

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 20-01**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated November 17, 2020 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and GMC ENGINEERING, INC., 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 to be performed consists of, but is not limited to, the following work on Merrimac Way between Harbor Boulevard and Fairview Road in Costa Mesa: mobilization activities; temporarily traffic control; installation and maintenance of Best Management Practices (BMPs); saw cutting and removal of existing asphalt pavement and base; subgrade scarification or regrading and proof rolling of existing base; saw cutting and removal of existing Portland Cement Concrete (PCC) improvements; removal of existing landscaping and irrigation; construction of asphalt pavement and base; construction of curb and gutter; construction of Americans with Disabilities (ADA) complaint sidewalk, curb ramps and passageways; construction of cross gutter and spandrels; construction of driveway approaches; relocation of utilities; adjustment of utilities to grade; relocation of street lighting and electrical pull boxes; modifications to traffic signals; new signing and striping for roadway including bikeway; construction of landscaping and irrigation systems; and all other work as required as shown on the CITY's plans and specifications.

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

The Project is known as the Merrimac Way Bicycle Facility Improvements, City Project No. 20-01 ("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. Bid package, including notice inviting bids, and complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions (Exhibit B);
- d. All addenda to the bid package (Exhibit C);
- e. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond (Exhibit D);
- f. Drug-Free Workplace Policy (Exhibit E); and
- g. 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 Naz Mokarram, 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 11 (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.

One Million Eight Hundred Forty-Four Thousand Dollars (\$1,844,000.00)

8. 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.

9. 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 and providing for a five percent (5%) retention. 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. The retained five percent (5%) shall be paid to

CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. 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 one hundred (100) working days from the first day of commencement of the Work.

12. 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.

13. 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 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) 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.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. 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.

16. 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.

17. 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.

18. 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.

19. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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 CONTRACTOR 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 neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. 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 attorneys' 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 21 (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 attorneys' 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.

21. 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 20 (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.

22. 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.

23. 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.

24. PREVAILING WAGE SCALE.

This Project requires the payment of prevailing wages under California law. In accordance with Labor Code Section 1770, et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810, et seq., eight (8) hours is the legal working day. CONTRACTOR must forfeit to the CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours for which CONTRACTOR does not pay overtime. CONTRACTOR is required to post a copy of such wage rates at all times at the project site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. CONTRACTOR shall also comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California

Labor Code Section 1770, et seq., including Section 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices.

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.

25. 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.

26. 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 as Exhibit E. 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.

27. 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.

28. 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.

29. 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.

30. 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: Naz Mokarram

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

GMC Engineering, Inc.
1401 Warner Ave., Ste. B
Tustin, CA 92780
Attn: Gennady Chizhik

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Western Surety Company
818 West Seventh Street, Suite 930
Los Angeles, CA 90017
Attn: Vivian Imperial

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

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: 1/05/21

CONTRACTOR

Gennady Chizhik
Gennady Chizhik
President

Date: 12-23-2020

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 1-6-2021

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 1/5/21


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 12/29/2020

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director


Date: 12/23/2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 12.21.2020



Naz Mokarram
Project Manager

Date: 12/17/2020

EXHIBIT A
CONTRACTOR'S BID

SECTION C
PROPOSAL
FOR
MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS
CITY PROJECT NO. 20-01

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS , CITY PROJECT NO. 20-01**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN HUNDRED (100) WORKING 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, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL BID SCHEDULE					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization	1	LS	\$ 130,345.35	\$ 130,345.35
2	Temporary Traffic Control	1	LS	\$ 35,050.00	\$ 35,050.00
3	BMP's	1	LS	\$ 8,925.00	\$ 8,925.00
4	Remove and dispose of Existing Tree and Roots	24	EA	\$ 945.00	\$ 22,680.00
5	Bird Surveys	1	LS	\$ 525.00	\$ 525.00
6	Sawcut, Remove and Dispose of Existing AB and AC Surfacing (F)	319	CY	\$ 90.50	\$ 28,869.50
7	Remove and Dispose of Existing Curb and Gutter (F)	1,357	LF	\$ 10.50	\$ 14,248.50

B.C.
Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
8	Remove and Dispose of Existing Median Curb (F)	2,305	LF	\$ 7.20	\$ 16,596.00
9	Remove and Dispose of Existing Cross-Gutter and Spandrel (F)	860	SF	\$ 8.00	\$ 6,880.00
10	Remove and Dispose of Existing Sidewalk (F)	8,933	SF	\$ 2.65	\$ 23,672.45
11	Remove and Dispose of Existing Landscaping, Dirt, and Other Materials Necessary to Construct Proposed Improvements (F)	23,105	SF	\$ 2.60	\$ 60,073.00
12	Sawcut and Join Existing Pavement to New Pavement (F)	262	LF	\$ 10.00	\$ 2,620.00
13	Remove and Dispose of Existing Roadway (F)	570	CY	\$ 60.00	\$ 34,200.00
14	Re-grade and Proof Roll Exposed Aggregate Base	21,738	SF	\$ 0.50	\$ 10,869.00
15	Cold Mill AC (3" Min Depth)	18,073	SY	\$ 1.40	\$ 25,302.20
16	Construct 3" AC Pavement	3,050	TON	\$ 88.80	\$ 270,840.00
17	4" Asphalt Concrete (Construct 4" AC/14" AB over 95% (min.) Relative Subgrade Compaction)	255	TON	\$ 150.00	\$ 38,250.00
18	Construct 7" AC Pavement	951	TON	\$ 104.00	\$ 98,904.00
19	14" Aggregate Base (*Construct 4" AC/14" AB over 95% (min.) relative subgrade compaction)	440	CY	\$ 105.00	\$ 46,200.00
20	Construct Type "C-8" Curb & Gutter per City Std. Dwg. 312	1,180	LF	\$ 35.00	\$ 41,300

Bidder's Initials

BID PROPOSAL

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
21	Construct Type "A" curb per City Std. Dwg. No. 311	1,303	LF	\$21.20	\$27,623.60
22	Construct 4" thick PCC over 4" CMB Sidewalk per City Std. Dwg. No. 411 (Modified)	209	SF	\$6.60	\$1,379.40
23	Construct 6" Thick PCC over 6" CMB Sidewalk per modified City Std. Dwg. No. 411 (Modified)	9,586	SF	\$8.00	\$76,688.00
24	Construct Case A ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A	1	EA	\$2,300.00	\$2,300.00
25	Construct Modified Case B ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A	1	EA	\$2,300.00	\$2,300.00
26	Construct Case C ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A	1	EA	\$2,300.00	\$2,300.00
27	Construct Case CH ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88B	1	EA	\$2,300.00	\$2,300.00
28	Construct Type A passageway per Caltrans Standard Plans, Plan No. A88B	1	EA	\$2,650.00	\$2,650.00
29	Construct Cross-Gutter and Spandrel per City Std. Dwg. No. 415	844	SF	\$11.00	\$9,284.00
30	Construct Modified Driveway Approach per City Std. Dwg. 513 (Including Curb Ramp in Modified Detail)	161	SF	\$8.50	\$1,368.50

B.C
Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (In figures)	ITEMS TOTAL (In figures)
31	Construct Driveway Approach Type II Commercial and Multi-Use per City Std. Dwg. 514	861	SF	\$ 8.50	\$ 7,318.50
32	Construct 6" Thick PCC over 6" CMB Driveway per modified City Std. Dwg. No. 411	135	SF	\$ 12.30	\$ 1,660.50
33	Construct Parkway Drain per City Std. Dwg. No. 417	1	EA	\$ 6,150.00	\$ 6,150.00
34	Construct Stamped Concrete	4,241	SF	\$ 13.00	\$ 55,133.00
35	Relocate Fire Hydrant per Mesa Water District Std. Detail No. 4	3	EA	\$ 5,000.00	\$ 15,000.00
36	Relocate Air Vac	1	EA	\$ 5,000.00	\$ 5,000.00
37	Relocate Telecom Riser	5	EA	\$ 2,750.00	\$ 13,750.00
38	Relocate Street Light per Plans by SCE	6	EA	\$ 4,285.00	\$ 25,710.00
39	Relocate Electrical Pull Box Per Plans by SCE	3	EA	\$ 500.00	\$ 1,500.00
40	Remove Street Light per Plans by SCE	1	EA	\$ 1,095.00	\$ 1,095.00
41	Adjust Water Valve Cover to Finish Grade	25	EA	\$ 920.00	\$ 23,000.00
42	Adjust Water Meter Cover to Finish Grade	1	EA	\$ 275.00	\$ 275.00
43	Adjust Water Vault to Finish Grade	1	EA	\$ 3,415.00	\$ 3,415.00
44	Adjust Storm Drain Manhole to Finish Grade	1	EA	\$ 1,025.00	\$ 1,025.00

G.E
Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
45	Adjust Sewer Manhole to Finish Grade	3	EA	\$ 1,025.00	\$ 3,075.00
46	Adjust Air/Vac Lateral Valve to Grade	3	EA	\$ 1,025.00	\$ 3,075.00
47	Adjust Cathodic Protection Test Station to Grade	1	EA	\$ 920.00	\$ 920.00
48	Adjust Blow-off Assembly to Grade	2	EA	\$ 920.00	\$ 1,840.00
49	Adjust Blow-off Assembly Valve to Grade	1	EA	\$ 920.00	\$ 920.00
50	Adjust Recycled Water Meter Valve to Grade	1	EA	\$ 920.00	\$ 920.00
51	Adjust Slurried Backfill Over Existing blow-off Assembly and Valve to Grade	1	EA	\$ 1,315.00	\$ 1,315.00
52	Traffic Signal Modification (Harbor Blvd & Merrimac Way)	1	LS	\$ 44,445.00	\$ 44,445.00
53	Traffic Signal Modification (Fairview Rd & Merrimac Way)	1	LS	\$ 22,400.00	\$ 22,400.00
54	Pedestrian Hybrid Beacon Installation	1	LS	\$ 125,000.00	\$ 125,000.00
55	Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)	1	LS	\$ 92,500.00	\$ 92,500.00
56	Imported Topsoil - 12" depth	469	CY	\$ 65.00	\$ 30,485.00
57	Soil Preparation/Fine Grading in Planting Areas	14,190	SF	\$ 0.45	\$ 6,385.50

G.C

Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
58	Soil Amendment	56	CY	\$ 77.00	\$ 4,312.00
59	Wood Mulch	131	CY	\$ 50.00	\$ 6,550.00
60	Deciduous Tree - 24" Box	21	EA	\$ 465.00	\$ 9,765.00
61	5 Gallon Shrubs, Grasses	521	EA	\$ 25.00	\$ 13,025.00
62	1 Gallon Grasses, Groundcovers	2,071	EA	\$ 9.50	\$ 19,674.50
63	Boulders - Size A	13	EA	\$ 350.00	\$ 4,550.00
64	Boulders - Size B	13	EA	\$ 220.00	\$ 2,860.00
65	Root Barrier - UB 24-2	1,047	LF	\$ 7.50	\$ 7,852.50
66	Damaged sod/irrigation replacement (sheet L-3)	1	Allow.	\$ 975	\$ 975
67	Furnish and Install Complete Irrigation System	1	LS	\$ 130,880.00	\$ 130,880.00
68	Electrical Service Connection to New Controller (SCE)	1	LS	\$ 1,800.00	\$ 1,800.00
69	Irrigation Water Meter and Service Connection (MWD)	1	LS	\$ 8,600.00	\$ 8,600.00
70	Landscape/Irrigation Maintenance (90-day)	1	LS	\$ 5,300.00	\$ 5,300.00
71	Additional Work Items	1	F.A.	\$ 90,000	\$ 90,000

TOTAL BID AMOUNT FIGURES: 1,844,000.00

TOTAL BID AMOUNT (Words):

One million eight hundred forty-four thousand dollars

G.E.

Bidder's Initials

BID PROPOSAL

**PROPOSAL BID SCHEDULE
(CONTINUED)**

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate 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 one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder declares that it has read and understands Item 14 & 15 of Information for Bidders (Page B-2 and B-3).



Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) One million eight hundred forty-four
thousand dollars (\$ 1,844,000.00)

Contractor's Lawful Name: GMC Engineering, Inc. in figures

Bidder's Name: Gennady Chizhik Bidder's Initials: GC

Contractor's License No. 739091 Expiration: 08/31/2021

Contractor's Taxpayer I.D. Number: 33-0759118

Contractor's DIR Registration Number: 1000003957

Signature: [Handwritten Signature] Date: October 13, 2020

Contractor's Address: 1401 Warner Avenue, Ste. B
Tustin, CA 92780

Telephone Number: (714) 247-1040 Mobile No.: ()

Fax Number: (714) 247-1040 E-mail: gennady@gmceng.net

24-Hour Emergency Contacts:

Ernie Beas
Name

Telephone Number: ()

Mobile No.: (714) 412-1411

Art Sanchez
Name

Telephone No.: ()

Mobile No.: (714) 412-0211

Name

Telephone No.: ()

Mobile No.: ()

GC
Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor 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 he 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 misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor 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 Contractor 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 or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of 10% of the total bid price (\$ _____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

G.C.

Bidder's Initials

GMC Engineering, Inc.
 Contractor's Business Name
1401 Warner Avenue, Ste. B
 Business Address: Street
Tustin CA 92780
 City State Zip
(714) 247-1040
 Business Phone Number
Gennady Chizhik - President
 Name Title
Tustin CA 92780
 City State Zip

Respectfully Submitted,
[Signature] President
 Contractor Title
Gennady Chizhik - President
 Signed By Title
739091 A, B 08/31/2021
 Contractor's License No. and Classification Exp. Date
October 13, 2021
 Date
1401 Warner Avenue, Ste. B
 Residence: Street
(714) 247-1040
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

Corporation

Taxpayer I.D. Number: 33-0759118

Name Gennady Chizhik
 Name _____
 Name _____

Can Sign

Must Sign

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
 Address _____
 Name _____
 Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Gennady Chizhik - President
Gennady Chizhik - Secretary
Gennady Chizhik - Treasurer
Gennady Chizhik - Manager

[Signature]
[Signature]
[Signature]
[Signature]
 Bidder's Initials

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 October 13, 2020 before me, Megan Featherston, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gennady Chizhik
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 M Featherston
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

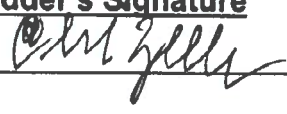
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>10/7/2020</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
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CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
<u>Please See Attached!</u>		
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G.C
Bidder's Initials

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR
Lic. No. 739091 A, B

CONTRACTORS PROPOSAL REFERENCE LIST	
OWNER	East Orange County Water District
OUR JOB #	EOCWD-19
CONTACT	Jerry Mendzer
PHONE	(714) 538-5815
DESCRIPTION	Sidehill Booster Pump Project
CONTRACT AMOUNT	\$ 41,325.00
OWNER	Inland Empire Utilities Agency
OUR JOB #	239-13
CONTACT	Liza Munoz
PHONE	(909) 993-1522
DESCRIPTION	El Prado Road Street Improvements
CONTRACT AMOUNT	\$ 907,000.00
OWNER	Mesa Water District
OUR JOB #	286-20
CONTACT	Mark Pelka
PHONE	(949) 631-1291
DESCRIPTION	Gisler Avenue Parking Project
CONTRACT AMOUNT	\$ 813,448.00
OWNER	City of Anaheim
OUR JOB #	252-14
CONTACT	Robert Luciano
PHONE	(714) 765-5286
DESCRIPTION	Anaheim Canyon Metrolink Pedestrian Improvements (Phase 3)
CONTRACT AMOUNT	\$ 1,368,813.80
OUR JOB #	250-13
CONTACT	Robert Luciano
PHONE	(714) 765-5286
DESCRIPTION	Katella Avenue / State College Boulevard Improvements
CONTRACT AMOUNT	\$ 7,174,152.61
OUR JOB #	233-11
CONTACT	Robert Luciano
PHONE	(714) 765-5286
DESCRIPTION	Anaheim Canyon Metrolink Pedestrian Improvements (Phase 1)
CONTRACT AMOUNT	\$ 2,514,473.15
OUR JOB #	232-11
CONTACT	Robert Luciano
PHONE	(714) 765-5286
DESCRIPTION	Convention Way ("Transit Plaza") Street Improvement Project
CONTRACT AMOUNT	\$ 1,988,853.50
OUR JOB #	221-09
CONTACT	Robert Luciano
PHONE	(714) 765-5286
DESCRIPTION	Kraemer Blvd. And La Palma Ave. Intersection Improvements
CONTRACT AMOUNT	\$ 1,713,000.00

