

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT
WITH S&H CIVILWORKS
FOR
HARBOR MEDIANS MODIFICATION PROJECT**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated February 12, 2020 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and S&H CIVILWORKS, a California corporation ("CONTRACTOR").

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of the following work in accordance with the City's plans and specifications: constructing nine (9) concrete median drains at the existing median curb openings; constructing fire access at existing median curb opening; removing existing median curb and constructing new median curb; asphalt concrete patching, landscaping, irrigation and signage; constructing concrete grouted rock blanket using 4-6 inch rock inside the existing median; and raising the existing traffic signal detector loop conductor box to grade, installing a new Type 3 pull box, installing 2-inch conduit, and splicing to existing detector loop connector.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Harbor Medians Modification Project ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- a. This Agreement;
- b. CONTRACTOR's bid (Exhibit A);
- c. City's Specifications (Exhibit B);
- d. Summary of Public Contract Code section 9204 (Exhibit C);
- e. Drug-Free Workplace Policy (Exhibit D); and
- f. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook").

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Bobby Fouladi, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

Forty-Four Thousand Nine Hundred Dollars (\$44,900.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within thirty (30) working days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies

authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$250.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

12. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

13. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to

the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

14. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

15. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant. Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid.

16. SUBCONTRACTORS.

CONTRACTOR shall not subcontract the Work or any portion thereof without CITY's prior written consent.

17. CONTRACT GUARANTEE.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and the foregoing guarantee by CONTRACTOR shall not constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

18. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way

connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any

Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 19 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

19. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has

obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall

obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

20. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

22. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

27. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

28. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Bobby Fouladi

Notices required to be given to CONTRACTOR shall be addressed as follows:

S&H CivilWorks
1801 Hilltop Dr.
Colton, CA 92324
Attn: Jesse Sotto

29. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

30. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR

or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

31. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

32. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

33. RESOLUTION OF CONTRACTOR CLAIMS.

CONTRACTOR claims, as defined in California Public Contract Code section 9204, shall be resolved in accordance with the provisions of Section 9204 and applicable law. A summary of Section 9204 is attached hereto and incorporated herein by reference.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by

doing so, the Parties hereto are formally bound to the provisions of this Agreement.

40. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 3/9/20

CONTRACTOR

Jesse Soto
Signature

Date: Feb 14, 2020

Jesse Soto, President
Name and Title

Reynalyn Soto
Signature

Date: Feb 14, 2020

Reynalyn Soto, Secretary
Name and Title

[Redacted]
Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 3/10/2020

APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 3/3/2020


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 2/19/2020

APPROVED AS TO PURCHASING:



Kelly A. Telford
Finance Director

Date: 2/19/2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 2-26-2020



Bobby Fouladi
Project Manager

Date: 2/25/2020

EXHIBIT A
CONTRACTOR'S BID



REQUEST FOR BID

Submitted to City of Costa Mesa/Public Services
For Projects and Maintenance Services Under \$60,000

THIS PROPOSAL, IN ORDER TO BE VALID, MUST BE RETURNED TO CITY OF COSTA MESA

ATTN: Bobby Fouladi

VIA EMAIL TO: bobby.fouladi@costamesaca.gov

NO LATER THAN 4:30 P.M., ON TUESDAY, JANUARY 21, 2020

ALL PAGES MUST BE INCLUDED IN PROPOSAL TO BE RESPONSIVE

VENDOR'S NAME S&H CIVILWORKS	TELEPHONE: (909) 206-1181	DATE 1/20/2020
STREET ADDRESS 1801 HILLTOP DR	Email: JESSE@SANDHCIVILWORK.COM	
CITY, STATE & ZIP COLTON CA 92324	JOB NAME/LOCATION Harbor Blvd South of Wilson	

SCOPE OF WORK: (PROVIDED BY DEPARTMENT)

Concrete work to be constructed on top of existing sub-base includes construction of (9) concrete median drains, (1)- concrete fire truck access, and median rock blanket in the first median on Harbor, North of 19th Street. Also included is the removal and replacement, of concrete curb, asphalt, irrigation, and landscaping work to pull back the northern nose of the median just South of Ford Rd on Harbor Blvd. Work to be completed per attached plan and proposal schedule (P-1) that is to be submitted by vendor at the time of bid. A public works agreement will need to be fully executed prior to issuing a notice to proceed. (A sample agreement is attached for reference)

VENDOR'S RESPONSE TO REQUEST: (PROVIDE ADDITIONAL PAGES IF MORE SPACE IS REQUIRED)

Proposal must be submitted in response to the scope of work "as-is"

PREVAILING WAGE REQUIREMENTS APPLY TO PROJECTS OVER \$1,000

We Propose Hereby to Furnish Material, Labor, Special Equipment and Permits, complete in Accordance With Above Specifications

FOR THE SUM OF:

~~Forty Six Thousand Seven Hundred Dollars~~
Forty Four thousand Nine Hundred Dollars dollars (\$ 44,900⁰⁰ ~~46,700.00~~)

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof. A Purchase Order will not be issued until the insurance certificate are approved by Risk Management.

