

CONTRACT

[Skatepark at Grijalva Park Construction (Bid No.25-26.07 ; Project 257012)]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and DD SYSTEMS, INC., DBA Ace CD, Inc. a California corporation ("Contractor"), who agree as follows.

ARTICLE 1 Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The Construction Plans for Skatepark at Grijalva Park, Project 257012 prepared for City by Grindline Skateparks, Inc., approved by the City on DATE and consisting sheets numbered 1 through 43, incorporated herein by this reference the (the "Plans") which is on file with the City's Department of Community & Library Services;

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(3) The "Standard Specifications for Public Works Construction" (the "Greenbook"), and all amendments thereto, except the definition of "Subcontractor" in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: "Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;"

(4) The "City of Orange Standard Special Provisions;"

(5) The Standard Plans; and

(6) Request for Bids for Construction of Skatepark at Grijalva Park Construction Document, "Request for Bids (Bid No. 25-26.07)" incorporated herein by this reference the "(RFB)", which is on file with the City's Department of Community & Library Services;

(7) Contractor's Bid Proposal, hereto referred to as "Exhibit A".

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Community Services Senior Project/Landscape Coordinator, Nathaniel Bluhm ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Community Services Senior Project/Landscape Coordinator may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Community Services Senior Project/Landscape Coordinator.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

g. Contractor agrees that it has an obligation to reset all permanent survey markers as stated in the Orange Book, Part 4, Section 400-2, "Permanent Survey Markers," and obtain the approval for pre- and post-construction centerline tie sheets and Corner Records from the County of Orange and deliver said approved documents to City as soon as they are received. This obligation extends to any of its subcontractors that have performed work in this regard. This subsection survives completion of the Work, the Notice of Completion, and final payment and shall be an enforceable obligation until fulfilled.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within Two Hundred (200) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3
Compensation

a. Contractor agrees to receive and accept an amount not to exceed TWO MILLION TWO HUNDRED NINETY-SIX THOUSAND TWO HUNDRED FIFTEEN DOLLARS and 0/100 (\$2,296,215.00) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of TWO HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS and 50/100 (\$229,621.50) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed TWO MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS and 50/100 (\$2,525,836.50).

ARTICLE 4 Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5 Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Community Services Senior Project/Landscape Coordinator to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board (“RWQCB”) has issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. R8-2009-0030 (the “Permit”), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan (“DAMP”), containing Model Maintenance Procedures with Best Management Practices (“BMPs”) that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City’s Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor’s services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8
Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a “public work,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

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

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9
Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10
Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11
Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or

damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |

(4) Employer's Liability \$1,000,000 per accident for bodily injury or disease.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers

admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13 Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14 Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15
Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a

material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. **[For contracts approved by the City Council:** The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.]

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

DD Systems, Inc., DBA Ace CD, Inc.
1199 Englewild Dr.
Glendora, CA 91741

Attn: Danny Daher

Telephone: (626) 852-0257
E-Mail: acecd99@gmail.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Nathaniel Bluhm

Telephone: (714) 744-5570
E-Mail: nbluhm@cityoforange.org

ARTICLE 19
Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20
Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____

Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Nathalie Adourian, City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

DD SYSTEMS, INC., DBA ACE CD, INC.
a California corporation

By: _____

Printed Name: Dany Daher

Title: president

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: _____

Printed Name: Dany Daher

Title: Secretary

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

✓

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On April 6, 2026 before me, SHERRI D. ANGSTER NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Sherry D. Angster (Seal)



“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Nathalie Adourian, City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

DD SYSTEMS, INC., DBA ACE CD, INC.
a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: _____
Printed Name: _____
Title: _____

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By: _____
Printed Name: _____
Title: _____

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of [Section 4104 of the Public Contract Code](#), or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by [Section 1722.1](#).

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in [Section 1771.3](#).

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with [Section 3200](#)) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under [Section 7125 of the Business and Professions Code](#).

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with [Section 7000](#)) of [the Business and Professions Code](#).

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under [Section 1777.1](#) or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e),

whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by [Section 1771.3](#) and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which [Section 1771](#) applies, either as the result of a determination by the director pursuant to [Section 1773.5](#) or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to [Section 1773.5](#) or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of [Section 4104 of the Public Contract Code](#), or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to [Section 1725.5](#). It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by [Section 7029.1 of the Business and Professions Code](#) or by [Section 10164](#) or [20103.5 of the Public Contract Code](#), provided the contractor is registered to perform public work pursuant to [Section 1725.5](#) at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to [Section 1725.5](#).

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to [Section 1725.5](#) in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in [subparagraph \(E\) of paragraph \(2\) of subdivision \(a\) of Section 1725.5](#).

(3) The subcontractor is replaced by another registered subcontractor pursuant to [Section 4107 of the Public Contract Code](#).

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under [Section 4107 of the Public Contract Code](#) for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to [Section 1725.5](#) in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to [Section 1725.5](#).

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of [Section 1725.5](#) or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section,

the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of [subparagraph \(E\) of paragraph \(2\) of subdivision \(a\) of Section 1725.5](#).

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of [Section 1725.5](#) or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in [subparagraph \(A\) of paragraph \(2\) of subdivision \(a\) of Section 1775](#) when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of [Section 1725.5](#) due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of [Section 1741](#), upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of [Section 1742](#). The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with [Section 1720](#)) and Article 2 (commencing with [Section 1770](#)), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of [Section 1725.5](#) or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or

subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in [subdivision \(a\) of Section 238.1](#).

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by [Section 1771.3](#) and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in [Section 1776](#) directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to [Section 1725.5](#) and is performing work on a project for which registration is not required because of [subdivision \(f\) of Section 1725.5](#), the unregistered contractor or subcontractor is not required to furnish the records specified in [Section 1776](#) directly to the Labor Commissioner but shall retain the records specified in [Section 1776](#) for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in [Section 1771.5](#), on all public works projects under its authority, except those deemed exempt pursuant to [subdivision \(a\) of Section 1771.5](#), continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the

correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in [subdivision \(c\) of Section 1777.1](#).