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OUR JOB #	209-07
CONTACT	Robert Luciano
PHONE	(714) 765-5286
DESCRIPTION	Harbor Blvd. Roadway and Parkway Improvements
CONTRACT AMOUNT	\$ 331,785.56
OUR JOB #	206-06
CONTACT	Robert Luciano
PHONE	(714) 765-5286
DESCRIPTION	State College Median & Landscape Improvements
CONTRACT AMOUNT	\$ 1,687,843.50
OUR JOB #	202-06
CONTACT	Dan DeBassio
PHONE	(714) 765-6845
DESCRIPTION	Lincoln Avenue Street Improvements
CONTRACT AMOUNT	\$ 1,678,026.00
OUR JOB #	203-06
CONTACT	Dan DeBassio
PHONE	(714) 765-6845
DESCRIPTION	Harbor Blvd. / Ball Road Intersection Improvements
CONTRACT AMOUNT	\$ 394,010.00
OWNER	
City of Arcadia	
OUR JOB #	256-14
CONTACT	Kevin Merrill
PHONE	(626) 574-5481
DESCRIPTION	Huntington Drive Capacity Improvement Project Phase 2
CONTRACT AMOUNT	\$ 545,303.10
OWNER	
City of Brea	
OUR JOB #	261-15
CONTACT	Raul Lising
PHONE	(714) 671-4450
DESCRIPTION	The Tracks at Brea. Segment 3. Phase II Trail
CONTRACT AMOUNT	\$ 1,610,098.38
OUR JOB #	254-14
CONTACT	Raul Lising
PHONE	(714) 671-4450
DESCRIPTION	Valencia Avenue Median Improvements
CONTRACT AMOUNT	\$ 976,908.75
OUR JOB #	189-05
CONTACT	Raul Lising
PHONE	(714) 671-4450
DESCRIPTION	Lambert & Kraemer Intersection Improvements
CONTRACT AMOUNT	\$ 287,506.00
OUR JOB #	173-03
CONTACT	Raul Lising
PHONE	(714) 671-4450
DESCRIPTION	State College Blvd. / Lambert Road Intersection Improvements
CONTRACT AMOUNT	\$ 1,220,294.48

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OWNER	City of Buena Park
OUR JOB #	259-15
CONTACT	Jeffrey Townsend
PHONE	(714) 562-3680
DESCRIPTION	Beach Blvd. Median and Traffic Signal Improvements
CONTRACT AMOUNT	\$ 1,023,226.16
OUR JOB #	269-17
CONTACT	Wood Nousome
PHONE	(714) 562-3678
DESCRIPTION	SCE ROW Parking Lot Improvements Next to Medieval Times
CONTRACT AMOUNT	\$ 1,932,831.75
OUR JOB #	270-17
CONTACT	Wood Nousome
PHONE	(714) 562-3678
DESCRIPTION	Phase 1 Trail Improvements Edison Corridor
CONTRACT AMOUNT	\$ 1,223,847.80
OWNER	City of Cerritos
OUR JOB #	282-19
CONTACT	Albert Arteaga
PHONE	(562) 860-0311 X 2024
DESCRIPTION	Del Amo Boulevard Rehabilitation (Norwalk Blvd. - Pioneer Blvd.)
CONTRACT AMOUNT	\$ 1,134,359.90
OWNER	City of Chino
OUR JOB #	219-09
CONTACT	Peter Reinheimer
PHONE	(909) 464-8305
DESCRIPTION	Traffic Signal Upgrades - Chino Ave. at Pipeline Ave.
CONTRACT AMOUNT	\$ 164,164.00
OUR JOB #	165-03
CONTACT	Peter Reinheimer
PHONE	(909) 464-8305
DESCRIPTION	Mountain Avenue Water Main
CONTRACT AMOUNT	\$ 338,020.04
OWNER	City of Colton
OUR JOB #	172-03
CONTACT	Victor Ortiz
PHONE	(909) 370-5065
DESCRIPTION	Valley Boulevard Median Improvements
CONTRACT AMOUNT	\$ 351,437.60
OUR JOB #	157-02
CONTACT	Amer Jakher
PHONE	(909) 370-5067
DESCRIPTION	Santa Ana River Project Area - Washington Street Medians
CONTRACT AMOUNT	\$ 617,569.71

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OWNER	City of Corona
OUR JOB #	265-16
CONTACT	Nelson Nelson
PHONE	(951) 817-5765
DESCRIPTION	Foothill Parkway Widening from Teddy Bear Ln to Tamarisk
CONTRACT AMOUNT	\$ 1,837,169.00
<hr/>	
OWNER	City of Costa Mesa
OUR JOB #	242-13
CONTACT	Irina Gurovich
PHONE	(714) 754-5324
DESCRIPTION	Wilson Street at Harbor Boulevard Intersection Improvements
CONTRACT AMOUNT	\$ 345,550.50
OUR JOB #	175-04
CONTACT	Tom Banks
PHONE	(714) 754-5029
DESCRIPTION	OC Fairgrounds - Newport Boulevard South, Fair to Arlington
CONTRACT AMOUNT	\$ 193,026.47
<hr/>	
OWNER	City of Culver City
OUR JOB #	266-16
CONTACT	Mate Gaspar
PHONE	(310) 253-5602
DESCRIPTION	Hetzler Road Pedestrian Trail Improvements
CONTRACT AMOUNT	\$ 1,312,557.62
<hr/>	
OWNER	City of Cypress
OUR JOB #	243-13
CONTACT	Alvin Papa
PHONE	(714) 229-6746
DESCRIPTION	Katella Avenue / Meridian Drive Intersection Improvements
CONTRACT AMOUNT	\$ 123,100.00
<hr/>	
OWNER	City of Dana Point
OUR JOB #	255-14
CONTACT	Matthew Sinacori
PHONE	(949) 248-3558
DESCRIPTION	Pacific Coast Highway / Del Prado Streetscape Improvements Phase 2A
CONTRACT AMOUNT	\$ 6,102,248.49
OUR JOB #	237-12
CONTACT	Matthew Sinacori
PHONE	(949) 248-3558
DESCRIPTION	Pacific Coast Highway Median Improvements Phase 3
CONTRACT AMOUNT	\$ 995,000.00
<hr/>	
OWNER	City of Downey
OUR JOB #	251-14
CONTACT	Desi Gutierrez
PHONE	(562) 622-3468
DESCRIPTION	Firestone Boulevard Improvements
CONTRACT AMOUNT	\$ 1,102,583.83

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OUR JOB #	205-06
CONTACT	Desi Gutierrez
PHONE	(562) 622-3468
DESCRIPTION	Paramount Boulevard
CONTRACT AMOUNT	\$ 394,771.00
OUR JOB #	162-02 and 162A-02
CONTACT	Desi Gutierrez
PHONE	(562) 622-3468
DESCRIPTION	Paramount Gateway Streetscape
CONTRACT AMOUNT	\$ 1,132,265.62
OWNER City of Eastvale	
OUR JOB #	284-20
CONTACT	Dahi Kim
PHONE	(951) 703-4477
DESCRIPTION	Schleisman Road Extension & Hamner Ave. Storm Drain Project
CONTRACT AMOUNT	\$ 3,016,076.06
OUR JOB #	287-20
CONTACT	Dahi Kim
PHONE	(951) 703-4477
DESCRIPTION	Hamner Place Beautification Project
CONTRACT AMOUNT	\$ 3,438,331.00
OWNER City of Huntington Beach	
OUR JOB #	275-18
CONTACT	Joseph Fuentes
PHONE	(714) 536-5259
DESCRIPTION	Shipley Parking Lot
CONTRACT AMOUNT	\$ 394,394.00
OUR JOB #	244-13
CONTACT	Ron Brunell
PHONE	(714) 580-9817
DESCRIPTION	Central Park Parking Improvements
CONTRACT AMOUNT	\$ 273,947.00
OUR JOB #	218-08
CONTACT	Eric Charlonne
PHONE	(714) 536-5430
DESCRIPTION	Safe Routes to School - Mesa View Middle School
CONTRACT AMOUNT	\$ 170,000.00
OUR JOB #	215-08
CONTACT	Eric Charlonne
PHONE	(714) 536-5430
DESCRIPTION	Magnolia Street Sidewalk Improvements
CONTRACT AMOUNT	\$ 437,000.00
OUR JOB #	212-08
CONTACT	Eric Charlonne
PHONE	(714) 536-5430
DESCRIPTION	Safe Routes to School, Cycle V - Sowers School
CONTRACT AMOUNT	\$ 274,668.00

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OUR JOB #	195-05	
CONTACT	Eric Charlonne	
PHONE	(714) 536-5430	
DESCRIPTION	Underhill Lane Improvements	
CONTRACT AMOUNT	\$	577,577.50
OUR JOB #	190-05	
CONTACT	Eric Charlonne	
PHONE	(714) 536-5430	
DESCRIPTION	Adams & Brookhurst Intersection Improvements	
CONTRACT AMOUNT	\$	434,974.00
OWNER	City of Laguna Hills	
OUR JOB #	196-05	
CONTACT	Kenneth Rosenfield	
PHONE	(949) 707-2655	
DESCRIPTION	Intersect Wide/Pvmt Resort & Median Impts Molton Pkwy	
CONTRACT AMOUNT	\$	1,064,003.60
OWNER	City of Lake Forest	
OUR JOB #	235-12	
CONTACT	Angel Fuentes	
PHONE	(949) 461-3490	
DESCRIPTION	Rancho Parkway Street Improvements from Hermana Circle to Portola Parkway	
CONTRACT AMOUNT	\$	2,905,962.20
OWNER	City of La Palma	
OUR JOB #	216-08	
CONTACT	Larry Baldwin	Ismile H. Noorbaksh
PHONE	(714) 292-2574	(714) 690-3310
DESCRIPTION	Median Improvements for La Palma Avenue	
CONTRACT AMOUNT	\$	380,380.65
OWNER	City of Mission Viejo	
OUR JOB #	281-19	
CONTACT	Mark Chagnon	
PHONE	(949) 470-3091	
DESCRIPTION	Los Alisos Blvd. & Santa Margarita Parkway Intersection Improvements	
CONTRACT AMOUNT	\$	335,855.00
OUR JOB #	278-18	
CONTACT	Mark Chagnon	
PHONE	(949) 470-3091	
DESCRIPTION	Alicia/Marguerite & Santa Margarita & Marguerite Intersection Improvements	
CONTRACT AMOUNT	\$	1,023,676.00
OUR JOB #	223-10	
CONTACT	Mark Chagnon	
PHONE	(949) 470-3091	
DESCRIPTION	Oso/Marguerite Intersection Improvements	
CONTRACT AMOUNT	\$	5,068,449.95

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OUR JOB #	245-13
CONTACT	Jerry Hill
PHONE	(949) 470-3085
DESCRIPTION	Mission Viejo Dog Park
CONTRACT AMOUNT	\$ 1,086,888.00
<hr/>	
OWNER	City of Murrieta
OUR JOB #	285-20
CONTACT	Jeff Hitch
PHONE	(951) 461-6076
DESCRIPTION	Warm Springs Parkway South Improvements
CONTRACT AMOUNT	\$ 2,755,952.00
<hr/>	
OWNER	City of Newport Beach
OUR JOB #	280-18
CONTACT	Michael Sinacori
PHONE	(949) 644-3342
DESCRIPTION	Bayside Drive & Jamboree Road/Marine Avenue Intersection Improvements
CONTRACT AMOUNT	\$ 2,913,000.00
OUR JOB #	272-18
CONTACT	Zachary Gentry
PHONE	(949) 491-4251
DESCRIPTION	Newport Elementary Playfield
CONTRACT AMOUNT	\$ 520,520.00
OUR JOB #	271-17
CONTACT	Peter Tauscher
PHONE	(949) 644-3316
DESCRIPTION	Central Ave Plaza Revitalization
CONTRACT AMOUNT	\$ 380,000.00
OUR JOB #	263-16
CONTACT	Andy Tran
PHONE	(949) 644-3315
DESCRIPTION	Newport Blvd. Widening from 30th Street to Via Lido
CONTRACT AMOUNT	\$ 4,174,891.08
OUR JOB #	262-15
CONTACT	Mike St. Clair
PHONE	(949) 644-3311
DESCRIPTION	15th Street and Balboa Blvd. Revitalization
CONTRACT AMOUNT	\$ 3,000,375.52
OUR JOB #	253-14
CONTACT	Brad Sommers
PHONE	(949) 644-3326
DESCRIPTION	Eastbluff Road / Ford Drive Bike Lane Improvements
CONTRACT AMOUNT	\$ 309,092.24
OUR JOB #	249-13
CONTACT	Mike St. Clair
PHONE	(949) 644-3311
DESCRIPTION	West Newport Landscape Project
CONTRACT AMOUNT	\$ 2,247,357.75

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OUR JOB #	247-13
CONTACT	Fong Tse
PHONE	(949) 644-3321
DESCRIPTION	Bayside Cove Walkway
CONTRACT AMOUNT	\$ 155,978.50
OUR JOB #	246-13
CONTACT	Peter Tauscher
PHONE	(949) 644-3316
DESCRIPTION	Bay Avenue West Pavement Rehabilitation
CONTRACT AMOUNT	\$ 1,425,999.37
OUR JOB #	236-12
CONTACT	Andy Tran
PHONE	(949) 644-3315
DESCRIPTION	Jamboree Rd. Improvements from Bristol St. N. to Fairchild Rd.
CONTRACT AMOUNT	\$ 1,572,403.42
OUR JOB #	227-10
CONTACT	Fong Tse
PHONE	(949) 644-3321
DESCRIPTION	San Miguel Street Improvements
CONTRACT AMOUNT	\$ 1,170,000.00
OUR JOB #	217-08
CONTACT	Mike St. Clair
PHONE	(949) 644-3311
DESCRIPTION	Pelican Hill Rd & Newport Coast Dr. Right Turn Improvements
CONTRACT AMOUNT	\$ 318,318.00
OUR JOB #	211-07
CONTACT	Andy Tran
PHONE	(949) 644-3315
DESCRIPTION	Superior Avenue Median Improvements
CONTRACT AMOUNT	\$ 634,118.50

OWNER	City of Orange
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OUR JOB #	230-11
CONTACT	Alan Truong
PHONE	(714) 744-5567
DESCRIPTION	Main Street Widening and Water Improvements
CONTRACT AMOUNT	\$ 3,200,000.00

OWNER	City of Riverside
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OUR JOB #	176-04
CONTACT	Juan Rojas
PHONE	(951) 826-5236
DESCRIPTION	Van Buren Boulevard Median Improvements
CONTRACT AMOUNT	\$ 740,000.15

OUR JOB #	174-04
CONTACT	Juan Rojas
PHONE	(951) 826-5236
DESCRIPTION	Central Avenue to Chicago, Alleys, Fairmount from Stron to 60 Fwy
CONTRACT AMOUNT	\$ 330,076.68

GMC ENGINEERING INC.

GENERAL ENGINEERING CONTRACTOR

Lic. No. 739091 A, B

OWNER	City of Torrance
OUR JOB #	238-13
CONTACT	Craig Bilezerian
PHONE	(310) 618-3054
DESCRIPTION	Measure R: N47 Maple Ave. at Sepulveda Blvd I-111
CONTRACT AMOUNT	\$ 186,319.00
OUR JOB #	166-03
CONTACT	Sandy Cohen
PHONE	(310) 618-2324
DESCRIPTION	Hawthorne Blvd. / Del Amo Blvd. Intersection Improvements
CONTRACT AMOUNT	\$ 336,841.11
OWNER	City of Upland
OUR JOB #	177-04
CONTACT	Alex Qishta
PHONE	(909) 931-4272
DESCRIPTION	Foothill Boulevard Medians
CONTRACT AMOUNT	\$ 110,073.96
OWNER	City of Yorba Linda
OUR JOB #	279-18
CONTACT	Rick Yee
PHONE	(714) 961-7171
DESCRIPTION	Main Street and Lemon Drive Improvement Project
CONTRACT AMOUNT	\$ 2,323,232.00
OUR JOB #	273-17
CONTACT	Rick Yee
PHONE	(714) 961-7171
DESCRIPTION	Street Improvements for Arroyo Way
CONTRACT AMOUNT	\$ 454,998.85
OUR JOB #	260-15
CONTACT	Rick Yee
PHONE	(714) 961-7171
DESCRIPTION	Bastanchury Road Widening
CONTRACT AMOUNT	\$ 2,604,610.12
OWNER	City of Westminster
OUR JOB #	198-05
CONTACT	Jake Ngo
PHONE	(714) 898-3311
DESCRIPTION	City Hall North Parking Lot Improvements
CONTRACT AMOUNT	\$ 287,287.00
OUR JOB #	197-05
CONTACT	Jake Ngo
PHONE	(714) 898-3311
DESCRIPTION	Westminster Blvd. Median Improvements from Beach to Edwards
CONTRACT AMOUNT	\$ 2,100,000.00

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.


Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
Portion of 20-34	10.09%	BLACK ROCK CONSTRUCTION, INC. 929 Mariner Street Brea, CA 92821 (714) 264-6297 Lic # 943308 DIR #1000005460			
37-40, 52-54, 68	12.04%	Macadee Electrical Construction, Inc. 4821 Lanier Road Chino, CA 91710 License #583125 Electrical/TS DIR #1000395429			
55	5.02	SUPERIOR PAVEMENT MARKINGS 5312 CYPRESS STREET CYPRESS, CA 90630 (714) 562-9100 License No. 776306 Signing/Striping DIR No. 1000001476			

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.


 Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
57-65, portion of 67, 70	11.44%	BUENA VISTA LANDSCAPE 1472 N. HARDING ST. ORANGE, CA 92867 714-771-2563 LIC. # 674472 C27 DBE #10544 Landscape / Irrigation Contractor's Registration #: 10000364206			
33	0.75%	Doty Bros. Equipment Company 11232 Firestone Blvd. Norwalk, CA 90650 (562) 864-6566 Lic #273024 DIR #1000000977			
4	1.23%	DAVID'S TREE SERVICE 19051 Gothard Street Huntington Beach, CA 92648 714-842-6345 Fax 714-842-0135 Lic. # 735009 DBE# 42628 Arborist Contractor's Registration # 1000015986			

By submission of this proposal, the Bidder certifies:

1. That I/(we)/(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

G.E
Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.


Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
41-45	1.62%	EBS Utilities 123 Main, Corona	932798	A	1000004286

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.


 Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: GMC Engineering, Inc. Phone: (714) 247-1040

Address: 401 Warner Ave., Ste. B Fax: (714) 247-1040
Tustin, CA 92780

Contact Person: Gennady Chizhik No. of years in business: 23

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? General Contractor

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
 Less than \$5 Million
 Less than \$10 Million
 Less than \$15 Million
 More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

G.C.
Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$ _____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this ____ day of _____, 20__.

Contractor/ Principal
(Notary Acknowledgement to be attached)

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

Submitted to City Clerk on 10/12/2020

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

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

6.C

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

GMC Engineering, Inc.
Contractor Firm Name
Gennady Chizhik
Name of Principal
President
Title
Gennady Chizhik
Signature

See Attached!

Subscribed and sworn to before me by:

This ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

GC
Bidder's Initials

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

Subscribed and sworn to (or affirmed) before me on this 13th
day of October, 2020, by Gennady Chizhik

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature M Featherston

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires 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.

Dated: October 13, 2020

CONTRACTOR



GMC Engineering, Inc.

Company Name

PROJECT: MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS, CITY PROJECT
NO. 20-01

G.C.

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, 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. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.



Bidder's Initials



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
		N/A		

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

Chizella

Bidder/Applicant/Proposer
GMC Engineering, Inc.



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628 1200

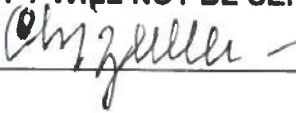
FROM THE PUBLIC SERVICES DEPARTMENT ENGINEERING DIVISION

DATE: OCTOBER 7, 2020

TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: BID ADDENDUM NO. 1 – MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS
CITY PROJECT NO. 20-01**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to naz.mokarram@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Gennady Chizhik 

Company: GMC Engineering, Inc.

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

1. Replace specifications cover page with signed specifications cover page provided in Attachment 1.
2. Insert "Technical Special Provisions" cover page with EOR signature and stamp, provided in Attachment 2, after page GP-27 and before page SP-1 (i.e. Section E Special Provisions).
3. Responses to "Requests for Information" (RFIs) from prospective bidders:

Question No. 1: For this project do we need to submit original Bid bond to the City Clerk's office before the bid date or just upload it. Please advise.

Answer to No. 1:

All original bid bonds, complete with wet signature(s), stamps, and embossing, etc., **MUST** be directly submitted to the City Clerk's Office at Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 **no later than** 9:00 A.M., Pacific Daylight Time (P.D.T.), on **Tuesday, October 13, 2020**. Hand-delivery is highly recommended. The City will **NOT** accept or be responsible for late arrivals of bid bonds due to the actions of the U.S. postal service or private delivery service providers. Copies of the bid bonds uploaded onto PlanetBids will NOT be accepted. Due to COVID-19 precautions, Costa Mesa City Hall is **CLOSED** to the public. Therefore, bid bonds should be delivered and submitted in a "drop-off" box provided near the entrance to City Hall **no later than** 9:00 A.M. P.D.T. on **Tuesday, October 13th, 2020**.

Question No. 2: I am bidding this project as a sub and I have a question regarding bid item Nos. 38, 39, 40. In the bid package I don't see any SCE plans for the street lighting. Are there any for this project?

Bid Addendum No. 1
Project and Specifications No. 20-01

Answer to No. 2:

See Attachment 3 - three sheets provided by SCE. The contractor is responsible for installing the structures and conduit, i.e. street light foundations/pedestal slab, pull boxes, and conduit runs to each light standard, etc. Once all the requirements are met, Edison's crew will pull the new wire and make connections. Coordination with Edison's contract crew is required and they will be removing/moving the streetlights.

Question No. 3: Please advise when construction on this project is anticipated to begin?

Answer to No. 3:

The Award of the Contract shall be within 60 days of bid opening. The Notice to Proceed (NTP) will be subsequent to the Agreement being fully executed after the Award Date.

Question No. 4: Bid Item #5 – Bird Surveys
Reference: Special Provisions 17

According to the project specifications, the Contractor shall be responsible for bird surveys if construction occurs between February 15th and August 31st. In conjunction with our question above, please advise if this work will be required of the Contractor?

Answer to No. 4:

If the NTP is issued prior to the bird survey period and the tree removal work is completed prior to the bird season, then no bird surveys will be required. However, if the NTP and work associated with the tree removal is after the 15th of February, then the bird surveys and specifications thereof will be required by the Contractor.

Question No. 5: Bid Item #8 – Remove and Dispose of Existing Median Curb (F)
Reference: Special Provisions 24

Based on our field inspection, it appears that all median curb designated to protect in place is in very poor condition. We are extremely concerned that during construction it would not be practical to protect this curb (to construct stamped PCC in the medians and protect median curb at the north side from STA 10+77 to STA 20+00 which requires full 7" AC R&R). Due to this, we believe that this item should be paid based on actual field measurement quantity.

Answer to No. 5:

Final Pay (F) from Bid Item #8 – Remove and Dispose of Existing Median Curb is removed, to allow flexibility to remove and replace more median curb as needed.

Question No. 6: Bid Item #34 – Construct Stamped Concrete
Reference: Special Provisions 51

We assume that the location of the recently constructed adjacent medians is on Harbor Blvd. Please confirm, so that we can match the color and pattern. In addition, please provide information indicating PCC thickness, and CMB thickness (if required)?

Answer to No. 6:

Contractor to field match the petterna and color from the Arlington and SB Newport Blvd. pork chop median. The stamped concretet should be a 4" PCC over 6" CMB section.

Question No. 7: Bid Item #45 – Adjust Sewer Manhole to Grade
Reference: Special Provisions 64

Bid Addendum No. 1

Project and Specifications No. 20-01

Please advise if the sewer manholes belong to Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD)? If OCSD, does the work have to be performed by a pre-approved OCSD contractor? In our previous experience, this has been very expensive.

Answer to No. 7:

The sewer manholes belong to Costa Mesa Sanitary District (CMSD).

Question No. 8: It appears that the traffic signal specifications released for this project do not match the plans. The plans for the intersection of Merrimac Way call out for a P cabinet with Cobalt but the specs call out a 332 with a 2070C. Can you please let us know if the city will be issuing an addendum with an updated specification or if Econolite should base our bid on the plans. For the intersection of Merrimac Way at Harbor, we respectfully ask if Econolite Vision video Detection is an acceptable alternate.

Answer to No. 8:

The Specifications Section E, pages SP-66 to SP-101 have been updated accordingly. Replace these pages in the advertised specification with Attachment 4 provided in this addendum.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. The remainder of the *Bid Contract Documents and Specifications* shall remain unchanged. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders.

Please acknowledge receipt of this Bid Addendum No. 1 by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Naz Mokarram, PE
Senior Engineer

Attachments:

- 1- Specification signed cover page
- 2- "Technical Special Provisions" cover page
- 3- SCE plans (3 sheets)
- 4- Revised Technical Specification Pages SP-66 to SP-101



**RESOLUTION AUTHORIZING EXECUTION OF ANY CONTRACT BY
PRESIDENT GENNADY CHIZHIK**

At a Meeting of the Board of Directors of GMC Engineering Inc. (hereinafter sometimes called Corporation), a corporation organized and existing by virtue of the laws of the State of California, duly called and held on the 3rd of January, 2020, a quorum being present, consisting of the President and Secretary of the Corporation, Gennady Chizhik, the following Resolution was adopted:

BE IT RESOLVED by the Board of Directors of this Corporation that its President, Gennady Chizhik, is hereby authorized, empowered, and directed to execute on behalf of this Corporation, and in its name, any contract.

BE IT FURTHER RESOLVED, that any prior acts of said officer of the Corporation, in connection with the execution of any contract on behalf of the Corporation, are hereby confirmed and ratified.

I, Gennady Chizhik, hereby certify and declare that I am the regularly and duly acting President and Secretary of GMC Engineering, Inc., a Corporation; that the Resolution above set forth was duly and regularly adopted by the Board of Directors of said Corporation at a Special Meeting of said Board of Directors, held in Tustin, California, on the 3rd day of January, 2020; that the whole number of Board of Directors of said Corporation is one; that there were present at said meeting one Director; that all Directors present voted in favor of said Resolution, and that thereupon the Resolution was declared regularly adopted.

Gennady Chizhik
President & Secretary of GMC Engineering Inc.

Corporate Seal

Notarization 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 October 13, 2020 before me, Megan Featherston, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gennady Chizhik
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 Megan Featherston
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: _____

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

FAITHFUL PERFORMANCE BOND
PUBLIC WORK

(The premium charge on this bond is \$ 14,432.00, being at the rate of \$ 7.83 per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated November 17th, 2020, which is hereby incorporated by reference herein, with GMC Engineering, Inc.

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

Merrimac Way Bicycle Facility Improvements - Project 20-01

_____ ; and
WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, We the Principal, and Western Surety Company a corporation organized and existing under the laws of the State of South Dakota and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of One Million Eight Hundred Forty Four Thousand 00/100's Dollars (\$ 1,844,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, condition and agreements in the said contract and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF. We have hereunto set our hands and seals this 7th day of December, 2020

GMC Engineering, Inc.

Gennady Chizh
Authorized Signature/Title
Western Surety Company
President

David B. Sandiford
David B. Sandiford - Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Sandiford, Individually

of Arcadia, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Orange }

On December 7th, 2020 before me, Rosemarie Geiger,
(Here insert name and title of "b officer)

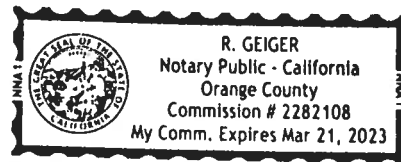
personally appeared David B. Sandiford,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and 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.

R. Geiger

Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits. otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

Nº 3472

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day
of MARCH, 1975, I have hereunto set
my hand and caused my official seal to be affixed this 21ST
day of MARCH, 1975.

Fee
Rec. No.
Filed

By

WESLEY J. KINDER
Insurance Commissioner

William M. Sales
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

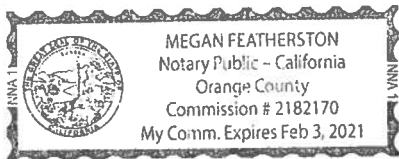
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 12/08/2020 before me, Megan Featherston, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Gennady Chizhik
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 Megan Featherston
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: _____
Document Date: _____ Number of Pages _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Bond No. 30100342

Premium: Included

**LABOR AND MATERIALS PAYMENT BOND
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to GMC Engineering, Inc., hereinafter designated as the "Principal", a contract for the project known as: Merrimac Way Bicycle Facility Improvements Project: 20-01 in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and Western Surety Company, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of One Million Eight Hundred Forty Four Thousand and 00/100's Dollars (\$1,844,000.00) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 7th day of December, 2020.

GMC Engineering, Inc.
Name of Contractor (Principal)

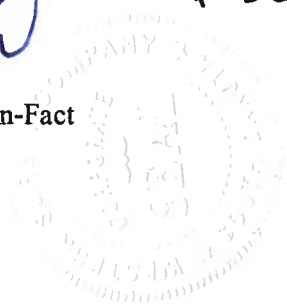
Western Surety Company
Name of Surety

151 N. Franklin St., Chicago, IL 60606
Address of Surety

Gennady Chizhik
Authorized Signature/Title
Gennady Chizhik
President

David B. Sandiford
Authorized Agent Signature

David B. Sandiford - Attorney-in-Fact
Print Name and Title



CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Orange }

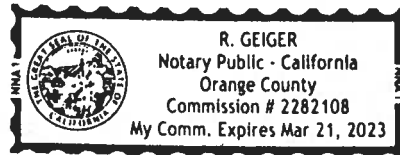
On December 7th, 2020 before me, Rosemarie Geiger
(Here insert name and title of 1st officer)

personally appeared David B. Sandiford,
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.

R. Geiger
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits. otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Sandiford, Individually

of Arcadia, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Nº 3472

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the laws of SOUTH DAKOTA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day of MARCH, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21ST day of MARCH, 1975.

Fee
Rec. No.
Filed

By

WESLEY J. KINDER
Insurance Commissioner

Wesley J. Kinder
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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 12/08/2020 before me, Megan Featherston, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gennady Chizhik
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 M Featherston
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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

EXHIBIT B
BID PACKAGE

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS FOR

MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS
CITY PROJECT NO. 20-01

Prepared Under the Direction of:

Baltazar Mejia, P.E.

Interim City Engineer

Copy No. _____

Checked by _____

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SECTION A

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

**MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS
CITY PROJECT NO. 20-01**

1. **BID SUBMISSION AND OPENING**: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **10:00 A.M., Tuesday, October 13th, 2020**, at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

2. **SCOPE OF WORK AND BID DOCUMENTS**: The scope of work in general consists of mobilization activities, temporary traffic control, installation and maintenance of BMP's, saw cutting and removal of existing asphalt pavement and base, subgrade scarification or regrading and proof rolling of existing base, saw cutting and removal of existing PCC improvements, removal of existing landscaping and irrigation, construction of asphalt pavement and base, construction of curb and gutter, construction of ADA complaint sidewalk, ADA curb ramps and passageways, construction of cross gutter and spandrels, construction of driveway approaches, relocation of utilities, adjustment of utilities to grade, relocation of street lighting and electrical pull boxes, modifications to traffic signals, new signing and striping for roadway including bikeway and construction of landscaping and irrigation systems.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

3. **PRE-BID MEETING OR JOB WALK**: None.
4. **BID CONTENTS**: All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
5. **BID SECURITY**: Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline.

SECTION B

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal form within the Contract Documents at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Each Bidder is responsible for acknowledging addenda.
2. QUALIFICATION OF BIDDERS: Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid form.
3. BID SECURITY/BID BOND: Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be submitted to the City Clerk's Office at least one hour prior to the bid submission deadline. Any and all late submittals of the bid security / bid bond shall be rejected, and it is the bidder's responsibility, not the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. NONCOLLUSION AFFIDAVIT: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. SIGNATURE: Via the *PlanetBids* platform, the bid must be *electronically or digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
6. CORRECTIONS: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
7. DELIVERY OF PROPOSAL: Proposals shall be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.

6. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "A" (General Engineering Contractor) and Class "C-27" (Landscape Contractor) for the Landscaping and Irrigation** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall 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 unless registered and qualified pursuant to Labor Code section 1725.5.
8. **PREVAILING WAGES:** This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
9. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
10. **RETENTION:** The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
11. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
12. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
13. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact Contract Administrator: Robert Staples, Public Services Department, via e-mail at robert.staples@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa
Dated: September 9, 2020

8. BID DEPOSIT RETURN: Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
9. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **three (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission

of a bid shall be taken as prima facie evidence of compliance with this section.

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6). Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to ten (10) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or

type of workman required as set forth by the Director of Industrial Relations of the State of California.

