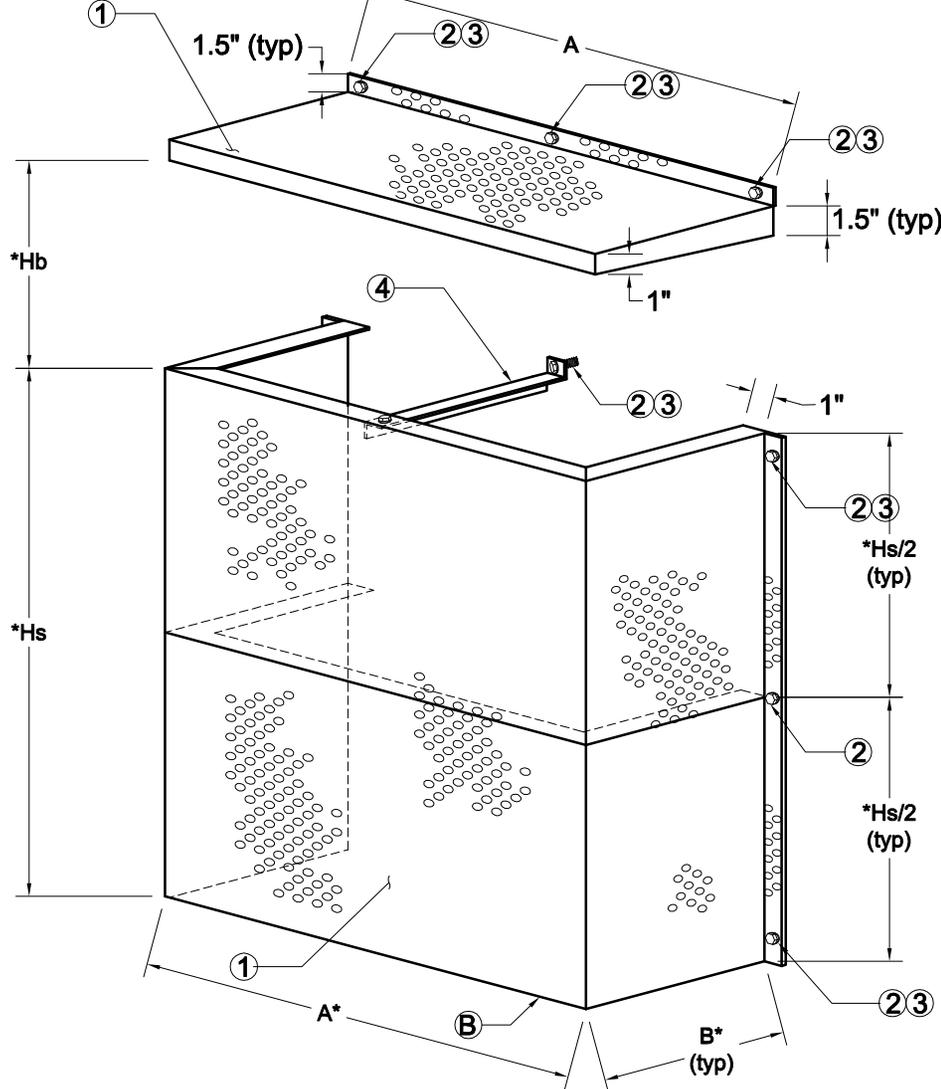
**Full Capture Model: G2- CPS Modular**

Patent Pending

**CONFIDENTIAL**

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
<input checked="" type="checkbox"/> ACCEPTED	<input type="checkbox"/> MAKE CORRECTIONS NOTED
<input type="checkbox"/> REVISE CALCULATIONS	<input type="checkbox"/> REJECTED
REVIEW IS PERFORMED BY THE DEPARTMENT TO ENSURE THE CONTRACTOR'S GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE CORRECTNESS OF DIMENSIONS, PROPER CONSTRUCTION AND INSTALLATION METHODS, AND FOR FULFILLING ALL CONTRACTUAL REQUIREMENTS. ACCEPTANCE INDICATED HEREON DOES NOT RELIEVE THE CONTRACTOR OF THESE OBLIGATIONS.	
BY: Steve Dickson	DATE 10-08-15