Note: Proposal may be withdrawn by Contractor if not accepted within 30 days.


AUTHORIZED SIGNATURE

GENERAL TERMS AND CONDITIONS OF THE CITY OF COSTA MESA - continued

1. In submitting a proposal, the bidder acknowledges that the bidder has thoroughly and carefully read and understands the bid document and attachments; agrees to furnish the product and or labor at the prices, quantities, and terms and conditions stated; and certifies that the information contained in the bid is true and complete to the best of the bidder's knowledge.
2. Submission of a signed bid/proposal will be interpreted to mean the bidder has agreed to all the terms and conditions set forth in the pages of this solicitation. Bidder's signed bid and the City of Costa Mesa's written acceptance shall constitute a binding contract. The submission of a proposal shall be considered conclusive evidence that the Contractor has investigated and is satisfied as to the condition to be encountered in respect to the character, quality, and quantities of work to be performed and materials to be furnished to comply with requirements of the contract and specifications.
3. All contractors shall comply with current federal, state, local and other laws relative thereto. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
4. Whenever a question as to the meaning of any portion of the specifications is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation by the City of Costa Mesa shall be final.
5. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response.
6. The Contractor shall be responsible for providing qualified supervision in all areas of operations. The supervisor will work with City personnel in planning and scheduling the work for successful completion of the task. The contractor shall furnish all required safety devices for his men and equipment and must observe all State safety codes. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.
7. The Contractor shall exercise good housekeeping habits at all times, and maintain the job in safe, clean condition, and he will restore the job site to its original condition of cleanliness and repair at completion of the job. All work which is determined by the City to be defective or deficient in any of the requirements of the specifications shall be remedied by the Contractor at his expense in a manner acceptable to the City.
8. Under no condition will the Contractor, his agent or workman remove any item or items from the job site except that which has been authorized by the City of Costa Mesa in writing.
9. If any subcontractors are to be used in the performance of this contract, they must be identified as subcontractors in the bid.
10. The City of Costa Mesa reserves the right to make awards to the lowest acceptable Contractor, to make awards based on work requirements, to make no award, or to terminate any or all contracts any time due to less than acceptable standards of material, workmanship, or illegal acts. The City of Costa Mesa reserves the right to reject any bids, all bids, or any part of a bid. The City of Costa Mesa reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City of Costa Mesa or any other governmental agency. The City of Costa Mesa expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies due to the City of Costa Mesa.
11. Prices quoted shall be net, including all trade discounts, and Contractor should not include Federal Excise Tax. The City of Costa Mesa is exempt from Federal Excise Tax.
12. Contractor shall not commence work under this contract until he has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall contractor allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved. Neither the failure of contractor to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this contract.

WORKERS' COMPENSATION INSURANCE

Contractor shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, contractor shall require all subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to City.

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

GENERAL TERMS AND CONDITIONS OF THE CITY OF COSTA MESA - continued

Contractor agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

LIABILITY INSURANCE COVERAGE

Contractor shall obtain and maintain during the life of this contract the following insurance coverage:

- **Commercial General Liability**, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury.
- **Automobile liability**, including owned, hired, and non-owned vehicles.

The above insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence and aggregate.

- **Endorsements** to the policies providing the above insurance shall be obtained by contractor, adding the following three provisions:
- **Additional insureds:** (For Commercial General Liability only)

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

All insurance carriers utilized by the contractor or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require contractor's insurance carrier(s) to be admitted insurers in the State of California.

13. 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.

14. **Payment Terms:** Subsequent to receipt of goods, the vendor must submit an invoice for payment. Invoices shall be sent to: City of Costa Mesa, Accounts Payable, P. O. Box 1200, Costa Mesa, CA. 92628-1200. Invoices shall include the purchase order number, description of the goods provided and price. Payment shall be made within thirty (30) days after receipt of invoice. Invoices are to be submitted in arrears for goods provided. Any "prompt payment discounts" will be taken by the City of Costa Mesa, if possible, and will be included in the bid evaluation if the terms offered are for (20) days or longer.