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with [Section 1720](#)) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and [Sections 1771](#), 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to [Section 1813](#).

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of [Sections 1771](#), [1811](#), and [1815](#) for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with [paragraph \(3\) of subdivision \(a\) of Section 1771.4](#), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund ([29 U.S.C. Sec. 186\(c\)\(5\)](#)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the

social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 ([29 U.S.C. Sec. 175a](#)) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to [Section 329 of the Unemployment Insurance Code](#) and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with [Section 6250](#)) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with [Section 1798](#)) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to [Section 3070](#).

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in [Section 3077](#), who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with [Section 3070](#)) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the

journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with [subdivision \(b\) of Section 1771.5](#) may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the

claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

EXHIBIT A

Contractors Bid Proposal

[Behind this sheet]

DD Systems, Inc.

Company Name (Bidder)

BID

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No. 25-26.07; Project 257012; SKATEPARK AT GRIJALVA PARK**, the undersigned has carefully examined: the location of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

If awarded the contract, the undersigned agrees to commence the work under the contract within **ten (10) days** after the date of issuance by City of Orange of a Notice to Proceed, and complete said work for **Project 257012**, within **200 calendar days** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The undersigned agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items of work not separately provided in the proposal shall be considered included in the price bid for other various items of work.

Accompanying this bid is Bid Bond (\$_____)

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the proposal and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a proposal guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this proposal is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

Bidder hereby declares in writing, under penalty of perjury that all employees who will be performing labor, maintenance, delivery, installation or repair, will be those who are legally entitled to live and work in the United States. Further, the bidder as employer agrees to provide documentary proof of such eligibility (when requested by the City or any other authorized entity or agency).

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Orange Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Orange, and that discretion will be carried out in the manner deemed by the City of Orange, to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Orange respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

PROJECT DESCRIPTION:

This project involves the development of a new concrete skatepark facility featuring a custom-designed skate court with bowl, rails, and other riding elements. The scope includes installation of area and court lighting with supporting electrical infrastructure, a new prefabricated restroom building, and creation of paved access routes. Additional improvements include a shaded spectator seating area, enhanced landscaping, and various park amenities to support an engaging and inclusive recreational environment.

GENERAL PROVISIONS:

1. A **mandatory job walk has been scheduled for Tuesday, December 9, 2025, at 2:00 p.m. at: Grijalva at Santiago Creek Park, 368 North Prospect St., Orange, CA 92869.**
2. All work shall be performed in adherence to the City of Orange Public Works Standard Plans and Specifications (available on the City of Orange website at www.cityoforange.org under Public Works Department webpage), the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and Appendix C, "Technical Specifications" and all amendments thereto.
3. Contractor shall, at all times, carry valid insurance, which meets all City of Orange insurance requirements as outlined below.
4. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all workdays.
5. All work shall conform to the specifications contained in the Request for Bids and any subsequent documents/agreements.
6. Contractor shall be required to provide a \$1,500.00 deposit for use of a City water meter on a City fire hydrant, if required. Contractor shall be charged \$2.75/day for water meter rental and shall be responsible for all water charges associated with project. Consumption charges per hundred cubic feet of water at the current City rate shall apply.
7. The contractor is responsible for carrying/acquiring all pertinent licenses/permits for accomplishing this work. Contractors bidding for work on this project must hold an active State of California Contractors License; **A - General Engineering Contractor**. The City will reject the bid as non-responsive if the bidder does not hold the requisite contractor's license at the time of submitting its bid. In addition, each subcontractor listed by the bidder shall possess, at the time of the award and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Failure of the bidder to deliver evidence to the City prior to the award of contract for this project that each and every subcontractor listed by the bidder is properly licensed shall constitute a failure to execute the contract and may subject the bidder to all legal penalties imposed by law, including, but not limited to, forfeiture of the security of the bidder.
8. Normal working hours are from **7:00 A.M. to 3:30 P.M.** Working days shall be limited to Monday through Friday, excluding all City observed holidays, and no work will be permitted outside normal working hours except under extraordinary circumstances and with prior approval of the City.
The Contractor shall not start, operate, move or work on any equipment prior to 7:00 AM.
9. All vehicles used by the contractor are to be identified with door signs (approx. 20" x 16", magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.
10. Uniforms: All of contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor's name.
11. All personnel engaged in the performance of this work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.
12. Contractor will begin work on the date provided in the Notice to Proceed. Contractor will work on the job at the project site every day, Monday through Friday, until the project is complete. The project shall be completed within **200 calendar days** from start of construction.

13. **PAYMENT AND PERFORMANCE BONDS:** The successful bidder shall submit a Faithful Performance Bond to the City Purchasing Officer, 300 East Chapman Avenue, Orange, California 92866. The amount of the bond shall be 100% of the Contract amount and shall be submitted within fifteen (15) days of notice of award. Bond shall be submitted upon Standard AIA forms.

SCOPE OF WORK:

The work generally consists of the construction of a new concrete skatepark facility and associated site improvements. Major work elements include, but are not limited to: demolition; construction survey; mass excavation and haul-off; rough and fine grading; utilities; stormwater management system; drainage; subgrade preparation; concrete construction; metal work; installation of a prefabricated restroom facility; and installation of new lighting, irrigation, landscaping, and various park amenities.