TOP DEFLECTOR SIZED TO COVER CPS



**NOTES:**

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

**\*SEE APPENDIX A-1, B-1 AND B-2  
 CPS SIZING TABLES**

**NOT TO SCALE**

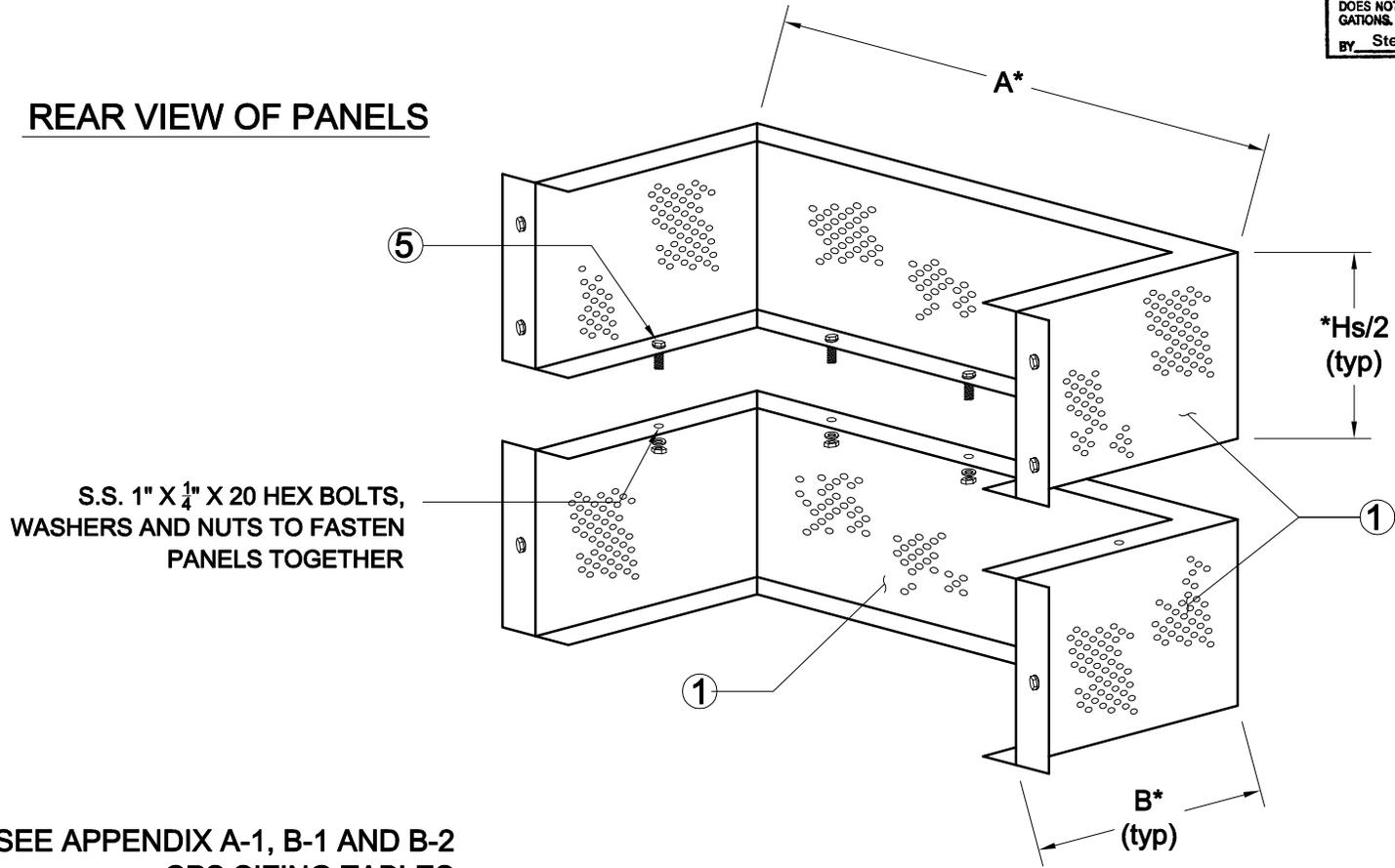
ITEM	DESCRIPTION	MATERIAL	SIZE
(1)	PERF. METAL	304 STAINLESS STEEL	5 mm 14 GAUGE
(2)	HEX LAG	STAINLESS STEEL	1-1/2" X 1/4" DIAMETER
(3)	ALLIGATOR ANCHOR	PLASTIC	1-1/2" X 5/16" DIAMETER
(4)	SUPPORT BRACKET	304 STAINLESS STEEL	5 mm 14 GAUGE, 1-1/2" x 1-1/2"