15. Project manager responsibilities are assigned to Bobby Fouladi. Any questions regarding these terms and conditions or project problems should be directed to the person mentioned herein.

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions: (1) Additional Insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other Insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

MISCELLANEOUS CONDITIONS

19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(5148-22)

**PROPOSAL FOR
HARBOR MEDIAN MODIFICATION PROJECT**

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

The bidder acknowledges that by submission of the bid, it is in compliance with the City of Costa Mesa's bidding procedures for informal contracts and it is the bidder's responsibility to furnish the appropriate insurance if the project exceeds \$25,000.

The bidder also acknowledges that the final quality of work completed and materials to be furnished will be as to the requirements of the GREENBOOK and the City's Standard Plans. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder understands that the work is a "remove existing and reconstruct" project. As such, the unit prices include removal, excavation, aggregate base and new improvements. The undersigned agrees to commence the work under the contract within ten (10) days after the issuance of a work order, and complete said work order within thirty (30) days from the first day of commencement of such work.

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Construct concrete median drain at existing median curb openings per detail 1 on Median Modification Plan.	9	EA	\$ <u>2,300</u>	\$ <u>20,700</u>
2	Construct concrete fire access at existing median curb opening per detail 2 on Median Modification Plan.	1	EA	\$ <u>4,000</u>	\$ <u>4,000</u>
3	Remove existing median curb and construct new median curb, ac patching, landscaping, irrigation, and signage per detail 3 on Median Modification Plan.	1	LS	\$ <u>6,500</u>	\$ <u>6,500</u>
4	Construct concrete grouted rock blanket using 4-6 inch rock inside existing median.	460	SF	\$ <u>20</u>	\$ <u>9200</u>
5	Raise DLC box to grade, add new type 3 box, install 2-inch conduit, and splice to existing detector loop conductor.	1	LS	\$ <u>2000</u>	\$ <u>2000</u>
6	Traffic Control	1	LS	\$ <u>2500</u>	\$ <u>2500</u>

Total: 44,900

Name of bidder: S&H CIVILWORKS Contract Person for bidder: JESSE SOTTO

Bidder's address: 1801 HILLTOP DR COLTON CA 92324

NOTE:

1. The accuracy of estimated quantities as shown is not guaranteed; the Bidder shall make his/her own estimates from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete bid items and/or to increase or decrease bid items' quantities.

SPECIAL PROVISIONS/ BID ITEMS

A. Bid Items

The work embraced herein shall be done in accordance with the 2019 Cal Trans Standard Specifications insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

The referenced sections of the applicable City of Costa Mesa Standard Details and Specifications shall be considered as a part of these specifications.

Bid Item No. 1 - Construct concrete median drain at existing median curb openings per detail 1 on Median Modification Plan.

Construction of concrete median curbs includes concrete only. Existing subgrade to remain.

Payment for "Construct concrete median drain at existing median curb openings per detail 1 on Median Modification Plan." shall be per each **(EA)** price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Bid Item No. 2 - Construct concrete fire access at existing median curb opening per detail 2 on Median Modification Plan.

Construction of concrete fire access includes concrete only. Existing subgrade to remain.

Payment for "Construct concrete fire access at existing median curb opening per detail 2 on Median Modification Plan." shall be per each **(EA)** price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Bid Item No. 3 - Remove existing median curb and construct new median curb, ac patching, landscaping, irrigation, and signage per detail 3 on Median Modification Plan.

Modify existing median per plan, patch AC, match landscaping to existing, and ensure existing irrigation is fully operational. Median nose signage shall match adjacent medians in the vicinity.

Payment for "Remove existing median curb and construct new median curb, ac patching, landscaping, irrigation, and signage per detail 3 on Median Modification Plan" shall be per Lump Sum **(LS)** price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

Bid Item No. 4 - Construct concrete grouted rock blanket using 4-6 inch rock inside existing median.

Rock blanket is cobble rock that is placed in a concrete base on the ground. It provides an attractive alternative to bare ground and keeps soil from eroding. Rock Blanket shall be placed so that it will require minimal maintenance for weed control and removal of trash and debris.

Contractor shall submit photographic or physical samples of 4-6 inch cobble rock of various size prior to construction.

Consideration should be given to minimize the spaces between the individual rocks or cobble. This shall be accomplished by setting the rocks/cobbles in concrete or mortar and varying the size and orientation of the rock. Contractor shall construct rock blanket inside the existing median curb on the existing concrete bedding material and shall set the new 4 inch cobble rock in a minimum of two inch thick mortar bedding.