SPECIAL PROVISIONS:

1. Contractor shall maintain public access to all park facilities and amenities, including basketball courts, turf areas, parking lot, access roads, and all walkways, at all times throughout the duration of the project. In the event that temporary closure to any park facility becomes necessary, the contractor shall provide a minimum of 48 hours advance notice to the City and provide/install appropriate signage notifying the public of the duration of the closure.
2. The contractor shall be responsible for providing engineered, structural calculations, details and general notes for shade structure and must be stamped by a licensed Civil/Structural Engineer.
3. The contractor shall be responsible for providing engineered plans, including structural foundation plans and anchorage, details and general notes for prefabricated restroom building and must be stamped by a licensed Civil/Structural Engineer.
4. The contractor shall coordinate with the City representative to establish the installation of a Native American Monitor, prior to commencement of any ground disturbing activity. The City shall be responsible for retaining the Native American Monitor, who will oversee all ground disturbing activities, including but not limited to: demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
5. The Contractor shall provide, install and maintain 6' high chain link barrier fencing with wind screen along the entire perimeter of the work area throughout the duration of the project.
6. The contractor shall be responsible for coordinating with the City representative and Parks Maintenance Supervisor to establish a work schedule with regard to disruption/shut down of any and all utilities and/or water systems. All pre-scheduled shut-down of irrigation systems must be coordinated a minimum of 48 hours in advance of vehicular access to turf areas.
7. The contractor shall be responsible for the repair of any existing site amenities, including but not limited to: building, concrete, landscape, storm drain, signage, supply lines or sprinklers that are damaged during the implementation of this work. Any and all replacement work will be performed to the satisfaction of the City of Orange. Any damages to City or residential property resulting from the contractor's work shall be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.
8. The contractor shall not use park dumpsters or trash receptacles for construction waste.
9. The contractor shall maintain emergency vehicle access at all times along park access road. Contractor shall install steel plates as needed to maintain access during open trench and potholing operations along access road. Contractor shall provide appropriate traffic control and post appropriate signage directing/redirecting all vehicular and/or pedestrian traffic, per City of Orange standards.
10. The contractor is required to provide and post appropriate signage directing/redirecting any and all pedestrian traffic in appropriate directions, per City of Orange.
11. Bid validity is 180 calendar days from bid opening date.

12. The City of Orange Standard Plans and Specifications (“Orange Book”) Section 1-7.1.1 “Award of Contract is hereby revised to read as follows:

*The award of contract, if awarded, will be to the lowest responsive bidder whose proposal complies with all requirements of the notice inviting bids and Section 1-6.1.1 and 1-6.1.3 of these Specifications. The City, however, reserves the right to reject any or all bids, and to waive any informality in the bids received. The award of contract, if made, shall be made within **ONE-HUNDRED EIGHTY (180)** days after the opening of bids.*

TIMELINE (APPROXIMATE):

- | | |
|----------------------------------|-----------------------------|
| 1. Pre-Bid Job walk (mandatory): | December 9, 2025 at 2:00pm |
| 2. Deadline for questions: | December 15, 2025 at 2:00pm |
| 3. Bids due: | January 8, 2026 at 2:00pm |
| 4. Presentation to City Council: | April 14, 2026 |
| 5. Notice to Proceed: | TBD |

BID SUBMISSION:

Provide response to the above Request for Bid on attached Bid Sheet and return all pages of the Request for Bids, including the bid bond, all “information required of bidder” pages and references. Bids must be received on **Thursday, January 8, 2026, by 2:00 PM** via Electronic Bid Submission, or at the City of Orange, City Clerk’s Office located at: **300 E. Chapman Ave., Orange, CA 92866.**

OPTION 1:

Electronic Bids may be submitted through the following link at [Electronic Bid Submissions](#) and must include all required attachments listed in the Request for Bid document.

OPTION 2:

Responses may be sent via U.S. Mail or delivered personally to the office of the City Clerk at the address listed above. **Please provide three copies of bid packets.**

BID PACKETS MUST BE LABELLED APPROPRIATELY:

RFB NO. 25-26.07 – SKATEPARK AT GRIJALVA PARK
Attn: City of Orange, City Clerk’s Office

The City reserves the right to reject any and all Bids and any item or items therein, and to waive any non-conformity of Bids with this Request for Bid, whether of a technical or substantive nature, as the interest of the City may require.

REVISED BID SHEET
SKATEPARK AT GRIJALVA PARK
Bid No. 25-26.07

Date of Bid Submission: 1/8/2026

Bidder Name (Company/Entity Submitting Bid): DD Systems, Inc.

Name of Bidders Representative (Person Submitting Bid): Danny Daher

Title of Bidders Representative (Person Submitting Bid): CEO

Address of Entity Submitting Bid: 1199 Englewild Dr. Glendora, CA 91741

Phone Number of Responsible Officer or Employee: 626 523 1141

E-mail Address of Responsible Officer or Employee: acecd99@gmail.com

Printed Name of Responsible Officer or Employee: Danny Daher

Signature of Responsible Officer or Employee: 

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	LS	MOBILIZATION	\$ _____	\$ <u>115,800</u>
2	1	LS	TRAFFIC CONTROL	\$ _____	\$ <u>5,625</u>
3	1	LS	WATER/POLLUTION CONTROL	\$ _____	\$ <u>12,839.69</u>
4	1	LS	SITE DEMOLITION	\$ _____	\$ <u>47,500</u>
5	1	LS	GRADING	\$ _____	\$ <u>69,885</u>

6	1	LS	SEWER IMPROVEMENTS	\$ _____	\$ 81,250
7	1	LS	WATER SERVICE IMPROVEMENTS	\$ _____	\$ 43,750
8	1	LS	DRAINAGE	\$ _____	\$ 62,500
9	1	LS	ELECTRICAL/ LIGHTING	\$ _____	\$ 281,250
10	1	LS	COPING/EDGING & RAILS	\$ _____	\$ 150,000
11	1	LS	SHOTCRETE & CONCRETE	\$ _____	\$ 750,000
12	1	LS	CONCRETE PAVING	\$ _____	\$ 93,750
13	1	LS	DECOMPOSED GRANITE PATH	\$ _____	\$ 11,875
14	1	LS	SHADE STRUCTURE	\$ _____	\$ 50,000
15	1	LS	BENCHES	\$ _____	\$ 22,500
16	1	LS	TRASH RECEPTACLES	\$ _____	\$ 23,125.00
17	1	LS	IRRIGATION	\$ _____	\$ 93,750
18	1	LS	LANDSCAPE	\$ _____	\$ 39,585.31
Base Bid Sub-Total:					\$ 1,954,985