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

**CONFIDENTIAL**

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
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BY <u>Steve Dickson</u> DATE <u>10-08-15</u>

REAR VIEW OF PANELS



\*SEE APPENDIX A-1, B-1 AND B-2  
 CPS SIZING TABLES

ITEM	DESCRIPTION	MATERIAL	SIZE
①	PERF. METAL	304 STAINLESS STEEL	5 mm 14 GAUGE
⑤	HEX BOLT, WASHER, NUT	STAINLESS STEEL	1" X 1/4" DIAMETER

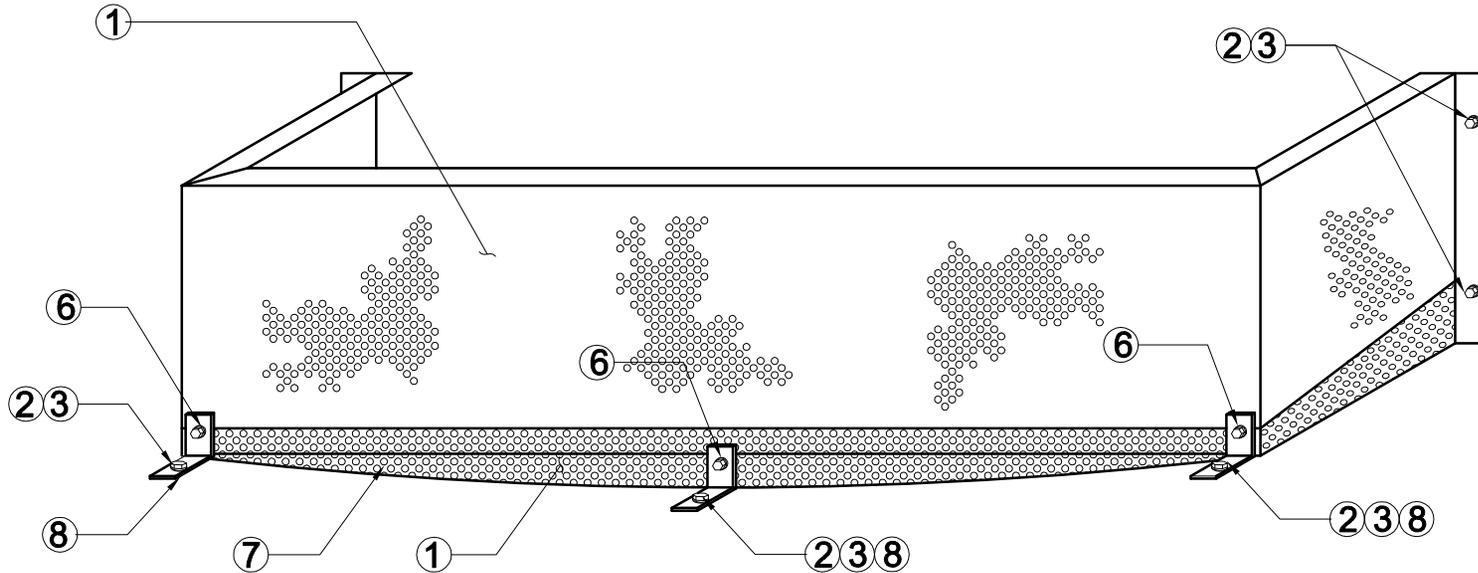
NOT TO SCALE

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

**CONFIDENTIAL**

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
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<input type="checkbox"/> REVISE CALCULATIONS	<input type="checkbox"/> REJECTED
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By <u>Steve Dickson</u>	DATE <u>10-08-15</u>

**BRACKET & MOUNTING DETAILS**



**NOTE:**

- 1.- ⑦ - **BOTTOM TRIM FOR IRREGULAR CATCH BASIN FLOOR SURFACE**

**NOT TO SCALE**

ITEM	DESCRIPTION	MATERIAL	SIZE
①	PERF. METAL	304 STAINLESS STEEL	5 mm 14 GAUGE
②	HEX LAG	STAINLESS STEEL	1-1/2" X 1/4" DIAMETER
③	ALLIGATOR ANCHOR	PLASTIC	1-1/2" X 5/16" DIAMETER
⑥	HEX BOLT, WASHER, NUT	STAINLESS STEEL	1" X 1/4" DIAMETER
⑦	PERF METAL TRIM	304 STAINLESS STEEL	5 mm 14 GAUGE
⑧	MOUNT BRACKET	304 STAINLESS STEEL	1/8" X 3/4" X 2-1/2"