Rock should be placed on a minimum of two inch thick mortar bedding inside the existing median curb while the concrete is still plastic.

Remove concrete adhering to the exposed surfaces of the rock. Rock that is exposed on the finished surface must be round, smooth, and clean without jagged edges or chipped areas showing.

Loose rocks or rocks with a gap greater than 3/8 inch shall be reset by an authorized method. The rock gap is measured from the edge of the rock to the surrounding concrete bedding.

Rock with superficial chipping or jagged edges may be used if the rock is placed such that the areas and jagged edges are submerged in the concrete.

Mortar/concrete must be composed of cement, sand, and water. Materials for mortar/concrete must comply with section 90 of 2018 Cal Trans Standard Specifications.

Payment for all of the preceding shall be per square foot (SF) price bid for "Construct concrete grouted rock blanket using 4-6 inch rock inside existing median" and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed

Bid Item No. 5 - Raise DLC box to grade, add new type 3 box, install 2-inch conduit, and splice to existing detector loop conductor.

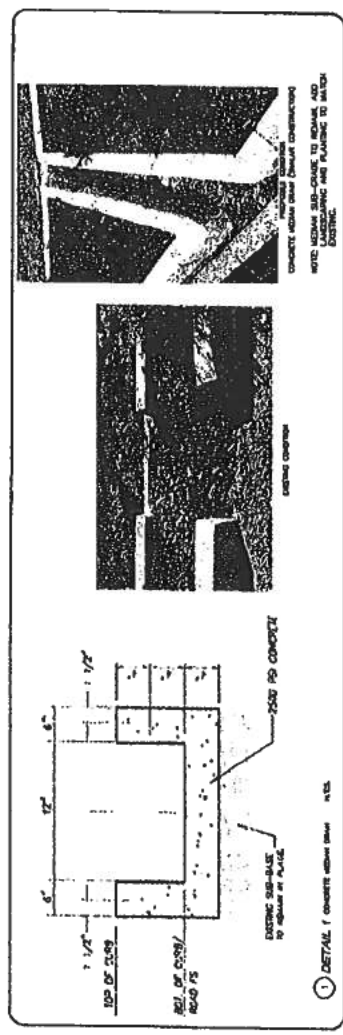
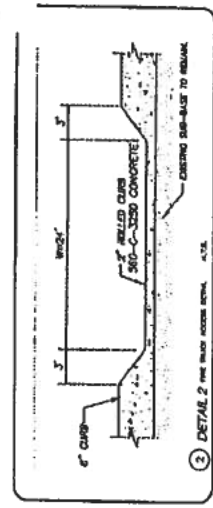
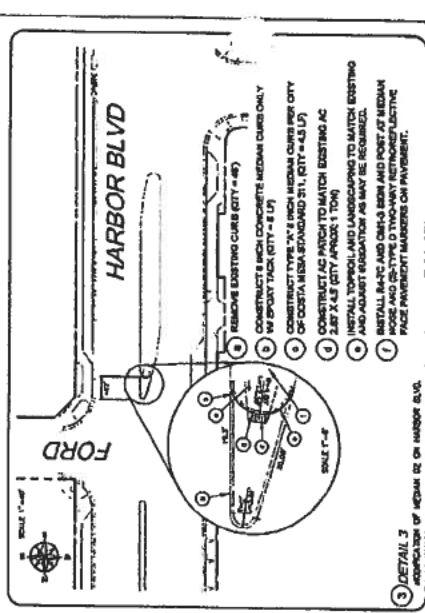
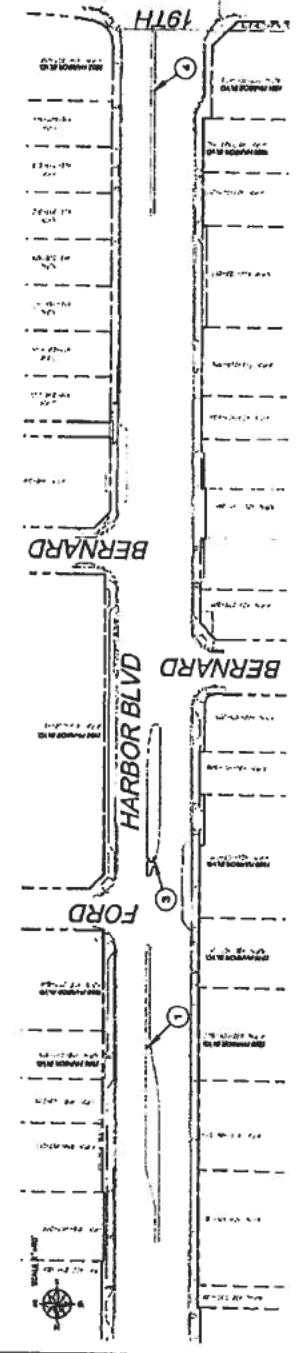
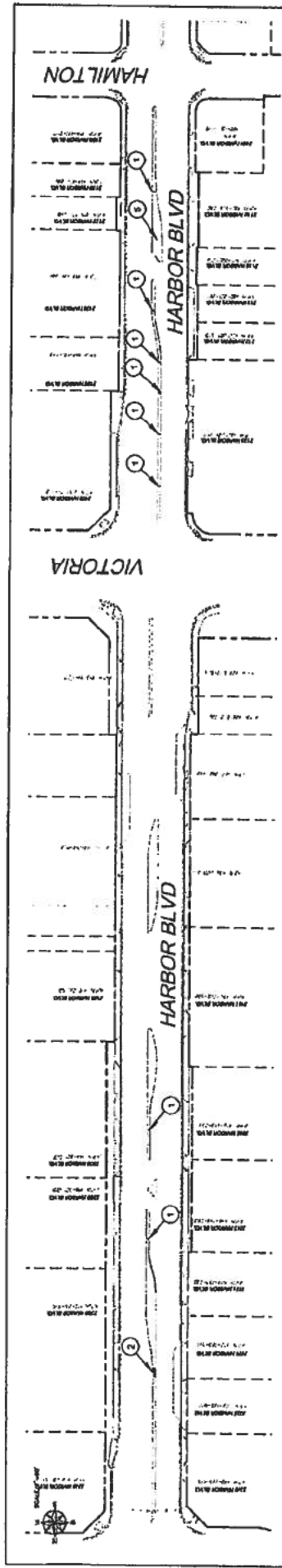
The existing conductor for detection loops is rolled up inside the median and the existing DLC pull box is set too low. This bid item is to install a new pull box, raise the existing pull box to grade, and install and splice the conductor.