BASE BID TOTAL NUMERICAL BID AMOUNT: \$ 1,954,985

BASE BID TOTAL BID AMOUNT WRITTEN IN WORDS:

One million nine hundred fifty four thousands nine hundred eighty five dollars and zero cents

The stated bid amount below constitutes the total dollar amount to perform the work described in the scope of services to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all project specifications and recommendations. Amount in written words prevails over numerical bid amount noted.

Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

The basis of comparison to determine the low bid is the Base Bid Total Bid Amount.

ADDITIVE/ALTERNATIVE BID ITEMS ON FOLLOWING PAGE

ADDITIVE Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
A-1	1	LS	RESTROOM	\$ _____	\$ <u>293,730</u>
A-2	1	LS	RESTROOM PAD	\$ _____	\$ <u>47,500</u>

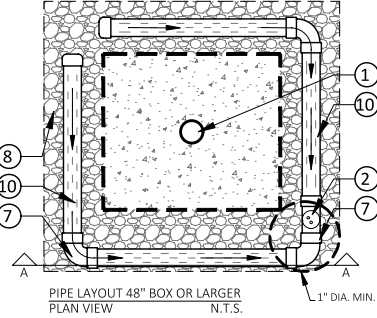
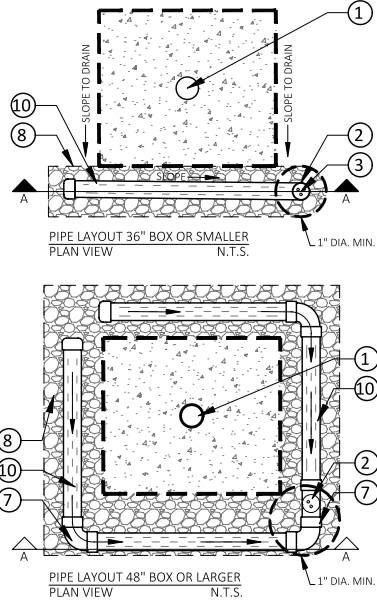
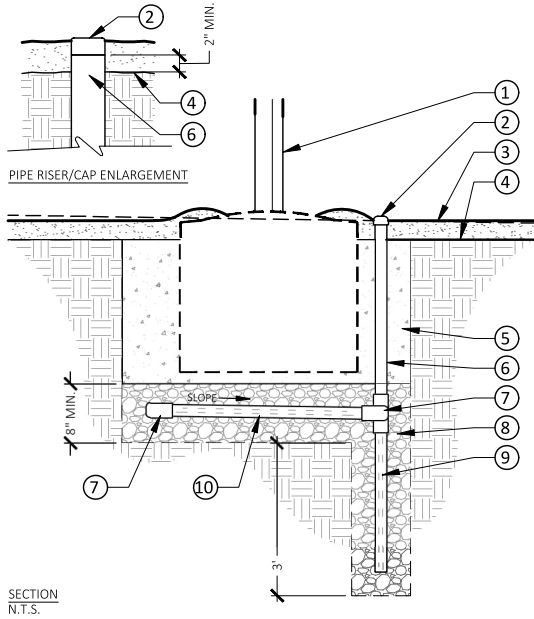
*Additive/Alternate Bid
Sub-Total (Items A-1 and A-2):* \$ 341,230

ADDITIVE/ALTERNATE BID TOTAL NUMERICAL BID AMOUNT:

\$ 341,230

ADDITIVE/ALTERNATE BID TOTAL AMOUNT WRITTEN IN WORDS:

Three hundred forty one thousands two hundred thirty dollars and zero cents.



- DETAIL NOTES:**
1. PROPOSED TREE
 2. PVC DRAIN GRATE OR END CAP. DRILL (3) 1/2" HOLES INTO CAP AS SHOWN. INSTALL CAP 2" ABOVE FINISH GRADE
 3. EXISTING SLOPE. INSTALL TRENCH AND PERFORATED PIPE/AUGURED SUMP AT LOW SIDE OF ROOTBALL BASED ON EXISTING SLOPE
 4. FINISHED GRADE
 5. AMENDED OR NATIVE BACKFILL PER SEPARATE DETAIL
 6. 3" DIAMETER PERFORATED PVC DRAIN AT LOW SIDE OF ROOTBALL PIT FOR 36" BOX TREE OR SMALLER; WRAP DRAIN LINE WITH NON WOVEN FILTER FABRIC SOCK/ WRAP; SLOPE DRAIN LINE AROUND ROOTBALL INTO AUGERED SUMP AS SHOWN
 7. 4" SCH. 40 PVC FITTING, CONNECT TO PVC ELBOW, PERFORATED DRAIN LINE AND VERTICAL RISER WITH CAP
 8. 8"-12" DEEP (FROM BOTTOM OF ROOTBALL) SUMP PIT WITH A PERFORATED DRAIN LINE WRAPPED IN NON WOVEN FABRIC SOCK AND 3/4" CRUSHED, LOOSE GRAVEL FILL AS SHOWN
 9. 3" DIAMETER VERTICAL RISER- TRANSITION TO SLOPED PERFORATED PVC SUMP DRAIN LINE BELOW AS SHOWN; INSTALL ON THE ROOTBALL'S LOWEST SIDE
 10. 3" DIAMETER (FOR 36"-48" BOX SIZE AND PALMS) AND 4" DIAMETER (FOR 72" AND LARGER) PERFORATED PVC DRAIN WRAPPED AROUND ROOTBALL - WRAP DRAIN LINE WITH NON WOVEN FILTER FABRIC SOCK/WRAP; SLOPE DRAIN LINE AROUND ROOTBALL INTO VERTICAL RISER AUGERED SUMP AS SHOWN
- GENERAL NOTES:**
- ONLY REQUIRED PER GEOTECHNICAL REPORT FOR ADDITIONAL PERCOLATION RATE/ SOIL DRAINAGE REQUIREMENTS OR IF ON SITE TESTS FAIL.
 - REFER TO PLANTING PLAN FOR TREE LOCATIONS AND SEPARATE TREE PLANTING DETAIL ON THIS SHEET.
 - CONTRACTOR TO MONITOR AND DRAIN AS NEEDED THROUGHOUT ESTABLISHED.