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

**CONFIDENTIAL**

LOS ANGELES COUNTY  
 DEPARTMENT OF PUBLIC WORKS

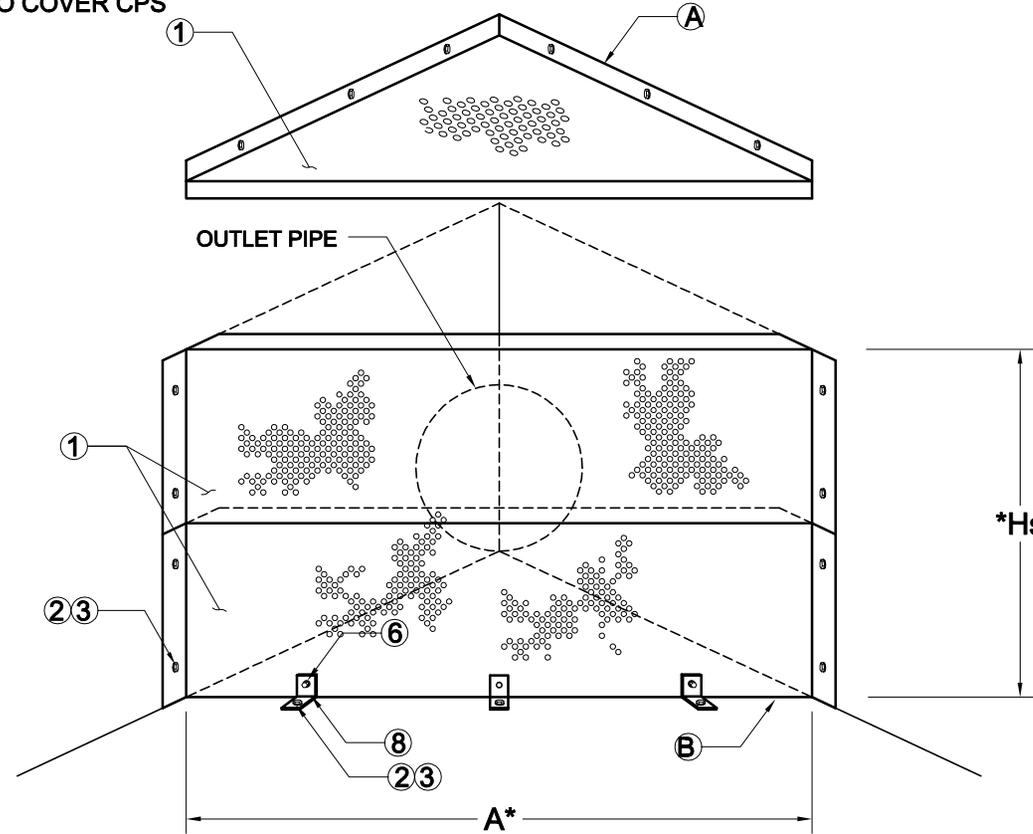
ACCEPTED  
 MAKE CORRECTIONS NOTED  
 REVISE CALCULATIONS  
 REJECTED

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By Steve Dickson DATE 10-08-15

**CORNER DESIGN**

TOP DEFLECTOR SIZED TO COVER CPS



\*SEE APPENDIX A-1, B-1 AND B-2 CPS SIZING TABLES