Payment for "Raise DLC box to grade, add new type 3 box, install 2-inch conduit, and splice to existing detector loop conductor" shall be per Lump Sum (LS) price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

Bid Item No. 6 - Traffic Control

Temporary traffic control for all items of work listed on plans and in the specifications shall be installed per latest Work Area Traffic Control Handbook.

Payment for "Traffic Control" shall be per Lump Sum (LS) price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.



- CONSTRUCTION NOTES**
1. CONSTRUCT CONCRETE MEDIAN DRAIN ON EXISTING SUB-BASE AT EXISTING MEDIAN CURB OPENING. REFERENCE DETAIL 1 HEREIN.
 2. CONSTRUCT CONCRETE PRE-ACCESS ON EXISTING SUB-BASE AT EXISTING MEDIAN CURB OPENING. REFERENCE DETAIL 3 HEREIN.
 3. REMOVE EXISTING MEDIAN CURB AND CONSTRUCT NEW MEDIAN CURB, AC PATCH, AND LANDSCAPING PER DETAIL 3 HEREIN.
 4. CONSTRUCT CONCRETE CIRCULATED ROCK BLANKET USING 4-8 INCH ROCKS INSIDE EXISTING MEDIAN NORTH OF 180 STREET.
 5. RAISE EXISTING D/C BOX TO GRADE. ADD NEW TYPE 3 BOX, INSTALL 2 INCH CONCRETE AND SPLICE TO EXISTING CONDUCTOR.

- CONSTRUCTION NOTES**
1. DETAIL 1: CONCRETE MEDIAN DRAIN
 2. DETAIL 2: 6\"/>

NOTE: MEDIAN CURB CONCRETE SHALL BE PROPORTIONED PER THE FOLLOWING MIXTURE:

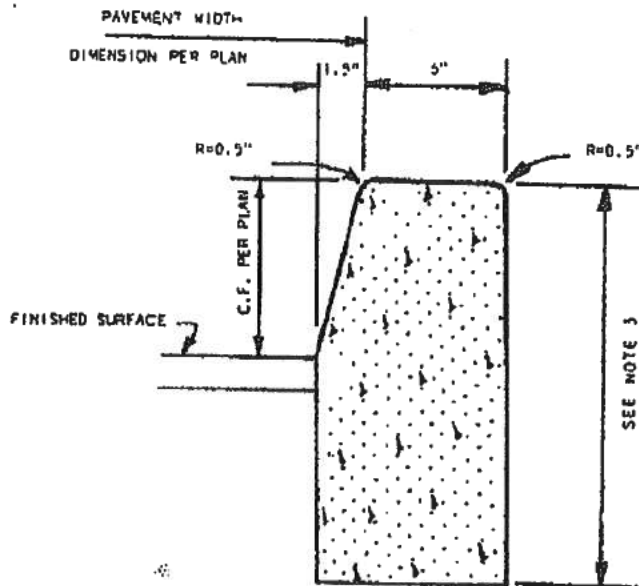
Know what's below
Call BCL before you dig