Tree Rootball Drainage & Aeration

SCALE: N.T.S.

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1) State the Contractor’s License Class: A, and the number of consecutive years holding said license in the State of California: 26.
- 2) List three (3) reference projects you have completed as the prime contractor which are similar to the project that is the subject of this invitation to bid. Listed projects should be similar in construction type and/or method, size with respect to area or volume, and contract dollar amount. Listed projects/experience must have been completed within the past five (5) years of submitting this bid. Note - these three projects may be in addition to the skatepark specific projects required in the supplemental bidder qualifications “Section 6.C.” below:

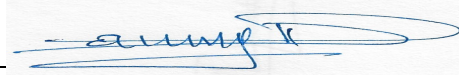
CONTRACT AMOUNT	CLASS OF WORK	DATE COMPLETED	NAME & CONTACT INFORMATION OF OWNER
A. 1.8 Million	A	June 2025	City of Temple City Hani Nasr 626-719-8587
B. 1.3 Million	A	April 2024	City of Glendora Maliha Ansari 626-914-8294
C. 800 Thousands	a	Feb. 2023	City of Diamond Bar Ryan Wright 90-861-3117

- 3) For the projects listed above, please give a description of the scope of work performed by you as the prime contractor:

- A. Park themed as the moon surface, with Rocket, Rovers and other play equipment, shades and lighting.
Drainage system, walkways, landscape irrigation.
- B. Playground complete with parking lot, lighting, walkways and landscape irrigation.
- C. Hiking trail with gabion walls, steps, signage, furnishings, railiong, steps and DG passways.

- 4) If requested by the City of Orange, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial conditions.
- 5) Bidder shall signify receipt of all Addenda here, if any. (NOTE: Any verbal instructions given to bidder inquiries in the form of addenda will be acknowledged by the bidders on written addenda available at the place of the bid opening 30 minutes prior to the bid opening.)
- 6) Supplemental Bidder Qualifications information (**Note – Bidders shall submit required information from this section, including all of the below, as a component of bid to be considered**):

- A. Skatepark Contractor (or Subcontractor) Experience: Skateparks are not considered standard concrete flatwork; they require unique shapes, such as concave and convex features, and the sculptural blending of compound radius curves. All must be completed with precision for the skate facility to function properly.
- B. To be considered a qualified Skatepark Contractor (or Subcontractor), the Bidder shall provide documentation establishing that the Skatepark Contractor (or Subcontractor) has satisfied the experience requirements listed below:
 - I. Installation of storm drainage system components integral to skatepark elements including setting storm drain grates, frames and basins.
 - II. Shaping of earthwork to specified radius.
 - III. Experience creating cast in place concave and convex shaped concrete elements containing compound radius curves.
 - IV. Experience in application of vertical and horizontal shotcrete work, including horizontal and vertical radius transitions, formed concrete, grinding rails, and associated concrete reinforcement as needed.
 - V. Experience with installation of steel coping edges, smooth flowing seamless transition areas, and smooth trowel concrete finish work.
 - VI. Experience with layout, fabrication, and construction of the steel coping and other skatepark specific edge treatments.
 - VII. Installation of skatepark concrete flatwork between bowled areas.
- C. CURRENT SKATEPARK PROJECT EXPERIENCE
Bidders must provide a list of concrete skatepark construction projects that are completed or are in progress by your Organization.
- D. PROJECT INFORMATION REQUIRED – Bidder must provide all information requested including the name, location, owner, address, size, percent of completion, designer, scope of work and a description of the projects.
- E. PROJECT PHOTO REQUIRED – Please provide at least one (1) photo of each completed construction.

ADDENDUM	DATE RECEIVED	BIDDER'S SIGNATURE
1	12/18/2025	
_____	_____	_____
_____	_____	_____

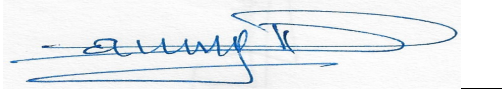
LIST OF SUBCONTRACTS

- A. The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 1-6.2 of the Standard Specifications and Section 4100 through 4113 of the California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS).

NAME OF SUBCONTRACTOR AND ADDRESS	LICENSE NO. <hr/> DIR REG NUMBER	BID ITEM NUMBER(s)	PERCENT OF BID ITEM SUBBED	CHECK IF SPECIALTY IS SUBBED	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID AMOUNT
Public Restroom Company 2587 Business Parkway, Minden NV 89423	822966 <hr/> 1000005303	Additive A-1	11%	✓	Install of prefabricated Restroom Including material costs.	\$ 234,984.00
California Skatepark 273 N. Benson Ave. Upland CA 91786	962150 <hr/> 1000016308	10, 11	38%	✓	Skate Park, Railing & Coping	\$720,000.00
J&A Structures 1499 Pomona Rd. Corona, CA 92882	1042551 <hr/> 1000999658	12	4%		Concrete Paving	\$50,000.00
RW Electrical Construction 936 Danton Dr; Glendora, CA 91741	907232 <hr/> 1000980697	9	11%		Electrical	235,000.00

- B. The undersigned DOES NOT INTEND to subcontract any portion of this project.

NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.



Signature of the Bidder

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

Noncollusion Affidavit

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

To the CITY OF ORANGE – DEPARTMENT OF COMMUNITY SERVICES

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

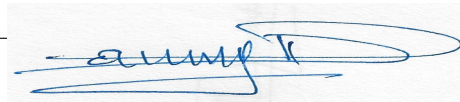
The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 1/8/2026



CEO

Signature and Title of Bidder

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

NAME OF BIDDER DD Systems, Inc.

BUSINESS P.O. BOX 1199 Englewild Dr.

CITY, STATE, ZIP Glendora, CA 91741

BUSINESS STREET ADDRESS Same as above

(Please include even if P.O. Box is used)

CITY, STATE, ZIP _____

PLACE OF BUSINESS (Include City & State) _____

PLACE OF RESIDENCE (Include City & State) _____

TELEPHONE NO.() 626 852 0257 FAX NO.() 626 852 0258

EMAIL ADDRESS acecd99@gmail.com

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER 847907 LICENSE CLASS A, B, C27, D34

DIR NUMBER 1000019148 DUNS NUMBER _____

**CALIFORNIA PUBLIC WORKS
PROPOSAL OR BID BOND**

TO WHOM IT MAY CONCERN:

WE, D D Systems Inc DBA Ace CD Inc (CONTRACTOR) as Principal, and Developers Surety and Indemnity Company (SURETY), a Corporation organized and existing under the laws of the State of California and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the **CITY OF ORANGE**, hereinafter called the Obligee, for the penal sum of **Ten Percent (10%) of the Amount of the Bid** as described herein and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this Proposal/Bid Bond.

WHEREAS, the Principal is herewith submitting a proposal (bid) for

Bid No. 25-26.07; Project 257012; SKATEPARK AT GRIJALVA PARK

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall be awarded the contract, and the Principal does within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award, enter into a contract and give bond or bonds as specified in the bidding or contract documents with good and sufficient surety of adequate financial size category rating acceptable to the Obligee for the faithful performance of the contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void. Otherwise the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the latter amount be in excess of the former. In no event shall the liability hereunder exceed the penal sum hereof.

SIGNED AND SEALED this 9th day of December, 2025.

D D Systems Inc DBA Ace CD Inc

CONTRACTOR

BY: [Signature]

SECRETARY/TREASURER

BY: _____

PRESIDENT/VICE PRESIDENT

Developers Surety and Indemnity Company

NAME OF SURETY

BY: [Signature]

Rebecca Haas-Bates, **ATTORNEY-IN-FACT**

NOTARY ACKNOWLEDGEMENTS ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Orange)

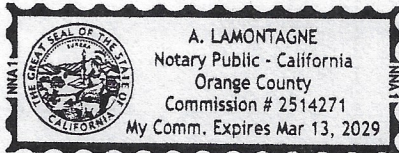
On 12/09/2025 before me, A. Lamontagne, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *A. Lamontagne*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 12/09/2025
Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Developers Surety and Indemnity Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adiar and Rebecca Haas-Bates, of Irvine, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 11/18/2025

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature: [Signature]



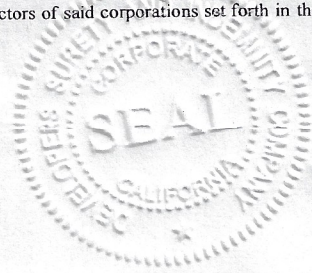
CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by: [Signature] Janie Clark, Assistant Secretary

DocuSign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46



Signed and sealed this 9th day of December, 2025

Project: Skatepark at Grijalva Park (Orange, CA)

SKATEPARK PROJECT EXPERIENCE

COMPLETED PROJECTS (listing 10 projects, but can provide more upon request)

#1 Name: Jacksonville Art Walk Riverside Skatepark

Location: Jacksonville, FL

Owner: City of Jacksonville

Contact: Jill Enz JEnz@coj.net

Address : 715 Riverside Ave, Jacksonville, FL

Size: 35,895 SF

Completed: March 2024

Designer: California Skatepark

Scope Of Work: Design/Build

Description Of the Project: California Skateparks construction team's quality of work and attention to detail was the driving force behind making this intricate design a reality. From the immense amount of metal work, complex layout, large overhanging art features, and bright concrete / metal color work the level of craftsmanship had to be top notch. With the combination of California Skateparks' build quality and innovative design, the Jacksonville Art Walk Skatepark has become one of Florida's most contemporary and iconic skatepark projects.





#2 Name: Tuttle Skatepark

Location: Columbus, OH

Owner City of Columbus, OH

Contact: Kelly Messer KNMesser@columbus.gov

Address: 204 W. Oakland Ave. Columbus, OH

Size: 12,000 SF

Completed: November 2021

Designer: California Skateparks

Scope Of Work: Design/ Build

Description Of the Project: The Tuttle Skatepark presents both transition and street-oriented elements. The combination of these two styles of features creates a hybrid skatepark that appeals to athletes of differing disciplines. By creatively blending these two riding surfaces together, California Skateparks was able to successfully address the diverse needs of the Columbus action-sports community.



#3 Name: Silver Comet Linear

Location: Powder Springs, GA

Owner: City of Powder Springs, GA

Contact: Chad Kastner ckastner@croyeng.com

Address: 1301 Richard D. Sailors Pkwy, Powder Springs, GA

Size: 22,00 SF

Completed: October 2023

Designer: California Skateparks

Scope Of Work : Design/ Build

Description Of the Project: As one of California Skateparks' most recently opened legacy skateparks, the 22,600 square foot Silver Comet Linear Park Skatepark features the first World Skate certified street and park courses in the United States! The street course is a mirror design with a range of feature heights that allows for equal opportunity for all athlete stances, styles, and skill levels. Although the park course may not have a mirrored layout, the varying features found within the bowl are mirrored and strategically positioned to maximize equal opportunity and flow for all skaters. Both the street and park courses are tied together with a bright colorway and intricate metal detailing.