**NOTES:**

- 1.- (A) - DEFLECTOR SIZED TO FIT, AS NEEDED, SEE SHT #1.
- 2.- (B) - BOTTOM TRIM SIZED TO FIT, AS NEEDED, SEE SHT #3.

NOT TO SCALE

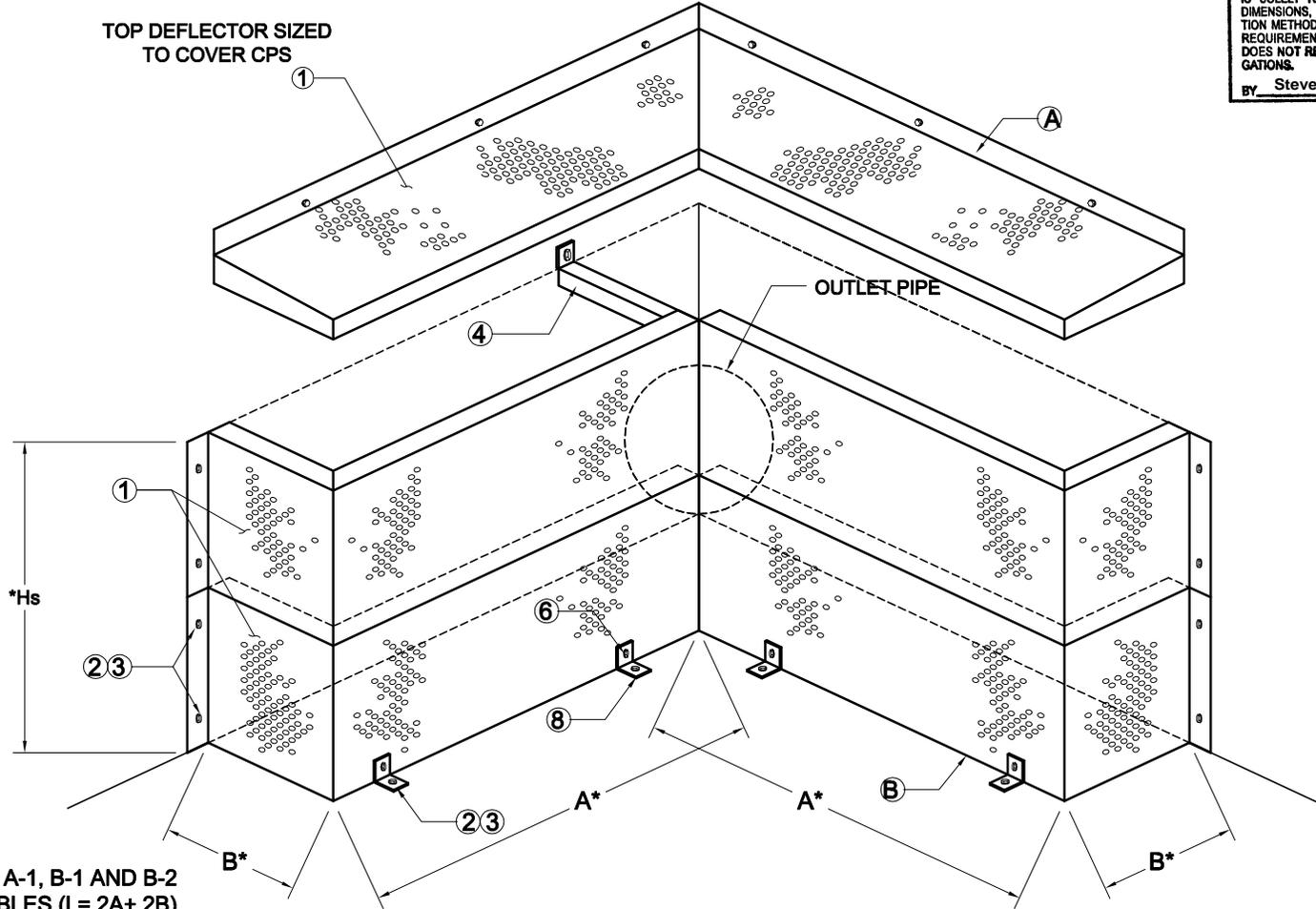
ITEM	DESCRIPTION	MATERIAL	SIZE
①	PERF. METAL	304 STAINLESS STEEL	5 mm 14 GAUGE
②	HEX LAG	STAINLESS STEEL	1-1/2" X 1/4" DIAMETER
③	ALLIGATOR ANCHOR	PLASTIC	1-1/2" X 5/16" DIAMETER
⑥	HEX BOLT, WASHER, NUT	STAINLESS STEEL	1" X 1/4" DIAMETER
⑧	MOUNT BRACKET	304 STAINLESS STEEL	1/8" X 3/4" X 2-1/2"