DIGALERT

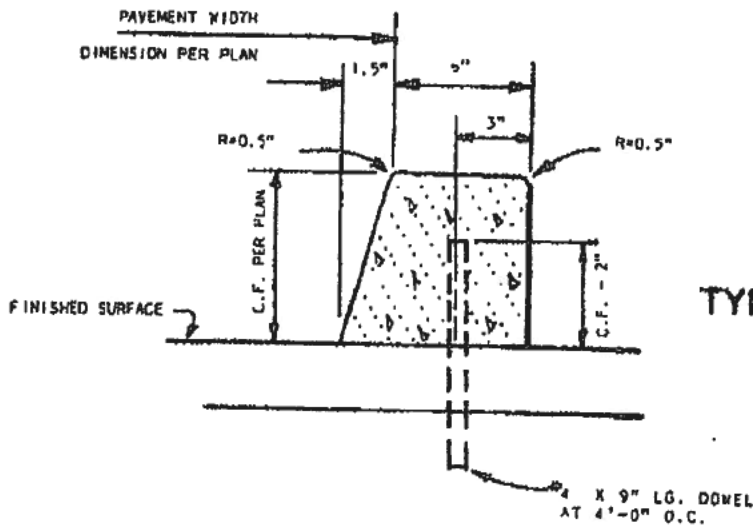
Development Service: Mark of Southern California

CITY OF COSTA MESA
DEPARTMENT OF PUBLIC WORKS / CONSTRUCTION SERVICES
HARBOR BOULEVARD
MEDIAN MODIFICATION PROJECT

DATE: 08/11/2011
SCALE: 1/4\"/>



TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DWG. NO. 314.
2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND M SHALL BE PER PLAN.
4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.
5. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

REVISED 4-16-88

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPES "A" & "B" CURBS

APPROVED *SD Matheson* DATE 4/20/86
SD MATHESON S C S 10100

DRAWN DWL
SCALE NONE

STD. DRW. NO.
311

EXHIBIT B
CITY'S SPECIFICATIONS

SPECIAL PROVISIONS/ BID ITEMS

A. Bid Items

The work embraced herein shall be done in accordance with the 2019 Cal Trans Standard Specifications insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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Bid Item No. 1 - Construct concrete median drain at existing median curb openings per detail 1 on Median Modification Plan.

Construction of concrete median curbs includes concrete only. Existing subgrade to remain.

Payment for "Construct concrete median drain at existing median curb openings per detail 1 on Median Modification Plan." shall be per each (EA) price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Bid Item No. 2 - Construct concrete fire access at existing median curb opening per detail 2 on Median Modification Plan.

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Bid Item No. 3 - Remove existing median curb and construct new median curb, ac patching, landscaping, Irrigation, and signage per detail 3 on Median Modification Plan.

Modify existing median per plan, patch AC, match landscaping to existing, and ensure existing irrigation is fully operational. Median nose signage shall match adjacent medians in the vicinity.

Payment for "Remove existing median curb and construct new median curb, ac patching, landscaping, irrigation, and signage per detail 3 on Median Modification Plan" shall be per Lump Sum (LS) price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

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Consideration should be given to minimize the spaces between the individual rocks or cobble. This shall be accomplished by setting the rocks/cobbles in concrete or mortar and varying the size and orientation of the rock. Contractor shall construct rock blanket inside the existing median curb on the existing concrete bedding material and shall set the new 4 inch cobble rock in a minimum of two inch thick mortar bedding.

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Bid Item No. 5 - Raise DLC box to grade, add new type 3 box, install 2-inch conduit, and splice to existing detector loop conductor.