#4 Name: Lauridsen Skatepark

Location: Des Moines, Iowa

Owner: Polk County, Des Moines, Iowa

Contact: Bob Rice / (515) 286-3705 robert.rice@polkcountyiowa.gov

Address: 901 2nd Avenue, Des Moines, Iowa 50309

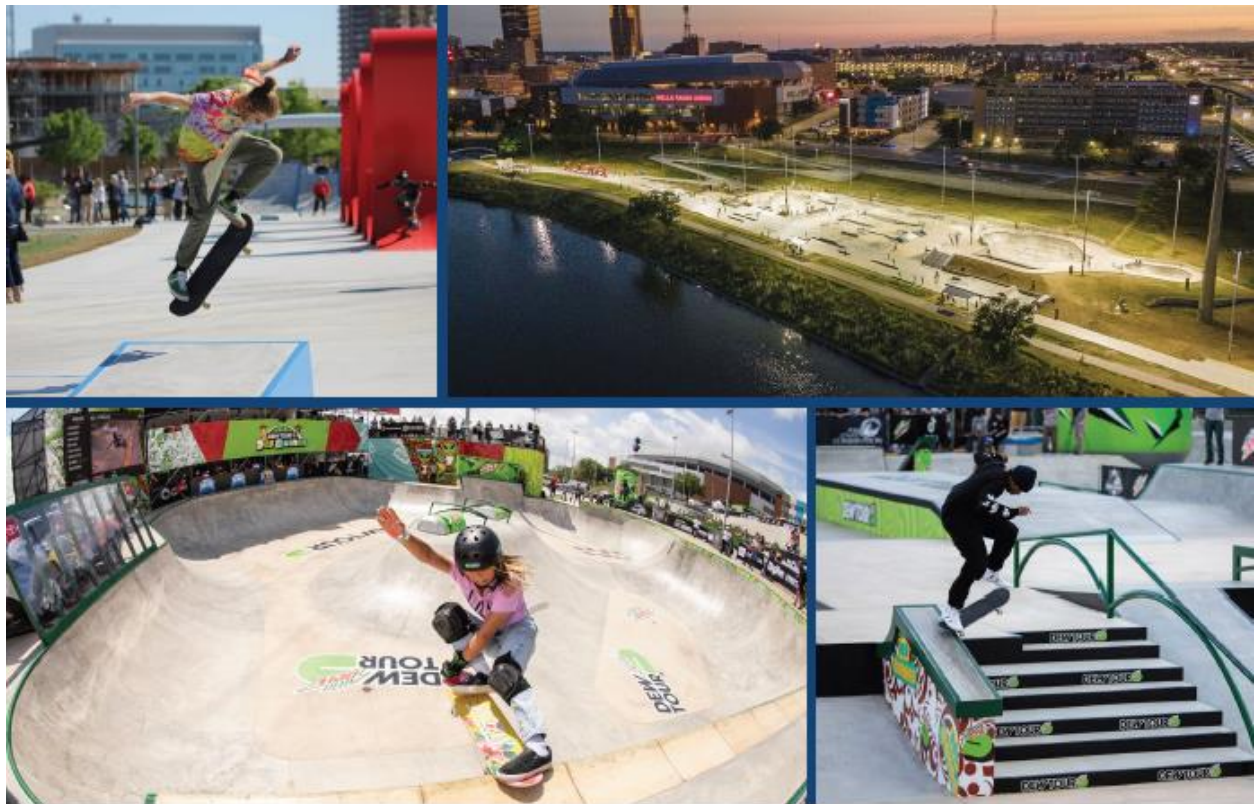
Size: 88,200 SF

Completed: May 2021

Designer: California Skateparks

Scope Of Work : Design/Build

Description Of the Project: The Lauridsen Skatepark features a competition street course, competition park course, backyard pool, snake run, flow bowl, kid zone, skate promenade, and a skate-able art installation that spells out “WOW”. With the combination of all these areas, there is no shortage of elements for any action sport athlete. In addition, the park features sports lighting, spectator viewing areas, pedestrian walkways, restrooms, hydration stations, and skateboard themed signage. The Lauridsen Skatepark, and all of its elements, has already revolutionized the way the public views skateparks and the action sports that use these kinds of facilities.





#5 Name: Milpitas Skatepark

Location: Milpitas, CA

Owner: City of Milpitas

Contact: Julie Waldron jwaldron@ci.milpitas.ca.gov

Address: 1325 E. Calaveras Blvd Milpitas CA 95035

Size: 12,000 SF

Completed: June 2020

Designer: Verde Valley Inc.

Scope Of Work : Specialty Skatepark Construction

Description Of the Project: Milpitas Skatepark is a thoughtfully designed, all-wheel friendly facility that balances street course elements with transition bowls—perfect for community use, casual carving, and events.



#6 Name: Upcountry Maui / Pukalani Community Skatepark

Location: Maui, Hawaii

Owner: County of Maui Dept. of Parks and Rec.