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

**CONFIDENTIAL**

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
<input checked="" type="checkbox"/>	ACCEPTED
<input type="checkbox"/>	MAKE CORRECTIONS NOTED
<input type="checkbox"/>	REVISE CALCULATIONS
<input type="checkbox"/>	REJECTED
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By <u>Steve Dickson</u>	DATE <u>10-08-15</u>

**CORNER "L" DESIGN**



\*SEE APPENDIX A-1, B-1 AND B-2  
 CPS SIZING TABLES (L= 2A+ 2B)

**NOTES:**

- 1.- ④ - SUPPORT BRACKET WHEN A ≥ 48".
- 2.- ① - DEFLECTOR SIZED TO FIT, AS NEEDED, SEE SHT #1.
- 3.- ⑧ - BOTTOM TRIM SIZED TO FIT, AS NEEDED, SEE SHT #3.

NOT TO SCALE

ITEM	DESCRIPTION	MATERIAL	SIZE
①	PERF. METAL	304 STAINLESS STEEL	5 mm 14 GAUGE
②	HEX LAG	STAINLESS STEEL	1-1/2" X 1/4" DIAMETER
③	ALLIGATOR ANCHOR	PLASTIC	1-1/2" X 5/16" DIAMETER
④	SUPPORT BRACKET	304 STAINLESS STEEL	5 mm 14 GAUGE, 1-1/2" X 1-1/2"
⑥	HEX BOLT, WASHER, NUT	STAINLESS STEEL	1" X 1/4" DIAMETER
⑧	MOUNT BRACKET	304 STAINLESS STEEL	1/8" X 3/4" X 2-1/2"