21. **ANTI-DISCRIMINATION**: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. **DRUG-FREE WORKPLACE POLICY**: Contractor, upon notification of contract award, 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. 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.
23. **BID PROTEST PROCEDURES**: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. **ASSEMBLY BILL 626**: Assembly Bill 626 (AB 626), added section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests

between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

REQUEST FOR INTERPREPARATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address:

Telephone: _____

FAX: _____

Plan Sheet: _____

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

TO A/E: _____

SECTION C
PROPOSAL
FOR
MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS
CITY PROJECT NO. 20-01

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS , CITY PROJECT NO. 20-01**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN HUNDRED (100) WORKING 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, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL BID SCHEDULE					
ITEM #	BID ITEM DECRPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization	1	LS	\$	\$
2	Temporary Traffic Control	1	LS	\$	\$
3	BMP's	1	LS	\$	\$
4	Remove and dispose of Existing Tree and Roots	24	EA	\$	\$
5	Bird Surveys	1	LS	\$	\$
6	Sawcut, Remove and Dispose of Existing AB and AC Surfacing (F)	319	CY	\$	\$
7	Remove and Dispose of Existing Curb and Gutter (F)	1,357	LF	\$	\$

Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
8	Remove and Dispose of Existing Median Curb (F)	2,305	LF	\$	\$
9	Remove and Dispose of Existing Cross-Gutter and Spandrel (F)	860	SF	\$	\$
10	Remove and Dispose of Existing Sidewalk (F)	8,933	SF	\$	\$
11	Remove and Dispose of Existing Landscaping, Dirt, and Other Materials Necessary to Construct Proposed Improvements (F)	23,105	SF	\$	\$
12	Sawcut and Join Existing Pavement to New Pavement (F)	262	LF	\$	\$
13	Remove and Dispose of Existing Roadway (F)	570	CY	\$	\$
14	Re-grade and Proof Roll Exposed Aggregate Base	21,738	SF	\$	\$
15	Cold Mill AC (3" Min Depth)	18,073	SY	\$	\$
16	Construct 3" AC Pavement	3,050	TON	\$	\$
17	4" Asphalt Concrete (Construct 4" AC/14" AB over 95% (min.) Relative Subgrade Compaction)	255	TON	\$	\$
18	Construct 7" AC Pavement	951	TON	\$	\$
19	14" Aggregate Base (*Construct 4" AC/14" AB over 95% (min.) relative subgrade compaction)	440	CY	\$	\$
20	Construct Type "C-8" Curb & Gutter per City Std. Dwg. 312	1,180	LF	\$	\$

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
21	Construct Type "A" curb per City Std. Dwg. No. 311	1,303	LF	\$	\$
22	Construct 4" thick PCC over 4" CMB Sidewalk per City Std. Dwg. No. 411 (Modified)	209	SF	\$	\$
23	Construct 6" Thick PCC over 6" CMB Sidewalk per modified City Std. Dwg. No. 411 (Modified)	9,586	SF	\$	\$
24	Construct Case A ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A	1	EA	\$	\$
25	Construct Modified Case B ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A	1	EA	\$	\$
26	Construct Case C ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A	1	EA	\$	\$
27	Construct Case CH ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88B	1	EA	\$	\$
28	Construct Type A passageway per Caltrans Standard Plans, Plan No. A88B	1	EA	\$	\$
29	Construct Cross-Gutter and Spandrel per City Std. Dwg. No. 415	844	SF	\$	\$
30	Construct Modified Driveway Approach per City Std. Dwg. 513 (Including Curb Ramp in Modified Detail)	161	SF	\$	\$

Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
31	Construct Driveway Approach Type II Commercial and Multi-Use per City Std. Dwg. 514	861	SF	\$	\$
32	Construct 6" Thick PCC over 6" CMB Driveway per modified City Std. Dwg. No. 411	135	SF	\$	\$
33	Construct Parkway Drain per City Std. Dwg. No. 417	1	EA	\$	\$
34	Construct Stamped Concrete	4,241	SF	\$	\$
35	Relocate Fire Hydrant per Mesa Water District Std. Detail No. 4	3	EA	\$	\$
36	Relocate Air Vac	1	EA	\$	\$
37	Relocate Telecom Riser	5	EA	\$	\$
38	Relocate Street Light per Plans by SCE	6	EA	\$	\$
39	Relocate Electrical Pull Box Per Plans by SCE	3	EA	\$	\$
40	Remove Street Light per Plans by SCE	1	EA	\$	\$
41	Adjust Water Valve Cover to Finish Grade	25	EA	\$	\$
42	Adjust Water Meter Cover to Finish Grade	1	EA	\$	\$
43	Adjust Water Vault to Finish Grade	1	EA	\$	\$
44	Adjust Storm Drain Manhole to Finish Grade	1	EA	\$	\$

Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
45	Adjust Sewer Manhole to Finish Grade	3	EA	\$	\$
46	Adjust Air/Vac Lateral Valve to Grade	3	EA	\$	\$
47	Adjust Cathodic Protection Test Station to Grade	1	EA	\$	\$
48	Adjust Blow-off Assembly to Grade	2	EA	\$	\$
49	Adjust Blow-off Assembly Valve to Grade	1	EA	\$	\$
50	Adjust Recycled Water Meter Valve to Grade	1	EA	\$	\$
51	Adjust Slurried Backfill Over Existing blow-off Assembly and Valve to Grade	1	EA	\$	\$
52	Traffic Signal Modification (Harbor Blvd & Merrimac Way)	1	LS	\$	\$
53	Traffic Signal Modification (Fairview Rd & Merrimac Way)	1	LS	\$	\$
54	Pedestrian Hybrid Beacon Installation	1	LS	\$	\$
55	Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)	1	LS	\$	\$
56	Imported Topsoil - 12" depth	469	CY	\$	\$
57	Soil Preparation/Fine Grading in Planting Areas	14,190	SF	\$	\$

Bidder's Initials

PROPOSAL BID SCHEDULE (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
58	Soil Amendment	56	CY	\$	\$
59	Wood Mulch	131	CY	\$	\$
60	Deciduous Tree - 24" Box	21	EA	\$	\$
61	5 Gallon Shrubs, Grasses	521	EA	\$	\$
62	1 Gallon Grasses, Groundcovers	2,071	EA	\$	\$
63	Boulders - Size A	13	EA	\$	\$
64	Boulders - Size B	13	EA	\$	\$
65	Root Barrier - UB 24-2	1,047	LF	\$	\$
66	Damaged sod/irrigation replacement (sheet L-3)	1	Allow.	\$ 975	\$ 975
67	Furnish and Install Complete Irrigation System	1	LS	\$	\$
68	Electrical Service Connection to New Controller (SCE)	1	LS	\$	\$
69	Irrigation Water Meter and Service Connection (MWD)	1	LS	\$	\$
70	Landscape/Irrigation Maintenance (90-day)	1	LS	\$	\$
71	Additional Work Items	1	F.A.	\$ 90,000	\$ 90,000

TOTAL BID AMOUNT FIGURES:

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TOTAL BID AMOUNT (Words):

**PROPOSAL BID SCHEDULE
(CONTINUED)**

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate 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 one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder declares that it has read and understands Item 14 & 15 of Information for Bidders (Page B-2 and B-3).

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) _____

_____ (\$ _____)

in figures

Contractor's Lawful Name: _____

Bidder's Name: _____ Bidder's Initials: _____

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Contractor's DIR Registration Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

Telephone Number:(_____) _____ Mobile No.:(_____) _____

Fax Number: (_____) _____ E-mail: _____

24-Hour Emergency Contacts:

Name

Telephone Number: (_____) _____

Name

Mobile No.: (_____) _____

Name

Telephone No.: (_____) _____

Mobile No.: (_____) _____

Telephone No.: (_____) _____

Mobile No.: (_____) _____

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor 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 he 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 misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor 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 Contractor 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 or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

Bidder's Initials

Respectfully Submitted,

Contractor's Business Name

Business Address: Street

City State Zip

Business Phone Number

Name Title

City State Zip

Contractor Title

Signed By Title

Contractor's License No. and Classification Exp. Date

Date

Residence: Street

Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

Corporation

Taxpayer I.D. Number: _____

Name _____

Name _____

Name _____

Can Sign

Must Sign

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? _____

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$_____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20__.

Contractor/ Principal
(Notary Acknowledgement to be attached)

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

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

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20____.
My Commission Expires: _____

Notary Public

Bidder's Initials

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires 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.

Dated: _____

CONTRACTOR

Company Name

PROJECT: MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS, CITY PROJECT
NO. 20-01

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, 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. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.

Bidder's Initials



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

_____ **Bidder/Applicant/Proposer**

SECTION D

GENERAL PROVISIONS

PART 1

SECTION 1 – GENERAL

1-2 GENERAL

[Add the following:].

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications. Copies of the Standard Specifications are available from the publisher:

BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply.

Where referenced in these Specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

The following modifications are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these modifications, these modifications shall have first precedence.

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

- (a) AGENCY The City of Costa Mesa, California, hereinafter referred to as "CITY."
- (b) BOARD The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD."
- (c) CONTRACT DOCUMENTS Documents including but not limited to the following: The proposal form P-1 through P-9b, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement.
- (d) ENGINEER The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER.
- (e) BIDDER Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER.
- (f) LEGAL ADDRESS OF CONTRACTOR The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
- (g) LABORATORY An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract.

1-3 ABBREVIATIONS

- CALTRANS State of California, Department of Transportation, Division of Highways
- O.C.E.M.A. Orange County Environmental Management Agency

L.A.C.F.C.D.

Los Angeles County Flood Control District

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

Proposal shall be made and submitted on proposal forms as provided within Section C of the Contract Documents in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

No person, firm, partnership, corporation, or combination thereof shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, partnership, corporation, or combination thereof who has submitted a sub-proposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a sub-proposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

Proposals with interlineations, alterations, or erasures shall be initialed by the BIDDER'S authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the BIDDER, who shall give his address. Each bid shall have thereon the affidavit of the BIDDER that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the BIDDER has not directly nor indirectly induced or solicited any other BIDDER to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

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 of the Labor Code. 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.

1-6.1.1 Request For Interpretation

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the provisions in the Information For Bidders section of these specifications. The person submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

1-6.1.2 Soil Conditions

The BIDDER shall inspect the soil conditions before submitting a bid. By submitting a bid, the BIDDER acknowledges that he is satisfied with the quality of the work area including but not restricted to the conditions affecting, handling and storage of materials, disposal of excess materials, and the soil conditions.

1-6.1.3 Return Of Bid Security

Any BIDDER may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

1-6.2 Subcontractor Listing

[Add the following:].

The ENGINEER, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Contract Code.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 1-6 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within fourteen (14) days after the mailing of a Notice of Award to the BIDDER that the contract is ready for execution. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

1-7.1.1 Execution of Agreement

The Agreement shall be signed by the successful BIDDER and returned to the CITY within fourteen (14) days after the mailing of the Notice of Award. Failure to comply with insurance and bonding requirements as specified in the Agreement and in Section 1-7.1 of these General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

[Add the following:].

The "Faithful Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the Contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Faithful Performance Bond shall also be kept by the Contractor in full force and effect for at least one (1) year following the filing of the Notice of Completion.

CONTRACTOR shall provide the following:

A certified copy of the certificate of authority of the surety issued by the Insurance Commissioner.

A certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked,

canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

Copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

[Replace in its entirety with the following:].

The Work to be performed consists of, but is not limited to:

Mobilization activities, temporarily traffic control, installation and maintenance of BMP's, saw cutting and removal of existing asphalt pavement and base, subgrade scarification or regrading and proof rolling of existing base, saw cutting and removal of existing PCC improvements, removal of existing landscaping and irrigation, construction of asphalt pavement and base, construction of curb and gutter, construction of ADA complaint sidewalk, curb ramps and passageways, construction of cross gutter and spandrels, construction of driveway approaches, relocation of utilities, adjustment of utilities to grade, relocation of street lighting and electrical pull boxes, modifications to traffic signals, new signing and striping for roadway including bikeway and construction of landscaping and irrigation systems; and all other work as required. The CONTRACTOR shall furnish all materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

2-2 PERMITS

[Add the following:].

All permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the CITY has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

The Contractor shall only use the proper construction equipment to protect the City streets from breaking up and deterioration. Haul trucks shall be limited to a gross vehicle weight of 10 tons or less.

2-5.2 Temporary Utility Services

[Add the following:].

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

2-5.4 Haul Routes

[Add the following:].

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit to the ENGINEER (at the pre-construction meeting) for approval, a proposed route for the hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route only, unless written permission from the ENGINEER is obtained to change the route.

2-7 CHANGES INITATED BY THE AGENCY

2-7.1 GENERAL

[Add the following:].

ENGINEER shall be the duly authorized officer of the CITY who may grant the changes prescribed in this section.

2-8 EXTRA WORK

[Add the following:].

The extra work as defined in this section of the Standard Specifications and any work done by the Contractor beyond the lines and grades shown on the plans shall only be performed when ordered in writing by the ENGINEER. In absence of such written order, any such work by the Contractor shall be considered unauthorized and will not be paid. Work so done may be ordered to be removed at the Contractor's expense.

2-9 CHANGED CONDITIONS

[Add the following:].

The Contractor shall promptly act to supply all information to the ENGINEER for proper evaluation. Failure to do so shall constitute a waiver of any payment for delays suffered

by the Contractor.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

[Replace the 1st sentence with the following:].

No contract or portion thereof may be assigned without written consent of the BOARD.

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER.

All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor.

Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

3-5 INSPECTION

[Add the following:].

If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee established by the ENGINEER to defray the cost for such service.

All work, which has been inspected and deemed defective in its construction or does not meet all of the requirements of the plans and/or specifications by the ENGINEER shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the limits of the lines and grades shown on the plans or established by the ENGINEER or extra work done without written authority will be considered as unauthorized and not be paid.

Upon failure on the part of the Contractor to comply with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

Contractor shall file with the ENGINEER the addresses and telephone numbers where its designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the plans and specifications and other related documents.

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

Contractor will obtain from the ENGINEER, free of charge, copies of plans, general provisions, special provisions and additions to the Standard Specifications that are reasonably necessary for the execution of work.

Contractor shall, at its own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the Contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

3-8.2 Working Drawings

[Add the following:].

3-8.2.1 "As-Builts"

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the ENGINEER. **Final payment will not be made until this requirement is met.** The

cost of preparing the "as-built" mark-ups shall be considered included within the various bid items as depicted within the bid proposal, and not further compensation will be allowed therefore.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The Contractor will perform and be responsible for the accuracy of setting all required survey stakes adequate for the construction of the project.

3-10.3 Line and Grade

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

3-12 WORK SITE MAINTENANCE

3-12.1 General

[Replace 2nd paragraph with the following:].

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with a functional water spray nozzle system at least once each working day to keep paved areas in the Work zone and along all haul routes acceptably clean whenever construction, including restoration, is incomplete.

3-12.2 Air Pollution Control

[Add the following:].

Failure of the Contractor to comply with the ENGINEER'S dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from Contractor's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of Work involved.

3-12.4.1 General

[Add the following:].

All surplus materials shall be removed from the site of the Work within five (5) days after completion of the Work causing the surplus materials.

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the state General Construction Activity Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Project Soil Disturbance is: less than 1 acre (No General Construction Permit is required, therefore no SWPPP required)

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, work area, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

The CONTRACTOR shall complete the NOI within SMARTS <https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>. The CONTRACTOR will notify the CITY when the NOI is ready for the CITY to submit to the State. The CONTRACTOR shall pay all fees associated with the NOI process. The CONTRACTOR shall also complete all required reports within SMARTS as required by the General Permit and the Project's Storm Water Pollution Prevention Plan (SWPPP).

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing.

A copy of the latest permit is available at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

3-12.6.2 Best Management Practices (BMPs)

[Add the following:].

The Contractor shall be responsible for any damage to any portion of the Work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the Work.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:].

If a General Construction Permit is required pursuant to Section 3-12.6.1 of these General Provisions, the following SWPPP requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

The completed SWPPP must be signed by a QSD (Qualified SWPPP Developer). The completed SWPPP must be submitted to the resident engineer for City review and acceptance, prior to uploading to SMARTS. The Contractor will be responsible for

uploading an electronic format of the SWPPP into SMARTS. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

Contractor must have QSP (Qualified SWPPP Practitioner). Contractor shall perform site inspections before and after the storm event, and once each 24-hour period during extended storm event, to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. Sampling of potential pollutant discharges shall be conducted by trained personnel and required laboratory test conducted by laboratory accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.

Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of the Construction Permit requirement, or Contractor's failure to fully implement and monitor SWPPP as required.

Erosion and Sediment Control Plans

Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP that identify adequate controls to prevent erosion and discharge of sediment off-site. Payment for the Erosion and Sediment Control Plans shall be included as part of the SWPPP.

3-12.6.4 Dewatering

[Add the following:].

Unless otherwise directed in these Special Provisions, the Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction

without prior consent of the ENGINEER.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the Contractor and submitted to the appropriate agency for approval at no additional cost to the CITY.

3-13.3 WARRANTY

[Replace 2nd sentence of 1st paragraph with the following:].

The warranty period shall start on the date the Work is accepted by the Board.

SECTION 4 – CONTROL OF MATERIALS

4-4 TESTING

[Add the following:].

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the CITY shall not be incorporated in the work, unless the ENGINEER shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the ENGINEER, the source of supply of each of the materials shall be approved by the ENGINEER before delivery is started and before such material is used in the work.

Unless otherwise provided in the Special Provisions, the CITY will complete and pay for the initial soils, compaction, and material tests. Any subsequent soil, compaction, and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense and deducted from the payment due.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or

based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

The Contractor shall comply with and meet all applicable SCAQMD, OSHA, NPDES and EPA requirements as specified. The Contractor shall be responsible to obtain those necessary manuals and publications.

5-2 SPECIAL NOTICES

[Add the following:].

In addition to the special notices requirement to be served by Personnel Delivery or Certified Mail, special notices may also be served by the utilization of FedEx or UPS express service with a confirmed delivery receipt. Service shall be effective on the date of the receipt of the delivery confirm issued by FedEx or UPS.