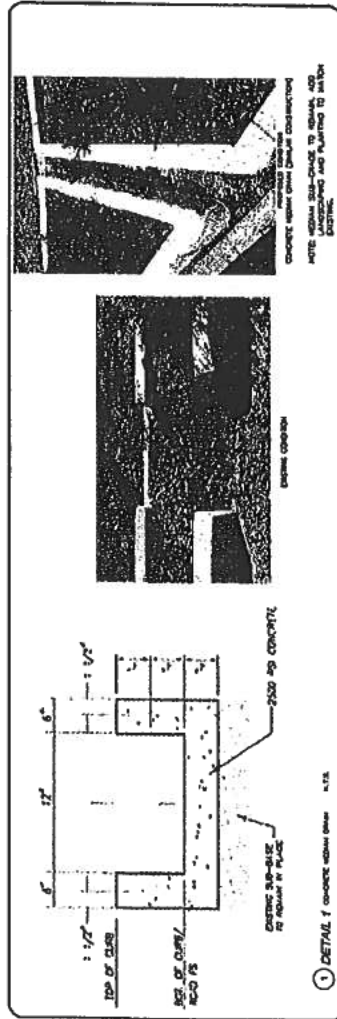
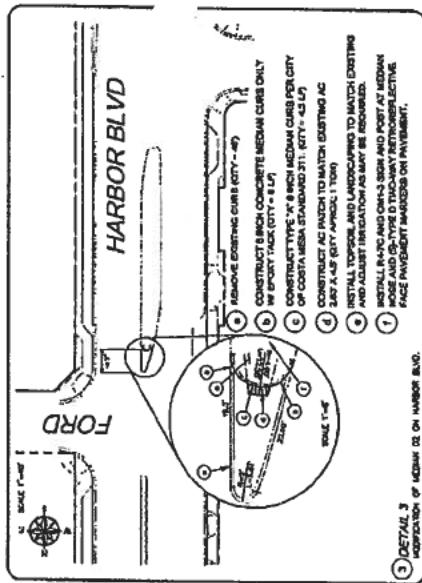
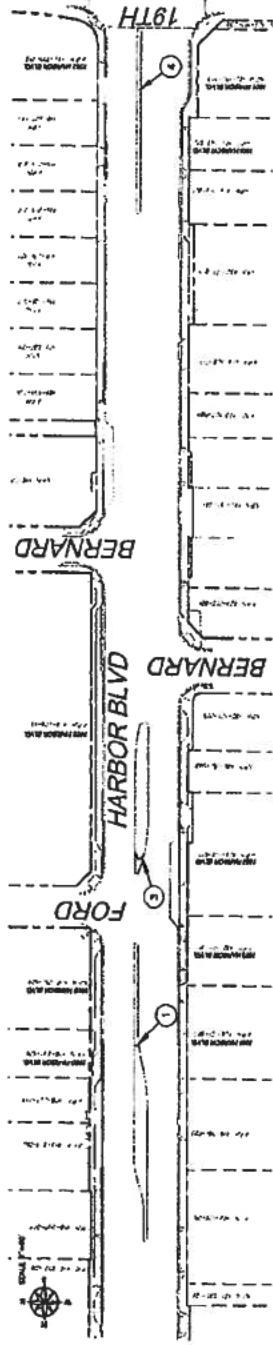
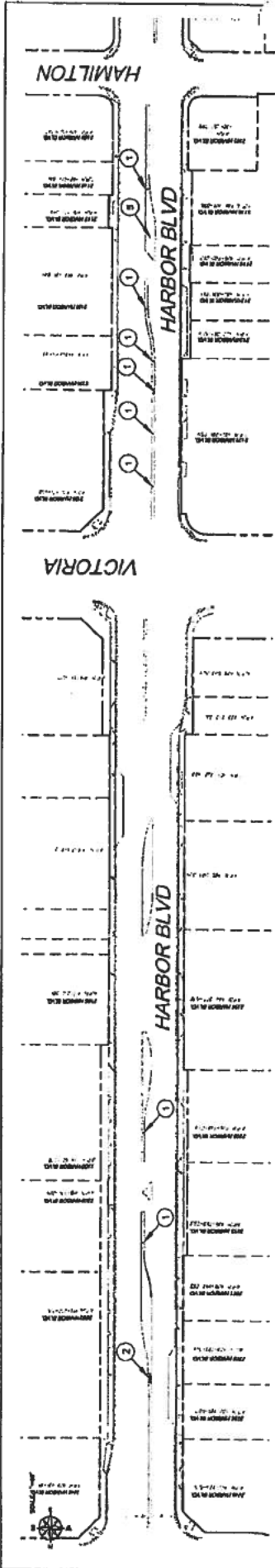
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CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE MEDIAN DRAIN ON EXISTING SUB-BASE AT EXISTING MEDIAN CURB OPENING. REFER TO DETAIL 1 HEREIN.
2. CONSTRUCT CONCRETE FIRE ACCESS ON EXISTING SUB-BASE AT EXISTING MEDIAN CURB OPENING. REFER TO DETAIL 2 HEREIN.
3. REMOVE EXISTING MEDIAN CURB AND CONSTRUCT NEW MEDIAN CURB, AC PATCH, AND LANDSCAPING PER DETAIL 3 HEREIN.
4. CONSTRUCT CONCRETE CIRCULATED ROOF BLANKET USING #4 RICH ROODS INSIDE EXISTING MEDIAN NORTH OF 18th STREET.
5. PLACE EXISTING B.C. BOX TO BRIDGE. ADD NEW TYPE 3 BOX, INSTALL 2 INCH CONDUIT, AND SPLICE TO EXISTING CONDUIT.