LOS ANGELES COUNTY  
 DEPARTMENT OF PUBLIC WORKS

- ACCEPTED
- MAKE CORRECTIONS NOTED
- REVISE CALCULATIONS
- REJECTED

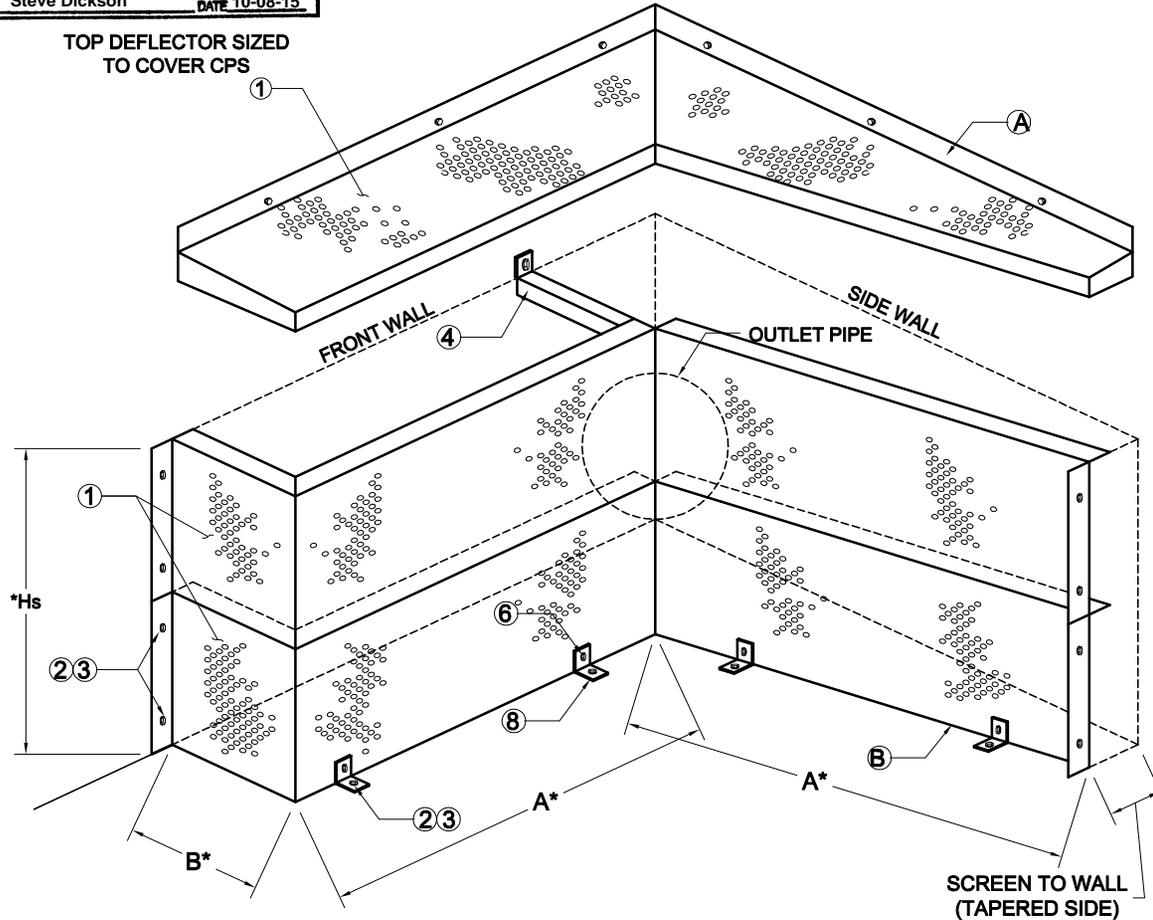
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BY: Steve Dickson DATE 10-08-15