5-3 LABOR

5-3.2 Prevailing Wages

[Add the following:].

Contractor shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2 commencing with Section 1770 of the California Labor Code and shall forfeit the sums prescribed therein for noncompliance with those provisions.

5-3.3 Payroll Records

[Add the following:].

In order to verify compliance with the Labor Code, Contractor shall furnish to the ENGINEER, weekly, for the duration of the contract period, copies of his payroll statements showing wages paid to each employee during the preceding week and the employee work classification. Use of Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

Contractor shall also comply with Section 3700 of the California Labor Code which requires every employer to carry workers' compensation insurance or to undertake self-insurance in accordance with the provisions of that code.

5-3.5 Apprentices

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor

under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-4 INSURANCE

[Replace with the following:].

The minimum amounts and types of insurance coverages are as stated in the Agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 5-4 of the Standard Specifications.

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 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the CITY of the Contractor shall contain the following endorsements:

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 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.

5-7 SAFETY

5-7.1 Work Site Safety

5-7.1.1 General

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times. Traffic Control shall also conform with the provisions of the latest Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

5-7.8 Steel Plate Covers

5-7.8.1 General

[Add the following:].

All steel plate covers utilized for the project must be slide resistant. A non-slip coating will be required on the side of the steel plate that that will be utilized for the driving or walking surface.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

[Replace the 1st paragraph with the following:].

The Contractor's proposed Construction Work Schedule shall be submitted to the ENGINEER for approval within ten (10) working days after the date of the BOARD's execution of the Contract Agreement. The Construction Work Schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The Construction Work Schedule shall provide sufficient

detail to delineate the main milestones start and end dates for each activity with chronological relationships of all the activities of Work showing the number of working days required to complete the entire project within the Contract Days. The schedule shall also incorporate the requirements of Section 402-5 of the Standard Specifications to complete the Work within the Contract Days. Prior to issuing the Notice to Proceed, the ENGINEER will schedule a preconstruction meeting with the Contractor to review the proposed Construction Work Schedule, delivery dates, activity milestone dates, arrange utility coordination, discuss construction methods and staging, and clarify inspection procedures.

The Contractor shall submit progress reports to the ENGINEER by the tenth day of each month. The report shall include an updated Construction Work Schedule. All revisions shall be completed within three days after review by the ENGINEER. The Contractor shall submit requests for changes in the schedule to the CITY for approval at least three (3) working days prior to performing any work. Any deviations from the original approved Construction Work Schedule shall be explained and identified in the updated Construction Work Schedule. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the ENGINEER with a 3 week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead schedule shall utilize the main milestones within the approved Baseline Construction Schedule with updates and include sub-activities linked to the milestone tasks.

No construction shall be allowed to take place during the week of Thanksgiving, or during the weeks of Christmas and New Year

[Add the following:].

6-1.3 DAILY REPORT SUBMITTAL

Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

6-3 TIME OF COMPLETION

6-3.1 General

[Replace the 1st Sentence with the following:].

The Contractor shall begin the Work within **ten (10) Working Days** after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The Work shall be completed within **HUNDRED (100) Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

Should it become necessary, due to developed conditions, to occupy any portion of the Work before Contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

[Replace the 1st Paragraph with the following:].

The ENGINEER will make the determination if the Contractor had failed to commence satisfactory corrective action within 5 working days after the receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, and will take action as allowed by the Contract Documents.

6-7.4 RESPONSIBILITIES OF SURETY

[Add the following:].

Within 3 working days of receipt of the written notice of termination for default, the Surety shall provide the services needed to maintain the project in accordance with the Contract Documents. The services shall maintain the existing traffic control in place and the maintenance of the project site until the Engineer's review and acceptance of the Surety's plan for course of action.

6-9 LIQUIDATED DAMAGES

[Replace entire paragraph with the following:].

The amount of liquidated damages shall be \$1250 per calendar day and in accordance with the Contract Agreement provisions.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General

[Replace the 1ST Paragraph with the following:].

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division

of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal. Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the CITY. See Special Provisions for individual Bid Item descriptions.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

7-3.2 Partial and Final Payment

[Replace the 1st Paragraph in its entirety with the following:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The ENGINEER may approve such request when it is compatible with the CITY's payment procedure.

[Replace the 2nd Paragraph in its entirety with the following:].

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Replace the 3rd Paragraph in its entirety with the following:].

The amount retained and deducted by the BOARD shall be 5% of the progress estimates for all progress payments. No reduction in the amount of retention will be allowed. However, after 50% of the work has been completed, if the BOARD finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed. The final payment of the retention amount to the Contractor shall be made thirty-five (35) days after the date of the recording of the Notice of the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the CITY. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

[Add to end of Section the following:].

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7107 of the California Public Contract Code.

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.

The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the ENGINEER for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

The weight or volume from submitted tickets must correspond to the work done in the field; if not, the City shall reject the work without compensation to the Contractor, and/or the Contractor shall be directed to replace that work at no additional costs to the City.

After completion of the Contract, the BOARD shall, upon recommendation of the ENGINEER, accept the Work as completed and authorize the Final Payment.

The Final Payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

No certificate given or payment made under the Contract, except the final certificate or Final Payment, shall be conclusive evidence of full or substantial performance of this Contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

The acceptance of Final Payment by the Contractor shall release the CITY, the BOARD, and the ENGINEER from any and all claims or liabilities on account of work performed by the Contractor under the Contract or any alterations thereof.

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Code.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 7 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 7 days after the retention payment is received by the CONTRACTOR.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. This clause applies to both DBE and non-DBE prime contractors and subcontractors.

City will be strictly monitoring the Contractor for prompt payment to all subcontractors.

[Add the following:].

7-3.2.2 Prompt Pay Monitoring Aand Enforcement Of Progress Payments

The City of Costa Mesa will use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:

1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.

B. If the prime contractor or subcontractor(s) is found to be in default of Federal or

State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:

1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these Specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in these Specifications.

7-3.4 Mobilization

[Replace in its entirety with the following:].

Mobilization shall consist of all preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, and other related documents.

7-3.4.1 Travel Route for Trucking and Equipment

Plans indicating the travel route for the Contractor's equipment movement in and out of the work site must be submitted concurrently with the Haul Route Plan (Section 2-5.4) to the ENGINEER at the pre-construction meeting for approval prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the City. The approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconveniences to the residents and businesses, the contractor shall construct the Project and sequence the work where no two adjacent streets are closed at one time, and/or the nearest parking is no more than 300' from the intersection of the street being closed to traffic. The Contractor shall maintain adjacent streets open for ingress and egress and for parking.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor

[Add the following:].

The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be **23 percent** for regular time and overtime.

7-4.3 Markups

7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

The allowance for overhead and profit to be added to the Contractor's costs shall be as follows:

Labor:	20%
Materials:	15%
Contractor Owned Equipment	15%

Equipment Rental	10%*
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates.

7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of five (5) percent on the subcontracted portion of the extra work may be added by the Contractor.

No markups will be allowed for second tier or higher subcontractors.

[Add the following:].

7-6 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.

SECTION E
SPECIAL PROVISIONS

[Add the following Section:].

100-1 GENERAL

Additions/Modifications to Standard Specifications

The following additions are made to the latest edition of the "Standard Specifications for Public Works Construction", and the General Provisions stated within the "Standard Specifications" of this Project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the latest edition of the Uniform Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire codes, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

If the item of work is identified within the Proposal section of these Specifications, then the following bid item descriptions will provide the corresponding bid item numbering within each corresponding section of the Standard Specifications under the Subsection entitled "Measurement and Payment" or "Payment". All other sections and subsections shall conform to the Standard Specifications unless modified herein.

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Contract Documents. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of

Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor, and all other items related to the work.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in the Standard Specifications, Section 7-1, "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with the Standard Specifications, Section 7-2, "Lump Sum Work."

Payment for all work shall be included in the various bid items. No additional compensation shall be made, therefore. Work associated with each bid item shall include, but not be limited, to the bid descriptions set forth herein.

[Add the following Section:].

100-2 DEMOLITION, REMOVAL, AND DISPOSAL

100-2.1 General

Section Includes:

1. Demolition, removal and disposal of Asphalt Concrete, Base and Subgrade.
2. Demolition, removal and disposal of PCC Improvements

DEFINITIONS

Remove and Dispose: Detach items from existing on-site and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or

removed and reinstalled.

INFORMATIONAL SUBMITTALS

Pre-demolition Photographs or Video: Submit photographs of existing conditions in .jpg format (no more than 1 Mb each) before Work begins.

CLOSEOUT SUBMITTALS

Material Hauling/Trucking and Dump Tickets: Submit all material hauling/trucking and Dump tickets for all materials delivered and removed from the site.

Landfill Records: Submit receipts and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes

FIELD CONDITIONS

Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

Notify ENGINEER of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

If suspected hazardous materials are encountered, do not disturb; immediately notify ENGINEER and Owner. Hazardous materials will be removed by Owner under a separate contract.

Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

Maintain fire-protection facilities in service during selective demolition operations.

Protect existing improvements during all phases of construction. Damaged improvements will be repaired or replaced to satisfaction of Owner.

100-2.2 Products

PERFORMANCE REQUIREMENTS

Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction, including City of Costa Mesa.

Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

100-2.3 Execution

EXAMINATION

Verify that utilities have been disconnected and capped as required before starting selective demolition operations.

Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to ENGINEER.

Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

Contractor will arrange to shut off indicated services/systems with respective utility companies. Provide 14 calendar days notice.

If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

PREPARATION

Site Access and Temporary Controls: Conduct selective demolition and debris- removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

SELECTIVE DEMOLITION, GENERAL

General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management."

Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

DISPOSAL OF DEMOLISHED MATERIALS

General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.

Do not allow demolished materials to accumulate on-site.

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

Comply with requirements specified in Section 017419 "Construction Waste Management."

Burning: Do not burn demolished materials, burning will not be permitted.

Disposal: Transport demolished materials off Owner's property and legally dispose of them.

CLEANING

Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition.

100-1.2 Payment

Payment for **DEMOLITION, REMOVAL, AND DISPOSAL** by the CONTRACTOR shall be included in the bid prices for the various items of work requiring demolition, removal, and disposal, and no further compensation will be allowed.

[Add the following Section:].

100-2 MOBILIZATION AND DEMOBILIZATION

100-2.1 General

Mobilization shall comply with Section 7-3.4 of the General Provisions and the following:

[Add the following:].

BID ITEM No. 1: MOBILIZATION AND DEMOBILIZATION

Mobilization shall consist of obtaining all necessary bonding, insurance and performance of all preparatory work and operations.

Mobilization shall include costs and fees for obtaining construction permits and/or permit riders as may be required by law, and for obtaining bonds, insurance and financing for

the entire project prior to beginning work.

Mobilization shall include compliance with all water quality and air quality laws; maintaining dust control at all times; furnishing all water required for the construction work; protection of utilities, trees, fences, walls, landscaping and other facilities; and the relocations as shown on the plans.

The Contractor is responsible for securing an adequate storage and staging area site for equipment and materials. The Contractor shall confine his operations within the project area. No encroachment into private property will be permitted without the prior written consent of the property owner. Obtaining this consent will be the responsibility and the costs of the Contractor. Material shown on the plans or designated in the Special Provisions which is to be used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced at the option of the ENGINEER by the Contractor at the Contractor's sole expense.

100-2.2 Measurement and Payment

BID ITEM No. 1: MOBILIZATION AND DEMOBILIZATION

Measurement and Payment for “**Mobilization and Demobilization**” shall be included in the **Lump Sum (LS) Price** basis. It shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the CITY; and complying with the requirements specified in those licenses and permits; coordination, field office facility, all required submittals specified within these Specifications, Bonds, Insurance, staging/storage area and incidentals necessary to perform all related items of work in accordance with the Specifications. Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall include the cost of such mobilization/demobilization and administration during the entire Contract period. No additional compensation will be allowed.

PART 6 - TEMPORARY TRAFFIC CONTROL

BID ITEM NO. 2: TEMPORARY TRAFFIC CONTROL

600-1 GENERAL

[Add the following:].

Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

Any deviation from these requirements is not permitted; all the Contractor's operations will be immediately stopped if any of these requirements is violated. No further payments will be made to the Contractor until problems are resolved according to the City's requirements.

600-2 VEHICULAR ACCESS

[Add the following:].

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

The Contractor shall use temporary asphalt surfacing at his own expense as required to maintain traffic in a safe and nondisruptive manner. The Contractor shall construct temporary AC ramps to provide safe and drivable access to residents and businesses. Transitional and temporary asphalt concrete shall be removed prior to placement of new AC pavement.

600-2.1 Bike Access

Bikeway facilities shall be provided through construction area within the right-of-way at all times. Bikeways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities. The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to cyclists. Provisions to reroute cyclists around the work area must be

clearly delineated and maintained.

600-3 PEDESTRIAN ACCESS

[Add the following:].

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

Contractor shall provide emergency access for the fire trucks and other emergency vehicles at all times and notify the Police and Fire Departments in writing two (2) working days prior to construction.

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

Any location considered not accessible by pedestrians or motorists as determined by the ENGINEER will be resolved at the direction of the ENGINEER. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action

Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the ENGINEER. Pedestrian access facilities shall be provided through construction area within the right-of-way at all times. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL

[Add the following:].

Traffic control shall also conform with the provision of the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc, within the City

Right-of-Way and pursuant to the Caltrans Standard Plans and Specifications within the Caltrans Right-of Way, and the Plans and Specifications.

The Contractor shall perform all work for this Project Monday through Friday, except City observed holidays, and shall be allowed to work from 7:00 a.m. to 3:30 p.m. on residential streets, and from 7:00 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference).

Special Conditions to Traffic Control And Limitations To Working Hours

Lane closures shall be allowed only Monday through Friday **from 7:30 a.m. to 3:30 p.m. on residential streets, from 8:30 a.m. to 3:30 p.m. on arterial and collector streets**, except CITY observed holidays unless noted otherwise. At 7:00 a.m., the Contractor may start work by setting up the traffic control but may not shut down a street to traffic and begin operations until 7:30 a.m., unless otherwise shown on the Temporary Traffic Control Plans. Minor deviations from the requirements concerning hours of work, which do not change the cost of the work, may be permitted by the ENGINEER upon the written request of the Contractor provided that traffic will be better served and the work expedited. The Contractor shall obtain prior written approvals from the ENGINEER before adopting such deviations. Non-lane closure work may occur between the hours of 7AM and 4PM.

No lane closures will be allowed from the Friday before Thanksgiving to the Monday after New Year's Day unless authorized by the ENGINEER. Designated City holidays are: January 1, New Year's Day; Martin Luther King's birthday, third Monday in February, Washington's birthday; last Monday in May, Memorial Day observance; July 4, Independence Day; first Monday in September, Labor Day; November 11, Veteran's Day observance; fourth Thursday in November, Thanksgiving; the Friday immediately following Thanksgiving; and December 25, Christmas Day. In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed. No work shall be scheduled between Thanksgiving and New Year's, unless authorized by the ENGINEER.

No work shall be performed on any streets after 3:30 p.m. on Friday, until Monday morning. The only exception to this would be to work on weekends to provide access to businesses as otherwise noted herein or as approved by the ENGINEER.

The Contractor shall be allowed to close one lane only of traffic adjacent to construction site for construction on multi-lane streets during work hours. All remaining lanes shall be kept open for traffic circulation. The Contractor may close the work area to traffic on two-

lane streets but must continue to provide two-way traffic at all times.

When traffic is transferred to pavement surfaces with the different elevations over 3/8-inch, it requires transitions of 10 feet per 1-inch, or fraction thereof, in the direction of travel, and a 3-foot transition perpendicular to the direction of travel.

The Contractor shall provide the travel route for the Contractor's equipment movement in and out of the work site as part of the Haul Route Plan submittal per Section 2-5.4 of the General Provision. The travel route plans which meet the City's requirements will be approved and returned to the Contractor, otherwise, further revisions are required until they are acceptable to the City. The Contractor shall submit one travel plan for each phase to the ENGINEER for Approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TTCP)

[Add the following:].

The Contractor shall prepare a Temporary Traffic Control Plan (TTCP) in accordance with the Plans, the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones (latest edition) within Caltrans Right-of-Way, these Special Provisions and the standards contained in the Work Area Traffic Control Handbook (WATCH) within City Right-of-Way, published by Building News, Inc. (latest edition). The TTCP shall be prepared by a licensed Civil Engineer or Traffic Engineer, licensed in the state of California, and submitted for review and approval by the City prior to implementation.

NOTE: Contractor to be aware of the following restrictions to any and all work being performed within the City of Costa Mesa when developing the TTCP, unless otherwise directed by the ENGINEER:

- a. Any work within a two (2) block radius of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with ENGINEER, prior to commencing of proposed improvements.
- b. Contractor is not allowed to perform any work adjacent to the Orange County Fair Grounds from Friday prior to the start of the Orange County Fair to the Monday after the Fair ends. During this time, Contractor shall coordinate with the ENGINEER locations of the streets, as specified in the City's Orange County Fair Moratorium Map, prior to commencing of proposed improvements.