Contact: Samuel Marvel samual.marvel@co.maui.hi.us

Address: 91 Pukalani St Makawao HI 96768

Size: 13,800 SF

Completed: September 2018

Designer: California Skateparks

Scope Of Work: Design/Build

Description Of the Project: Pukalani Community Skatepark provides a clean, well-designed, and scenic place to skate Upcountry Maui. Its mix of flow features, street elements, and community support make it a favorite on the island. Multi-level layout includes: Flow zones with transitions and bowls, Half-pipe and quarter-pipe, Rails, ledges, ramps, stair sets, and street-style obstacles



#7 Name: Linda Vista Skatepark

Location: San Diego, CA

Owner: City of San Diego

Contact: Rosa Riego / (619) 533-3426

Address: 6893 Osler Street, San Diego, CA 92111

Size: 35,500 SF

Completed: January 2018

Designer: California Skateparks

Scope Of Work : Design / Build

Description Of the Project: Linda Vista Skatepark features a massive street plaza, a snaking ditch run, a flow bowl, a backyard bowl, a competition sized vert bowl, and a transition snake run featuring a signature full-pipe. It is one of the most, if not the most, progressive and recognizable skateparks in the world. The Linda Vista Skatepark achieves this not only because of the aforementioned list of elements, but also because it takes full advantage of the natural landscape in which it sits.



#8 Name: El Sereno Skatepark

Location: Los Angeles, CA

Owner: City of Los Angeles,

Contact: Craig Raines / (213) 928-9052 craig.raines@lacity.org

Address: 4721 Klamath Street Los Angeles, CA 90032

Size 12,000 SF

Completed: August 2018

Designer: California Skateparks

Scope Of Work: Specialty Skatepark Construction

Description Of the Project: El Sereno Skatepark offers local skaters and action sport athletes with a state-of-the-art skate plaza that features street inspired obstacles. These obstacles include a variety of stair sets, handrails, ledges, curbs, and banks. The City of Los Angeles wanted this park to be a place where individuals of all ages and skill levels could practice their craft safely and productively. The skatepark also offers lights, which allows these athletes to freely skate and ride at their convenience.



#9 Name: Newark Skatepark

Location: Newark, CA

Owner: City of Newark

Contact: Jayson Imai / (510) 578-4589

Address: 6800 Mowry Ave Newark CA 94560

Size 12,000 SF

Completed: September 2019

Designer: Wormhoudt inc.

Scope Of Work : Specialty Skatepark Construction

Description Of the Project: California Skatepark provided specialty skatepark construction for this poured in place concrete park. The skatepark features hubbas, stair sets, manual pads, hips, rails, stair sets, blocks, flat to banks, large bowl and flow section.





#10 Name: Gathering Place for Tulsa

Location: Tulsa Oklahoma

Owner: Gathering Place for Tulsa

Contact: Christopher Gates / (718) 243-2044 cgates@mvvainc.com

Address: 2650 S. John Williams Way E, Tulsa, OK 74114, USA

Size: 48,700 SF

Completed: September 2018

Designer: California Skateparks

Scope Of Work: Design / Build

Description Of the Project: The Gathering Place Skatepark and Pump track provides the local community with a fun environment for action sport enthusiasts of all ages and skill levels. California Skateparks designed and built this unique concrete facility in order to compliment the many other family friendly amenities present throughout Gathering Place. Two concrete pump tracks, multiple street plazas, a backyard pool, and an iconic snake run were all added to provide a variety of terrain for beginners and experts alike. Gathering Place Skatepark has quickly become known as a “must go” for families in search of alternative outdoor activities.



CURRENT SKATEPARK PROJECTS UNDER CONSTRUCTION

#1 - Project Name: Westacre Park

Location: West Sacramento, CA

Owner: City of West Sacramento

Contact: Philip Pizzo (President /GC: Abide Builders) / (916) 375-1009

Size: 14,500 SF

Percent Complete: 98%

Design Consultant: Spohn Ranch Skateparks

Scope & Description:

The park improvements include on-site parking, walking loop enhancements, fitness labyrinth, playground with shade structure, spray park, skate park with pump track, basketball courts, pickleball courts, soccer fields, and demolition of existing park features, along with other amenities.

#2 - Project Name: Tracy Multi-Generational Recreation Center

Location: Tracy, CA

Owner: City of Tracy

Contact: Edgar Tinoco (Project manager/GC: Roebbelen Contracting Inc.) / (916) 768-1356

Size: 13,300 SF

Percent Complete: 98%

Design Consultant: New Line Skateparks

Scope & Description:

The Project consists of demolition of the existing El Pescadero Park.

The Project will include the development of a two-story 61,300 SF square foot Multi-Generational Recreation Center and associate site/park improvements

#3 - Project Name: Mira Mesa Park

Location: San Diego, CA

Owner: City of San Diego

Contact: Brian Chen (Project manager/GC: PCL Construction Inc.) / (858) 657-3416

Size: 19,000 SF

Percent Complete: 83%

Design Consultant: Schmidt Design Group

Scope & Description:

Construction of aquatic center, community and pool equipment buildings, pools, splash pad, hardscape, landscape, parking, playground, electrical lighting and skatepark.

#4 - Project Name: Dolores Huertas Park

Location: Fresno, CA

Owner: City of Fresno

Contact: Scott Mendonca (Project manager/GC: American Paving Co.) / (559) 570-2686

Size: 7,300 SF

Percent Complete: 30%

Design Consultant: Community Works Design Group

Scope & Description:

The Project involves the development of a neighborhood park on approximately 4.5 acres of vacant land. Improvements include a multi-use field, covered stage, playgrounds, a water play area, restrooms, picnic shelters, a rubberized jogging track, a dog park, multi-use courts for tennis, basketball, futsal, and pickleball, and an exercise area.

#5 - Project Name: Community Center Park Phase 1

Location: Lincoln, CA

Owner: City of Lincoln

Contact: David Owen (Project manager/GC: Imagecon) / (916) 846-6755

Size: 16,500 SF

Percent Complete: 0%

Design Consultant: Grindline Skateparks Inc.

Scope & Description:

The Project involves the demolition of existing vegetation, removal of existing improvement & utilities, grading, new drainage and hardscape improvement and construction of a new skatepark.