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

CONFIDENTIAL

**TAPER DESIGN**  
**(FOR MANHOLE OPENING & STEPS CLEARANCE)**



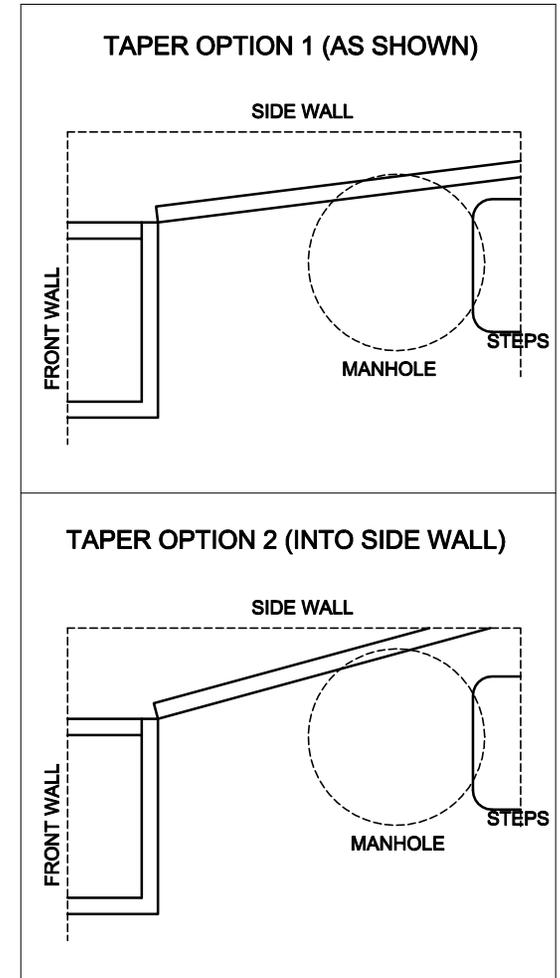
\*SEE APPENDIX A-1, B-1 AND B-2  
 CPS SIZING TABLES (L=2A+B)

**NOTES:**

- 1.- ④ - SUPPORT BRACKET WHEN  $A \geq 48"$ .
- 2.- ① - DEFLECTOR SIZED TO FIT, AS NEEDED, SEE SHT #1.
- 3.- ⑧ - BOTTOM TRIM SIZED TO FIT, AS NEEDED, SEE SHT #3.

NOT TO SCALE

**TOP VIEW**



ITEM	DESCRIPTION	MATERIAL	SIZE
①	PERF. METAL	304 STAINLESS STEEL	5 mm 14 GAUGE
②	HEX LAG	STAINLESS STEEL	1-1/2" X 1/4" DIAMETER
③	ALLIGATOR ANCHOR	PLASTIC	1-1/2" X 1/8" DIAMETER
④	SUPPORT BRACKET	304 STAINLESS STEEL	5 mm 14 GAUGE, 1-1/2" X 1-1/2"
⑥	HEX BOLT, WASHER, NUT	STAINLESS STEEL	1" X 1/4" DIAMETER
⑧	MOUNT BRACKET	304 STAINLESS STEEL	1/8" X 3/4" X 2-1/2"

## Warranty

### G2 CPS-Mod™

Date: Sept 21, 2016

City of Bellflower Project

Project: Bellflower, Lakewood, Cerritos - G2 Full-Capture Catch Basin Insert Project

G2 Construction, Inc. hereby provides a product warranty of 10 years for the G2 CPS-Mod™ connector pipe screen. G2 guarantees the CPS 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, gps coordinates, and details of the issue.



John Alvarado, President  
G2 Construction, Inc.



Lic. # 801253 – A, C8, C60  
1352 E. Borchard Ave.  
Santa Ana, CA 92705

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## Installation Schedule

Sept 21, 2016

### City of Bellflower Project

<b>Action</b>	<b>Time (from Pre-Con)</b>
1. Evaluate all catch basins and take detailed measurements.	Weeks 1 - 3
2. Fabricate all custom G2 CPS-Mod™	Weeks 2 - 5
3. Install all custom fitted G2 CPS-Mod™	Weeks 4 - 9
4. Inspection and sign-off	Weeks 5 - 9.5
<b>TOTAL PROJECT (start to finish)</b>	<b>9.5 WEEKS</b>