- c. The Contractor shall not be allowed to perform any work from the Monday before Thanksgiving to the Monday after New Year's Day on Arterial streets, and during the week of any Holiday (Sunday through Saturday) on Residential streets. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.
- d. During elections, no work will be allowed within six hundred feet (600') from polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.
- e. Prior to commencement of any work within City limits, the contractor shall coordinate with the ENGINEER so that the work performed will not interfere with any special events occurring in the City throughout the year.
- f. Any night or weekend work shall be approved by the City a minimum of five (5) working days prior to the scheduled construction of the streets affected.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.4 Operations and Maintenance

[Add the following:].

The Contractor shall keep the areas adjacent to the Project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.

The City will only provide inspection during the designated construction hours Monday through Friday and as approved by the ENGINEER for Saturday and Sunday work in accordance with the work hours defined herein. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.

The Contractor shall protect and preserve all the existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the CITY if damaged by the Contractor.

Prior to the start of each workday, the Contractor shall perform all necessary work

incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

601-3.5 Signs and Signage

601-3.5.1 General

[Add the following:].

The Contractor shall use illuminated or reflective warning/construction signs at both ends of construction area, and at appropriate locations or as directed by the ENGINEER for the entire project. Solar powered flashing arrow boards will be required for all lane closures and may be required for other traffic control. In addition to other delineation, the Contractor shall be responsible for the project safety on a 24-hour basis. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the ENGINEER.

In order to minimize interruption to the construction and the inconvenience to the motorists, the Contractor must post traffic control signs at all applicable approaches to forewarn traffic. All signs must be visible and readable to the traffic from a minimum distance of 75 feet.

The Contractor shall install C-18 ROAD CONSTRUCTION AHEAD, C-17 with APPROPRIATE SPEED LIMIT, and C-13 END CONSTRUCTION signage and as required pursuant to the Plans and Specifications.

The Contractor shall furnish, install, post and maintain in place "No Parking - Tow Away" signs of a minimum height of forty-two (42) inches (from ground finish surface to top of sign) on temporary traffic control devices (even if streets have posted "No Parking" signs), which shall be posted at least 72 hours prior to commencement of roadwork. On the sign, Contractor shall print the hours, day(s) and date of closure in two-inch-high letters and numbers. A sample of the completed sign shall be approved by the ENGINEER five (5) working days prior to posting. The signs shall be spaced at a maximum of 50 feet from the street intersection and/or from each adjacent sign and at 200 feet spacing within each alley. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs with all requirements as specified at least 48 hours prior to weekend or holiday begins.

When directed by the ENGINEER, the Contractor shall provide flagmen to direct the traffic, at no additional contract cost to the CITY.

All working areas utilized by the Contractor to perform work during the hours of darkness shall be lighted to conform to the minimum illumination intensities established by the California Division of Occupational Safety and Health Construction Safety Orders. Lighting fixtures shall be mounted and directed to prevent glare to approaching traffic.

Coordination of Traffic Control with Residents, Utilities, and other Agencies

The Contractor shall complete the following coordination efforts with residents, affected utilities, and other agencies as part of the Temporary Traffic Control work:

a. Scheduling

The Contractor shall submit the Construction Work Schedule to the CITY for review and acceptance pursuant to Section 6-1.1 of the General Provisions. This schedule shall provide affected residents and businesses ample "on-street" parking within an 800-foot distance from their residence and/or businesses'. Requests for changes in the schedule shall be submitted by the Contractor to the CITY for approval at least three (3) working days prior to the scheduled construction of the streets affected.

b. Notification

Two (2) weeks prior to construction, the Contractor shall be responsible for all notification to the residents and the businesses, and provide project status updates to affected residences and businesses informing them of the pending Project and Scope of Work. The Contractor shall submit a resident notification letter to the CITY for approval at least five (5) working days prior to delivery. The Contractor shall hand deliver copies of the approved notification letter and a newsletter (copies provided by the CITY) to the affected residences and businesses prior to the scheduled construction of the streets (See mobilization for date notice is to be delivered.) This letter shall state the date and time of restricted travel on the affected streets. Failure to meet the approved schedule requires that the Contractor immediately notify residents of the cancellation for that day's work and reschedule construction of the affected area at a later date, at no cost to the CITY. Notification of rescheduled work shall follow this same procedure.

Notify the ENGINEER five (5) working days before commencing the concrete work as stated in "a" above.

Notify the trash pick-up company "Costa Mesa Disposal" and all other trash haulers licensed to do business within the city of Costa Mesa of the schedule of work and the

limitation of access. Coordinate with trash haulers and residents to ensure that regularly scheduled trash collection will occur. Contact Public Services Department at (714) 754-5307 for addresses of Costa Mesa Disposal and other trash haulers; also notify U.S. Postal Service and all other affected utilities (Edison, sewer, water, gas, telephone, etc.).

Coordinate with Orange County Transportation Authority to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work, which will affect any of their facilities.

601-3.6.4 Barricades

[Add the following:].

Type I, II, and III barricades shall be used at all approaches, per standards and as directed by the ENGINEER. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS

The Contractor shall provide temporary delineation as depicted in the TCP and as directed and approved by the ENGINEER. Temporary delineation shall include wet nozzle sandblasting of conflicting markings, installation and removal of temporary centerlines or lane lines, detour signing, barricading, replacement of traffic lines, and markings in their proper locations upon termination of the detour phase.

Provide temporary travel lane delineation, as required, at all times. Temporary flexible reflective stick on markers (slurry markers) may be applied.

Any locations yielding a situation that is not considered driveable by the ENGINEER shall be resolved by the Contractor at the direction of the ENGINEER. The Contractor shall not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action.

Provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line, which is obliterated by construction for a distance longer than 65 feet.

601-4.3 Removal

[Replace with the following:].

Removal shall conform with Section 314-2 of these Special Provisions.

The Contractor shall provide the first coat of permanent traffic restriping in accordance with Section 314 of these Special Provisions.

601-4.4 Measurement

601-4.5 Payment

[Replace both with the following:].

601-4 4 Measurement and Payment

Measurement and Payment for Temporary Traffic Striping and Pavement Markers shall be in accordance with Section 314-2 of the Special Provisions.

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES

601-5.2 Lanes Widths

[Add the following:].

The minimum lane width shall be 10 feet. There shall be a minimum of 5 foot clearance from open excavations deeper than 4-inches, and 24-inches clearance from other obstructions and any excavations less than 4-inches unless authorized by the ENGINEER. The clearance requirements from open excavations may be reduced if k-railing (if the contractor so chooses) with crash cushions are utilized; the specification and layout of the K-rails with crash cushions shall conform to Caltrans' standards and shall be approved by the ENGINEER; all costs for K-rails and crash cushions shall be borne by the Contractor.

[Add the following Subsection:].

602 MEASUREMENT AND PAYMENT

BID ITEM No. 2: TEMPORARY TRAFFIC CONTROL

Measurement and Payment for "**Temporary Traffic Control**" shall be at the contract price bid per **Lump Sum (LS)** and shall be considered full compensation for providing the Temporary TCP, coordination, notifications, signage, and all labor, materials, equipment, and other related work as required to implement the TCP as shown on the Plans, in accordance with all applicable sections of these Special Provisions, Standard Specifications, Caltrans Standard Specifications and Plans, and Caltrans Permit conditions, and no additional compensation will be allowed. The progress payment for Temporary Traffic Control shall be based on the completion percentage of the entire Project as determined by the ENGINEER.

3-12 WORK SITE MAINTENANCE

BID ITEM No. 3: BMP's

3-12.6.5 Payment

[Replace with the following:].

3-12.6.5 Measurement and Payment

Measurement and Payment for “**BMP's**” shall be at the contract price bid per **Lump Sum (LS)** and shall be considered full compensation for installing and maintaining all required BMP's, and all labor, materials, equipment, and other related work as required to comply with Section 3-12.6 Water Pollution Control of the General Provisions, and no additional compensation will be allowed. The progress payment for BMP's shall be based on the completion percentage of the entire Project as determined by the ENGINEER.

SECTION 300 – EARTHWORK (See Part 8 – Landscaping and Irrigation for earthwork and Clearing and Grubbing requirements associated with Landscaping and Irrigation)

300 – 1 CLEARING AND GRUBBING

300-1.1 General

[Add the following:].

The trees to be removed as part of the Project shall be as shown on the Plans.

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

Bird Surveys

If construction occurs between February 15th and August 31st, the Contractor shall be responsible for all of the following:

- A pre-construction survey shall be conducted prior to construction activities to determine the presence or absence of active breeding migratory bird nests within

or adjacent to the project site. A qualified biologist shall conduct the survey.

- If an active nest is found, the bird shall be identified to species and the approximate distance from the closest work site to the nest estimated. No additional measures need be implemented if active nests are more than the following distances from the nearest work site: (a) 500 feet for raptors; or (b) 250 feet for other non-special-status bird species.
- If active nests are closer than those distances to the nearest work site and there is the potential for destruction of a nest or substantial disturbance to nesting birds due to construction activities, nests shall be avoided by placing a 250 ft. (500 ft. for raptors) non-disturbance buffer around the nest tree. The buffer shall be fenced with orange construction fencing prior to initiation of grading or vegetation removal. The non-disturbance buffer zone shall remain in place until it has been determined by a qualified biologist that the young have fledged and are flying well enough to avoid the project construction zone, typically by August 31st.
- A qualified biologist shall periodically monitor any confirmed nest sites (with non-disturbance buffers) during construction to determine if grading activities occurring outside the buffer zone disturb the birds and if the buffer zone should be increased to prevent nest abandonment. The nest trees shall be monitored until all nests have been abandoned (for non-project related reasons) or the young have fledged.

If no nesting birds are found on-site during this time period, construction activities may continue as planned.

300-1.3 Measurement

300-1.4 Payment

[Replace with the following:].

300-1.4 Measurement and Payment

BID ITEM NO. 4: REMOVE AND DISPOSE OF EXISTING TREES AND ROOTS (F)

Measurement and Payment for “**Remove and Dispose of Existing Tree and Roots (F)**” shall be per the unit price bid per **EACH (EA)** as shown on the bid schedule and shall include excavation, removal, and disposal of existing trees and roots, and hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F)**. Payment shall be considered full compensation for furnishing all labor,

materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

All other clearing, grubbing or tree trimming associated with the Project shall be included in the lump sum or unit prices shown in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing and demolition as shown on the Plans and as specified and as directed by the ENGINEER, including the removal and disposal of all the resulting materials.

BID ITEM No. 5: BIRD SURVEYS

Measurement and Payment for “**Bird Surveys**” shall be at the contract price bid per **Lump Sum (LS)** and shall be considered full compensation for retaining a certified and qualified biologist to perform the bird surveys including the monitoring, and all labor, materials, equipment, and other related work as required to comply with the State requirements and these Special Provisions and no additional compensation will be allowed.

SECTION 401 - REMOVAL

The following bid items shall conform to Sections 300-1 (Clearing and Grubbing), 300-2 (Unclassified Excavation), and 401 (Removal) of the Standard Specifications, unless otherwise added/modified/replaced herein.

BID ITEM No. 6: SAWCUT, REMOVE, AND DISPOSE OF EXISTING AB AND AC SURFACING (F)

[Add the following:].

Work shall consist of the removal of the existing pavement and base material, including asphalt concrete, aggregate base, Portland cement concrete (reinforced or not); cement/lime treated material; slurry backfill; or other materials which may be encountered within the proposed structural sections.

All existing pavement joining new construction shall be sawcut in a straight line as detailed on the plans.

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in the Standard Specifications at Contractor's expense. The use of stompers will not be allowed for any work on this project.

It is the Contractor's responsibility to do whatever subsurface exploration required to submit a complete bid covering the cost of removal to the grades required.

All removed material, unless otherwise noted, becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

BID ITEM NO. 7: REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER (F)

[Add the following:].

Removal of existing curb and gutter shall include sawcut and removal of concrete and base material as necessary and per these special provisions.

BID ITEM NO. 8: REMOVE AND DISPOSE OF EXISTING MEDIAN CURB (F)

[Add the following:].

Removal of existing median shall include sawcut and removal of concrete and base material as necessary and per these special provisions.

BID ITEM NO. 9: REMOVE AND DISPOSE OF EXISTING CROSS-GUTTER AND SPANDREL (F)

[Add the following:].

Removal of cross gutter and spandrel shall include sawcut and removal of concrete and base material as necessary and per these special provisions.

BID ITEM NO. 10: REMOVE AND DISPOSE OF EXISTING SIDEWALK (F)

[Add the following:].

Removal of existing concrete Sidewalk shall include sawcut and removal of concrete, base material and subgrade, including existing curb ramps, as necessary and per these special provisions.

Concrete sidewalk to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. Steel plate ramps will not be allowed unless specifically approved by the ENGINEER.

Portland Cement Concrete Removal shall include removal of any existing PCC walkway in the immediate vicinity of the planned work necessary to allow for the installation of standard sidewalk. This shall include removal of any additional walkway needed to join

existing walkway and new sidewalk at a maximum slope of five percent (5%).

All PCC (concrete) pavement removals shall be machine saw cut. Pavement saw-cut shall be made so that removal is to the saw-cut line at score line or joint without additional cracking or breakage beyond the saw-cut line.

BID ITEM No. 11: REMOVE AND DISPOSE OF EXISTING LANDSCAPING, DIRT AND OTHER MATERIALS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS (F)

[Add the following:].

Includes removal of existing landscaping, 12" of top soil for replacement per landscaping plans, misc. concrete, asphalt concrete and other materials within existing landscaped median areas, necessary to construct proposed improvements. **This shall include existing backflow preventers, controllers and any irrigation assembly/equipment being replaced or removed under the proposed improvements.** Excluded is removal of existing median curb, which is a separate bid item (Bid Item No. 8).

The existing dirt, concrete, and misc. material should be removed and treated for replacement or removed and replaced with suitable topsoil or base and pavers per details on landscaping plans. New amended topsoil to be used as planter material per landscape plans.

BID ITEM No. 12: SAWCUT AND JOIN EXISTING PAVEMENT TO NEW PAVEMENT (F)

[Add the following:].

Work shall consist of sawcut and the removal of the existing pavement and base material in order to construct adjacent cross gutter improvements per detail on the plans. Includes 2' wide mill and overlay to tie in existing pavement per detail on the plans. 2' wide full depth pavement is included under a separate Bid Item (Bid Item Nos. 17 and 19)

Existing pavement removal includes removal of asphalt concrete, aggregate base, Portland cement concrete (reinforced or not); cement/lime treated material; slurry backfill; or other materials which may be encountered within the proposed structural sections.

Refer to Bid Item No. 19 for base material preparation.

All existing pavement joining new construction shall be sawcut in a straight line as detailed on the plans.

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in the Standard Specifications at Contractor's expense. The use of stompers will not be allowed for any work on this project.

It is the Contractor's responsibility to do whatever subsurface exploration required to submit a complete bid covering the cost of removal to the grades required.

All removed material, unless otherwise noted, becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

BID ITEM NO. 13: REMOVE AND DISPOSE OF EXISTING ROADWAY (F)

[Add the following:].

Work shall consist of the removal of the existing pavement and base material to the required depth, including asphalt concrete, aggregate base, Portland cement concrete (reinforced or not); cement/lime treated material; slurry backfill; or other materials which may be encountered within the proposed structural sections.

Refer to Bid Item No. 14 for base material preparation.

All existing pavement joining new construction shall be sawcut in a straight line as detailed on the plans.

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in the Standard Specifications at Contractor's expense. The use of stompers will not be allowed for any work on this project.

It is the Contractor's responsibility to do whatever subsurface exploration required to submit a complete bid covering the cost of removal to the grades required.

All removed material, unless otherwise noted, becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

BID ITEM NO. 14: RE-GRADE AND PROOF ROLL EXPOSED AGGREGATE BASE AFTER EXCAVATION IS COMPLETE

[Add the following:].

Regrade and proof roll exposed aggregate base in areas where existing roadway has been removed prior to construction of new asphalt concrete pavement (Refer to Bid Item Nos. 11 and 13 for removal of asphalt concrete and Bid Item Nos. 16, 17, and 18 for asphalt construction).

If, in the opinion of the ENGINEER, the existing materials of areas beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the ENGINEER. A combination of stabilization fabric, aggregate base and/or asphalt concrete shall be used to replace materials over-excavated as directed by the ENGINEER.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

401-6 MEASUREMENT

401-7 PAYMENT

[Replace with the following:].

401-6 MEASUREMENT AND PAYMENT

BID ITEM No. 6: **SAWCUT, REMOVE, AND DISPOSE OF EXISTING AB AND AC SURFACING (F)**

Measurement and Payment for “**Sawcut, Remove, and Dispose of Existing AB and AC Surfacing (F)**” shall be per the unit price bid per **Cubic Yard (CY)** as shown on the bid schedule and shall include sawcut, excavation, removal, disposal of existing improvements, and hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F)**. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed. Contractor shall not be entitled to any additional compensation for excavation, hauling and disposal of any PCC pavement, hard rock or caliches.