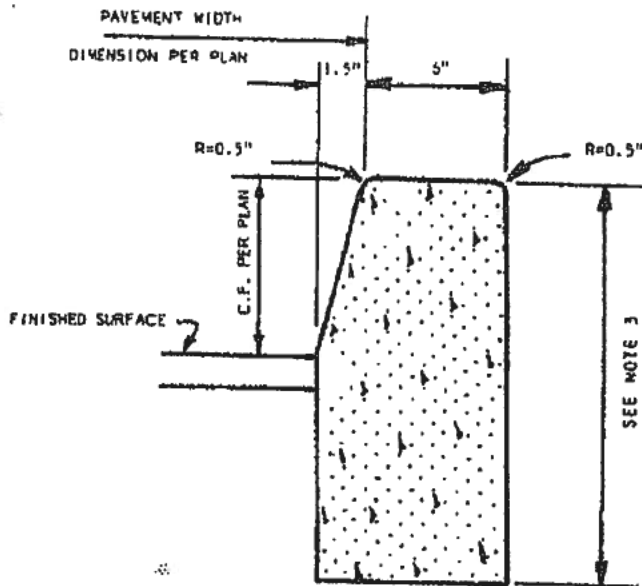
NOTE: MEDIAN CURB CONCRETE SHALL BE PLACED UNLESS OTHERWISE SPECIFIED.

Know what's below
Call 811 before you dig

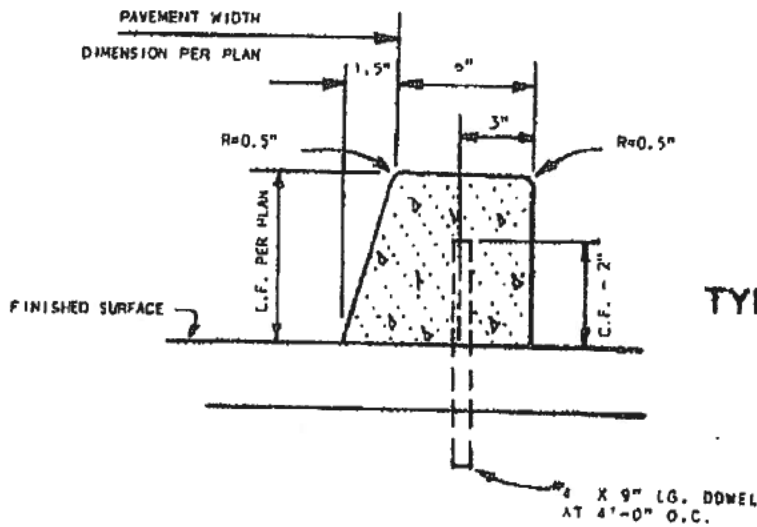


Underground Service Lines of Southern California

DATE: 08/20/2013	PROJECT: MEDIAN RECONSTRUCTION PROJECT
SCALE: 1/2" = 1'	
DESIGNED BY: [Name]	CHECKED BY: [Name]
DRAWN BY: [Name]	DATE: 08/20/2013
PROJECT NO: [Number]	CITY OF COSTA MESA
CONTRACT NO: [Number]	DEPARTMENT OF PUBLIC WORKS / CONSTRUCTION
	HARBOR BOULEVARD
	MEDIAN RECONSTRUCTION PROJECT



TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" X 2" WEAKENED FLANGE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DWG. NO. 314.
2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND M SHALL BE PER PLAN.
4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.
5. CONCRETE SHALL BE 560-0.3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

REVISED 4-16-88

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPES "A" & "B" CURBS

APPROVED *BD Mattum* DATE 4/20/86
BRUCE MATTHEW B C E 1988

DRAWN DWL
SCALE NONE
STD. DWG. NO.
311

EXHIBIT C

SUMMARY OF PUBLIC CONTRACT CODE SECTION 9204

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

EXHIBIT D

DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.