BID ITEM No. 7: **REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER (F)**

Measurement and Payment for “**Remove and Dispose of Existing Curb and Gutter (F)**” shall be per the unit price bid per **Linear Foot (LF)** as shown on the bid schedule and shall include sawcut, excavation, removal, disposal of existing improvements, and

hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F).** Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

BID ITEM NO. 8: REMOVE AND DISPOSE OF EXISTING MEDIAN CURB (F)

Measurement and Payment for “**Remove and Dispose of Existing Median Curb (F)**” shall be per the unit price bid per **Linear Foot (LF)** as shown on the bid schedule and shall include sawcut, excavation, removal, disposal of existing improvements, and hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F).** Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

BID ITEM NO. 9: REMOVE AND DISPOSE OF EXISTING CROSS-GUTTER AND SPANDREL (F)

Measurement and Payment for “**Remove and Dispose of Existing Cross-Gutter and Spandrel (F)**” shall be per the unit price bid per **Square Foot (SF)** as shown on the bid schedule and shall include sawcut, excavation, removal, disposal of existing improvements, and hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F).** Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

BID ITEM NO. 10: REMOVE AND DISPOSE OF EXISTING SIDEWALK (F)

Measurement and Payment for “**Remove and Dispose of Existing Sidewalk (F)**” shall be per the unit price bid per **Square Foot (SF)** as shown on the bid schedule and shall include sawcut, excavation, removal, disposal of existing improvements, and hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F).** Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

BID ITEM NO. 11: REMOVE AND DISPOSE OF EXISTING LANDSCAPING, DIRT AND OTHER MATERIALS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS (F)

Measurement and Payment for “**Remove and Dispose of Existing Landscaping, Dirt, and Other Materials Necessary to Construct Proposed Improvements (F)**” shall be per the unit price bid per **Square Foot (SF)** as shown on the bid schedule and shall include sawcut, excavation, removal, disposal of existing improvements, and hauling excess material to an approved off-site disposal facility. **This item is a final**

pay quantity (F). Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

BID ITEM No. 12: SAWCUT AND JOIN EXISTING PAVEMENT TO NEW PAVEMENT (F)

Measurement and Payment for “**Sawcut and Join Existing Pavement to New Pavement (F)**” shall be per the unit price bid per **Linear Foot (LF)** as shown on the bid schedule and shall include sawcut, excavation, removal, disposal of existing improvements, and hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F).** Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed. Contractor shall not be entitled to any additional compensation for excavation, hauling and disposal of any PCC pavement, hard rock or caliches.

BID ITEM No. 13: REMOVE AND DISPOSE OF EXISTING ROADWAY (F)

Measurement and Payment for “**Remove and Dispose of Existing Roadway (F)**” shall be per the unit price bid per **Cubic Yard (CY)** as shown on the bid schedule and shall include sawcut, excavation, removal, and disposal of existing improvements, and hauling excess material to an approved off-site disposal facility. **This item is a final pay quantity (F).** Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed. Contractor shall not be entitled to any additional compensation for excavation, hauling and disposal of any PCC pavement, hard rock or caliches.

BID ITEM No. 14: RE-GRADE AND PROOF ROLL EXPOSED AGGREGATE BASE AFTER EXCAVATION IS COMPLETE

Measurement and Payment for “**Re-Grade and Proof Roll Exposed Aggregate Base After Excavation is Complete**” shall be per the unit price bid per **Square Foot (SF)** as shown on the bid schedule and shall include re-grading and compaction of existing AB, and preparation of the subgrade work at the center median, median islands landscape, and hardscape improvements as shown on the plans and as specified within these specifications. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

404 – COLD MILLING

The following bid item shall conform to Section 404 – Cold Milling of the Standard Specifications, unless otherwise added/modified/replaced herein.

BID ITEM NO. 15: COLD MILL AC (3" MIN DEPTH)

404-1 GENERAL

[Add the following:].

Cold milling of existing asphalt is required to remove damaged pavement and to permit new asphalt pavements to adhere to the existing surface and shall be performed per Plans and in accordance with Section 404, "Cold Milling" of the Standard Specifications, and as modified herein.

The existing asphalt concrete pavement shall be cold milled from the finished surface to a depth of 3 inches from edge of gutter to edge of gutter. The final depth, width, length and shape of the cut shall be 3" below the lip of gutter as indicated on the Plans. The final cut shall result in a uniform surface conforming to the typical cross section(s) except as otherwise directed by the ENGINEER. Except as otherwise called for on the Plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the ENGINEER. Areas determined by the ENGINEER to be excessively coarse following the milling operation shall receive additional milling.

Equipment shall mill without tearing or gouging the underlying surface, shall be adjustable as to crown and depth, and shall be capable of cutting sharp straight longitudinal edge joints in the pavement. The surface tolerance shall be 3/8 inch lateral (except in crown areas) and 3/16 inch longitudinally as measured along a 10 foot straight edge.

Cold milling required within areas that have manhole, water valve and utility vaults may require the use of milling equipment that allows tight turning radius's in order for the Contractor to mill the required depth.

Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

The cold milled material shall be the responsibility of the Contractor to remove and dispose of from the Project limits in accordance with all laws and regulations.

404-1.1 Crack Sealing

Upon completion of the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks equal to or greater than ¼" wide and equal to or greater than 1" deep as follows:

Clean entire crack to a depth of up to 1" using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcoc as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the manufacturer's specifications. The crack sealant placed shall be slightly below the cold milled pavement surface to avoid over-application and wicking through the new AC surface during compaction of the AC Base and Surface Course lifts. Deep cracks greater than 1" should be filled with sand and covered with a thin layer of sealant.

The sealant product shall conform to the following specifications:

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes greater than 4" in diameter that exceed the cold mill depth specified shall be cleaned of loose materials, filled with Asphalt Concrete Type III-B2-PG-64-10 (¾" sieve size), and compacted to a smooth even surface with the adjacent existing milled pavement prior to placement of the AC Base or Leveling Course.

404-1.2 Existing Facilities

Survey Monuments

Surveyor's street and property line monuments, not scheduled for removal shall be protected in accordance with the Standard Specifications and these Special Provisions.

Utilities

The CITY has made every reasonable effort to locate and mark on the Plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so, therefore, Contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting

drum and/or carbide tipped cutting teeth.

The Contractor shall protect all existing facilities during the milling operations and shall repair or replace any damaged facilities to its original condition. The existing facilities shall include but not be limited to:

1. Concrete curbs, gutters, driveways and sidewalks,
2. Roadside signs and guard rails,
3. Trees and shrubs adjacent to the work area,
4. Utility lines, vaults, manholes, clean-outs, valves, drains, and
5. Traffic detector loops

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in the Standard Specifications at Contractor's expense. The use of stompers will not be allowed for any work on this project.

It is the Contractor's responsibility to do whatever subsurface exploration required to submit a complete bid covering the cost of removal to the grades required.

Curb and Gutter

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense.

404-8 DISPOSAL OF MILLINGS

[Add the following:].

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

404-10 PAVEMENT TRANSITIONS

[Add the following:].

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements. Additionally, temporary asphalt concrete shall be placed

at all cross-street transition sections, driveways, as required for grade change conformance tapers.

Temporary asphalt transitions shall be constructed and maintained at all transverse cold mill cuts where the traffic speed crossing those cuts is 35 miles per hour or greater. All temporary asphalt transitions shall be removed immediately prior to overlay paving.

404-11 MEASUREMENT

404-11 PAYMENT

[Replace with the following:].

404-11 MEASUREMENT AND PAYMENT

BID ITEM No. 15: COLD MILL (3" MIN DEPTH)

Measurement and Payment for "**Cold Mill (3" Min Depth)**" of the asphalt concrete pavement shall per the unit price bid per **Square Yard (SY)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; doing all work involved in cold milling the existing asphalt concrete surfacing, hauling and disposing of the material; conforming to existing grades and transitions, furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, crack sealing, as specified in these Special Provisions and as shown on the Plans, and as directed by the ENGINEER, and no additional compensation shall be allowed.

302-5 ASPHALT CONCRETE PAVEMENT

The following bid Items shall conform to Construction Materials Sections 203-6 (Asphalt Concrete) and 203-11 (Asphalt Rubberized Hot Mix (ARHM)), of the Standard Specifications, unless otherwise added/modified/replaced herein.

BID ITEM No. 16: CONSTRUCT 3" AC PAVEMENT

[Add the following:].

The structural section for the 3" AC Pavement Section shall be:

- 2" Surface Course ARHM-GG-C-PG 64-16 (1/2" sieve size)
- 1" Thick Leveling Course Type III D PG 64-10 (3/8" sieve size).

**BID ITEM No. 17: 4" ASPHALT CONCRETE (CONSTRUCT 4" AC/14" AB OVER 95% (MIN.)
RELATIVE SUBGRADE COMPACTION)**

[Add the following:].

The structural section for the 4" AC Pavement Section shall be:

- 2" Surface Course ARHM-GG-C-PG 64-16 (1/2" sieve size)
- 2" Thick Base Course Type III -B2 PG 64-10 (3/4" sieve size).

BID ITEM No. 18: CONSTRUCT 7" AC PAVEMENT

[Add the following:].

The structural section for the 7" AC Pavement Section shall be:

- 2" Surface Course ARHM-GG-C-PG 64-16 (1/2" sieve size)
- 5" Thick Base Course Type III -B2 PG 64-10 (3/4" sieve size).

The Contractor shall provide a tonnage breakdown for each type of AC within each bid item as part of the AC submittals.

[Add the following within each Subsection:].

302-5.1 General

2" Thick AC Base Course

Asphalt concrete for base course layers 2" thick shall be Type III -B2 PG 64-10 (3/4" sieve size).

1" Thick AC Level Course

Asphalt concrete for leveling course layers generally less than 2" thick shall be Type III D PG 64-10 (3/8" sieve size).

The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall sawcut existing pavement to provide straight neat lines and transition last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

Finished surface of the new pavement at the edge of gutter shall be flush with the edge of the gutter if there is a bike lane or at curb ramps (ADA path of travel), and shall be 3/8" higher than the edge of the gutter for all other conditions.

The Contractor shall be responsible for maintaining the location of and access to all waterline gate valves during construction. Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by the use of airblow, water, by hand broom and dust sucker. The surface shall be free of water, dust, or foreign material before tack coat is applied.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work.

At least 24 hours of "cool off" time shall occur between A.C. lifts.

302-5 ASPHALT CONCRETE PAVEMENT

[Add the following within each Subsection:].

302-5.2 Not Used

[Replace with the following:].

302-5.2 Asphalt Removal and Replacement

The joint between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

All excavated material shall be hauled and disposed of by the Contractor in accordance with these Special Provision and Standard Specifications.

If, in the opinion of the ENGINEER, the existing materials of areas beneath the regular

excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the ENGINEER. A combination of stabilization fabric, aggregate base and/or asphalt concrete shall be used to replace materials over-excavated as directed by the ENGINEER.

302-5.4 Tack Coat

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces. Tack coat shall be per Section 302-5.4 of the Standard Specifications. Tack coat shall be Grade SS- 1H.

302-5.9 Measurement and Payment

[Replace the first paragraph with the following:].

AC Base Course and Leveling Course shall be measure by the TON

[Add the following:].

See Section 302-9.9 for bid item payments

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General

[Add the following:].

- The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2" sieve size) and at least 2" thick.

Finished surface of the new pavement shall be flush with the edge of the gutter for entire project area.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

The Contractor is not allowed to drive his/her fully loaded trucks on the new ARHM mat.

Contractor shall protect and preserve the entire existing pavement outside construction

limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise specified herein, there are no special equipment requirements to perform the work and the contractor shall comply with all equipment specifications of the Standard Specifications.

302-9.2 Tack Coat

[Add the following:].

Prior to placing the ARHM surface course, all receiving surfaces shall be cleaned by blowing air, water and/or broom. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces. Tack coat shall be per Section 302-5.4 of the Standard Specifications. Tack coat shall be Grade SS- 1H.

302-9.3 Distribution and Spreading

[Add the following:].

At least 24 hours of "cool off" time shall occur between A.C. lifts.

All temporary striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

302-9.6 Manholes (and Other Structures)

[Add the following:].

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work and comply with these Special Provisions.

The Contractor is directed to Section 403 of the Standard Specifications and these Special Provisions with respect to raising, adjusting or reconstructing utilities to grade.

302-5.6 Rolling

302-5.6.1 General

[Add the following:].

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the ENGINEER at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

e) Pneumatic rollers **shall not be used** without prior approval of the ENGINEER.

302-9.5 Joints

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

302-9.8 Measurement

[Replace the first Sentence with the following:].

ARHM shall be measured by the TON

302-9.9 Payment

[Replace the first paragraph with the following:].

BID ITEM No. 16: CONSTRUCT 3" AC PAVEMENT

Payment for "**Construct 3" AC Pavement**" shall be made at the unit price bid per **Tonnage (TON)**, based upon certified weigh master tickets for each AC type. The unit price bid shall include surface preparation, AC Type Specified herein, tack coat, temporary AC tapers, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed.

**BID ITEM No.17: 4" ASPHALT CONCRETE (CONSTRUCT 4" AC/14" AB OVER 95% (MIN.)
RELATIVE SUBGRADE COMPACTION)**

Payment for "**4" Asphalt Concrete (Construct 4" AC/14" AB Over 95% (Min.) Relative Subgrade Compaction**" shall be made at the unit price bid per **Tonnage (TON)**, based upon certified weigh master tickets for each AC type. The unit price bid shall include surface preparation, AC Type Specified herein, tack coat, temporary AC tapers, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed.

BID ITEM No. 18: CONSTRUCT 7" AC PAVEMENT

Payment for "**Construct 7" AC Pavement**" shall be made at the unit price bid per **Tonnage (TON)**, based upon certified weigh master tickets for each AC type. The unit price bid shall include surface preparation of existing AB, AC Type Specified herein, tack coat, temporary AC tapers, and all labor, material, saw cutting, transitioning, hauling, spreading, compacting, grading, equipment and incidentals required to complete the Work in accordance with these Specifications, as shown on the Plans, and no further compensation will be allowed.

Temporary asphalt concrete work where required by the ENGINEER for traffic control or other purposes shall be considered included in the price bid for the various items of work and no additional compensation will be allowed.

301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

[Add the following:].

BID ITEM No. 19: *14" AGGREGATE BASE (*CONSTRUCT 4" AC/14" AB OVER 95% (MIN.)
RELATIVE SUBGRADE COMPACTION)*

301-2 UNTREATED BASE

301-2.1 General

[Add the following:].

Aggregate base sections shall utilize Crushed Aggregate Base (CAB) or Crushed Miscellaneous Base (CMB) complying with Section 200-2 "Untreated Base Materials" of the Standard Specifications

Subgrade preparation and placement of aggregate base shall comply with Section 301 "Subgrade Preparation, Treated Materials, and Placement of Base Materials" of the Standard Specifications

Unclassified excavation shall conform to all applicable sections of the Standard Specifications and these Special Provisions, and shall consist of all subgrade preparation and excavation required to construct the paving sections in conformance with the line and grades set forth on the plans.

Unclassified excavation shall include subgrade preparation and the removal and disposal of the existing material to the required subgrade, including asphalt concrete, aggregate base, Portland cement concrete (reinforced or not); cement/lime treated material; macadam; slurry backfill; Petromat/pavement reinforcing fabric; or other materials which may be encountered within the proposed roadway structural sections. No additional compensation will be allowed for removal or disposal of any materials which may require special handling or disposal.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

If, in the opinion of the ENGINEER, the existing materials of areas beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the ENGINEER. A combination of stabilization fabric, aggregate base and/or asphalt concrete shall be used to replace materials over-excavated as directed by the ENGINEER.

Soft subgrade conditions should be anticipated. A contingency should be provided for potential soft subgrade conditions. Where wet grade is encountered during new construction as a result of unforeseen conditions, changes in conditions with upcoming winter weather cycle, etc., additional time should be provided within the construction schedule to permit drying, processing, and re-compaction of the subgrade prior to placement of the structural section. Where time constraints do not permit suitable drying, or where perimeter conditions include uncontrollable water sources, additional measures may be necessary.

The exposed subgrade should be inspected during excavation and prior to placement of aggregate base. Where conditions are not firm and unyielding, use of a Geotextile should be considered. The excavation should be extended to provide for construction of a minimum 12" thick aggregate base section or aggregate base section consistent with the design replacement section, whichever is greater. Where subgrade conditions prohibit accurate grading, the subgrade should be excavated an additional 4" for a total of 16" or the design aggregate base section plus 4", whichever is greater. Geotextile should then be placed over the prepared grade. The type of Geotextile and width of overlap will be a function of conditions encountered at the time of construction. Aggregate base should then be end dumped and spread in minimum 12" lifts. No equipment should be permitted to operate on the exposed fabric or on top of the aggregate base where the thickness is less than 12". Where rut depths exceed 4", a qualified pavement ENGINEER should be contacted to review conditions and provide specific recommendations.

301-2.4 Measurement and Payment

[Replace the first Sentence with the following:].

BID ITEM No. 19: 14" AGGREGATE BASE (*CONSTRUCT 4" AC/14" AB OVER 95% (MIN.) RELATIVE SUBGRADE COMPACTION)

Measurement and Payment for "14" Aggregate Base (Construct 4" AC/14" AB over 95% (min.) Relative Subgrade Compaction) shall per the unit price bid per Cubic Yard (CY) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; doing all work involved in compaction of the sub-base material, placement and compaction of aggregate base material for the center median,

median islands, and hardscape or paved areas as specified in these Special Provisions and as shown on the Plans, and as directed by the ENGINEER, and no additional compensation shall be allowed.

303 – CONCRETE AND MASONRY CONTRUCTION

[Add the following:].

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The following bid Items shall conform to the Standard Specifications and Special Provisions hereafter, unless otherwise added/modified/replaced herein:

Bid Item No. 20: **Construct Type "C-8" Curb & Gutter per City Std. Dwg. No. 312**

Bid Item No. 21: **Construct Type "A" Curb per City Std. Dwg. No. 311**

Bid Item No. 22: **Construct 4" Thick PCC over 4" CMB Sidewalk Per City Std. Dwg. No. 411 (Modified)**

Bid Item No. 23: **Construct 6" Thick PCC over 6" CMB Sidewalk per City Std. Dwg. No. 411 (Modified)**

Bid Item No. 24: **Construct Case A ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A**

Bid Item No. 25: **Construct Modified Case B ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A**

Bid Item No. 26: **Construct Case C ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A**

Bid Item No. 27: **Construct Case CH ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88B**

- Bid Item No. 28:** **Construct Type A Passageway per Caltrans Standard Plan No. A88B**
- Bid Item No. 29:** **Construct PCC Cross-Gutter and Spandrel per City Std. Dwg. No. 415**
- Bid Item No. 30:** **Construct Modified Driveway Approach per City Std. Dwg. No. 513 (Including Curb Ramp in Modified Detail)**
- Bid Item No. 31:** **Construct Driveway Approach Type II Commercial and Multi-Use per City Std. Dwg. No. 514**
- Bid Item No. 32:** **Construct 6" Thick PCC over 6" CMB Driveway per Modified City Std. Dwg. No. 411**
- Bid Item No. 33:** **Construct PCC Parkway Drain per City of Costa Mesa Std. Dwg. No. 417**

303-5.1 Requirements

303-5.1.1 General

[Replace the entire Subsection with the following:].

Concrete curbs, walks, gutters, spandrels, cross gutters, alley intersections, access ramps, and driveways shall be constructed of Portland cement concrete and comply with Section 201-1 of the Standard Specifications. The following class of concrete shall be used per each type of improvement:

- Curb and Gutter, Spandrels, Cross Gutters, Alley Intersections, and Driveways – **560-C-3250.**
- Sidewalks and Access Ramps – **520-C-2500**
- Parkway Drain – **520-C-2500**

The certified tickets accompanying each batch of ready-mix concrete delivered to the job site shall clearly show the "class designation" of the specified concrete mix in addition to the requirements of Subsection 201-1.4.3, "Transit Mixers" of the Standard Specifications.

The following AC type and Crushed Miscellaneous Base (CMB) shall be used with respect to each type of improvement:

- Asphalt Concrete Base Course shall conform to Section 302-5 of these Special Provisions.
- Crushed Miscellaneous Base (CMB) shall be ¾" fine and comply with Section 200-2.4 of the Standard Specifications.
- AC Sidewalk – Surface Course (Type III-C3-PG64-10 (½" sieve size)) in conformance with Section 203-6 of the Standard Specifications.

CITY Standard Drawings

The following CITY Standard Drawings shall apply:

- Curb and Gutter shall conform to the CITY Standard Drawing No. 312 and 314 and 311 Type A (CF=6").
- Concrete Sidewalk - Nos. 411, 411 modified, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB, unless otherwise noted herein or on the plans.
- Concrete Driveways – Nos. 513 and 514.
- Parkway Drain – Nos. 417 and 418.

Caltrans Standard Plans

The following Caltrans Standard Plans shall apply:

- ADA Wheelchair Ramp - construction shall conform to Caltrans Standard Drawing No. RSP A88A and A88B for passageway adjusted to meet the latest ADA regulations and requirements. The width of the wheelchair access ramp "W" shall be a minimum of five (5') foot wide, unless noted otherwise on the Plans.

Standard Plans Public Works Construction (SPPWC)

The following SPPWC Standard Plans shall apply:

- Concrete Sidewalk - Std. Plan 112-2 and 113-2.

303-5.1.1 a) Access Ramps

The Contractor shall inspect the location of the Access Ramps to be re-constructed prior to beginning the work to determine the appropriate Caltrans Standard Plan Ramp Case to be constructed. If the work entails removing and replacement of existing concrete sidewalk outside the ramp work limit area as identified in these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work. The Contractor shall complete a base topo survey of the existing ramp prior to removal to

obtain the proper tie-in elevations.

All new concrete shall be placed within **five (5) working days** after removal of existing concrete.

The Contractor shall construct all necessary variable height-retaining curb at the back of the curb ramp as well as other retaining curb, if required, pursuant to the appropriate Caltrans Standard Plan ADA Ramp Case as determined by the Contractor and accepted by the ENGINEER. The Contractor shall relocate all street signs effected by the ramp construction to a condition equal to or better than existing.

All concrete work shall be finished in texture, scoring, banding in generally the same manner as the adjacent existing improvements, unless specified.

The detectable warning surface shall be "Cast in Place Tactile/Detectible Wearing Surface Tile" replaceable panels made of vitrified polymer composite construction, embedded type, manufactured by Armor Tile Tactile Systems, Buffalo, New York, or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow** conforming to Federal Color No. 33538. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

Truncated dome panels shall be 3'x4' or 3'x5' in size or as specified on the plans. The orientation of the dome patten for all panels shall be parallel with the panel edges.

The Contractor shall ensure safe passage by pedestrians during the ADA ramp construction and afford one safe crossing of the street at all times. The Contractor shall set-up all required signage and barricades within the work zone to provide safe pedestrian passage.

AC Tie-in

The Contractor shall saw cut, remove, and reconstruct a minimum of a two (2) foot width (slot patch) of adjoining structural section of the pavement to the limits of the ADA Ramp construction (BCR joint to ECR joint). The AC structural section to be replaced shall be 8" AC Base Course/8" CMB or 12" full depth AC Base Course with compaction as required by the Standard Specifications.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete ramp, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.

Curb and Gutter

The Contractor shall sawcut and remove existing curb and gutter, and construct either Type "C-6" curb and gutter, "C-8" curb and gutter, or Type A curb (6" CF) pursuant to the existing curb and gutter condition conforming to the CITY Standard Drawing No. 311 and 312, rolled curb and gutter and/or modified curb and gutter at locations marked in the field by the ENGINEER or as designed on the Plans.

Removal of the Concrete Curb and Gutter and AC shall conform to Section 401 "Removal" of the Standard Specifications.

Type A curb (6" CF) shall include construction of a moisture barrier below subgrade where medians are landscaped.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed, as part of the access ramp construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions and Standard Specifications at no additional cost to the CITY.

Other Existing Facilities and Obstructions

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations at no additional cost to the CITY.

The Contractor shall locate and protect the traffic signal home-run within the slot patch and ramp area and coordinate with the City with respect to the signal loop replacement work as shown on the plans or as required. If the Contractor damages the existing signal loop conductor/conduit or other wiring to the signal pull box, all damage to said existing improvements shall be repaired/replaced to an in-kind condition pursuant to the required specifications and the system shall be restored for full operation at no cost to the City.

The Contractor shall mark, protect, adjust, and re-set all utility boxes/vaults within the reconstructed area. Additionally, the Contractor shall replace any existing marked, labeled or stamped concrete on the face of curb of existing utilities, which include, but not limited, to water, sewer, gas, etc.

303-5.1.1 b) Curb and Gutter

Per CITY Standards, weakened plane joints are required every ten feet (10') and felt

paper every forty feet (40'). Transitional curb and gutter shall be ten feet (10') from one type to the other. No construction joints will be permitted. Top of curb construction shall be "straight grade" between elevations shown on plans.

Contractor shall have the option of using cast-in-place, pre-cast or extruded curb throughout the entire project, in strict accordance with the layout, sections and details shown on the plans and provided the product meets or exceeds the requirements of these special provisions.

A sidewalk 1/2-inch radius edging tool is be used to finish the back edge of all curbs.

303-5.1.1 c) Concrete Sidewalk

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to these Special Provisions and as shown on the Plans. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements. Prior to initiating the work outside the City rights-of-way, the City will obtain the necessary right of access documents from the private property owner.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete sidewalk, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.

The Contractor shall inspect the location of the concrete sidewalk work area to be reconstructed prior to beginning the work. If the work entails removing and replacement of existing concrete sidewalk outside the work limit area as depicted within these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

Walkway replacement needed to join new sidewalk shall be in kind to the walkway removed or as directed by the ENGINEER's representative.

Sidewalk score lines shall have a minimum finished depth of 1/2-inch.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed as part of the concrete walkway construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions, Standard Specifications, and as directed by the ENGINEER at no additional cost to the CITY.

The Contractor shall place new sod or seed and top soil to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations. The Contractor may be directed by the ENGINEER to sod or seed other areas as necessary in conformance with these Specifications.

Top Soil shall be Modified Class "A" Topsoil and shall consist of 80% content of Class "A" Topsoil per the Standard Specifications and 20% content of processed wood product of type "I" organic soil amendment per the Standard Specifications.

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations. Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 of the Standard Specifications.

The Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust the heads to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½" schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER.

The Contractor may salvage and reuse sprinkler heads that are still in reusable and functional condition for use at locations from which they were removed.

The Contractor shall cut interfering portions of existing irrigation lines and cap all ends for future reconnection at the time that the work is started at each location, All repair and replacement of the irrigation system shall be done within five (5) days or sooner after disconnection. During disconnection period of existing irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with a temporary irrigation system and/or shall water the landscaped areas by hand. Homeowner's water supply shall not be used without written consent from each homeowner.

The Contractor shall modify, relocate or replace and/or extend all encountered irrigation lines or sprinkler heads so as to give full coverage to landscape area.

The Contractor may be directed to extend the existing sprinkler system or place a P.V.C. sleeve under the new sidewalk improvements into the landscaped area between the curb and sidewalk and other locations as necessary as determined in the field by the ENGINEER.

Prior to accepting work, the Contractor must turn the system on, and it must work properly in the presence of and to the satisfaction of the ENGINEER and property owner. The Contractor shall replace any damaged and dead grass or landscaping beyond construction limits resulting from Contractor's operation or insufficient water supplies at no cost to the CITY.

Other Existing Facilities and Obstructions

Contractor shall adjust to grade existing water meter boxes (WM) to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes shall be removed and replaced by the Contractor, contact Mesa Water District to obtain and pickup new WM box. WM box shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field.

The Contractor shall relocate any street signs, which interfere, or conflict with construction of the sidewalk. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on the Plans or as depicted within these Specifications.

At certain addresses, the Contractor will be directed to remove concrete and/or other improvements in the right-of-way. Upon the completion of the removal of existing concrete improvements within the parkway, including the underlying aggregate base for which no replacement is required, the Contractor shall backfill the void with Modified Class "A" Topsoil for placing new sod or seed as directed in those respective bid items.

303-5.1.2 Drainage Outlets Through Curb

[Add the following:].

Parkway Drain construction shall conform to City of Costa Mesa Std. Plan 417

The installation of Parkway Drain improvement shall be constructed in the area designated on the plans and shall comply with Subsections 302-6 and 303-5 of the Standard Specifications.

303-5.9 Measurement and Payment

[Replace the entire Subsection with the following:].

Bid Item No. 20: Construct Type "C-8" Curb & Gutter per City Std. Dwg. No. 312

Measurement and Payment for "**Construct Type "C-8" Curb and Gutter per City Std. Dwg. No. 312**" shall be per the unit price bid per **Linear Foot (LF)** as constructed in accordance with these Special Provisions, Standard Specifications, per City Standard Drawing 312, as shown on the Plans, and as shown in the bid schedule. The work shall include, but not limited to, concrete, forming and placement of curb and gutter, and other incidentals to construct the curb and gutter. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and any disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 21: Construct Type "A" Curb per City Std. Dwg. No. 311

Measurement and Payment for "**Construct Type "A" Curb per City Std. Dwg. No. 311**" shall be per the unit price bid per **Linear Foot (LF)** as constructed in accordance with these Special Provisions, Standard Specifications, per City Standard Drawing 311, as shown on the Plans, and as shown in the bid schedule. The work shall include, but not limited to, concrete, forming and placement of curb, placement of moisture barrier below subgrade where medians are landscaped, and other incidentals to construct the curb. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and any disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 22: Construct 4" Thick PCC over 4" CMB Sidewalk Per City Std. Dwg. No. 411 (Modified)

Measurement and Payment for "**Construct 4" Thick PCC Over 4" CMB Sidewalk Per City Std. Dwg. No. 411 (Modified)**" shall be per the unit price bid per **Square Foot (SF)** as constructed in accordance with these Special Provisions, Standard Specifications, per modified City Standard Drawing 411 (Modified) with "S" dimension as noted, as shown on the Plans, and as shown in the bid schedule. The Work shall include, but not limited to, preparation of sub-base and compaction, CMB, placement and compaction of CMB, forms, placement of concrete, all joints, tie-in to existing sidewalk, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to construct the PCC sidewalk. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 23: Construct 6" Thick PCC over 6" CMB Sidewalk Per City Std. Dwg. No. 411 (Modified)

Measurement and Payment for "**Construct 6" Thick PCC Over 6" CMB Sidewalk per City Std. Dwg. No. 411 (Modified)**" shall be per the unit price bid per **Square Foot (SF)**

as constructed in accordance with these Special Provisions, Standard Specifications, per modified City Standard Drawing 411 (Modified) with "S" dimension as noted, as shown on the Plans, and as shown in the bid schedule. The Work shall include, but not limited to, preparation of sub-base and compaction, CMB, placement and compaction of CMB, forms, placement of concrete, all joints, tie-in to existing sidewalk, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to construct the PCC sidewalk. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 24: Construct Case A ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A

Measurement and Payment for "**Construct Case A ADA Curb Ramp per Caltrans Standard Plan No. A88A**" shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to the manufacture's recommendations, per Caltrans Standard Plan No. A88A Case A, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to the existing curb and gutter and sidewalk as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing ADA ramp as required and not part of the other removal Bid Item, curb and gutter along the passageway, sub-grade preparation, sawcutting, removal and disposal of concrete section, concrete, forms and other incidentals to construct the ADA ramp, tie-in to existing curb and gutter and sidewalk, placement and compaction of CMB, purchase and installation of detectable warning surface, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to construct the ADA ramp as required by these Special Provisions, Caltrans Standard Specifications and Plans, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 25: Construct Modified Case B ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A

Measurement and Payment for "**Construct Modified Case B ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A**" shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to the manufacture's recommendations, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to the existing curb and gutter and sidewalk as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of

the other removal Bid Items, frontage curb and gutter along the passageway, sub-grade preparation, sawcutting existing concrete, removal and disposal of concrete section not part of the PCC Sidewalk removal Bid Item, concrete, forms, tie-in to existing curb and gutter and sidewalk, placement and compaction of CMB, purchase and installation of detectable warning surface, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and other incidentals to construct the ADA ramp pursuant required by these Special Provisions, Caltrans Standard Specifications and Plans, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 26: Construct Case C Curb Ramp per Caltrans Standard Plans, Plan No. A88A

Measurement and Payment for “**Construct Case C ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88A**” shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to the manufacture’s recommendations, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to the existing curb and gutter and sidewalk as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, frontage curb and gutter along the passageway, curb for ramp, sub-grade preparation, sawcutting existing concrete, removal and disposal of concrete section, concrete, forms, tie-in to existing curb and gutter and sidewalk, placement and compaction of CMB, purchase and installation of detectable warning surface, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and other incidentals to construct the ADA ramp required by these Special Provisions, Caltrans Standard Specifications and Plans, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 27: Construct Case CH ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88B

Measurement and Payment for “**Construct Case CH ADA Curb Ramp per Caltrans Standard Plans, Plan No. A88B**” shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to the manufacture’s recommendations, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to the existing curb and gutter and sidewalk as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of

the other removal Bid Items, frontage curb and gutter along the passageway, curb for ramp, sub-grade preparation, sawcutting existing concrete, removal and disposal of concrete section, concrete, forms, tie-in to existing curb and gutter and sidewalk, placement and compaction of CMB, purchase and installation of detectable warning surface, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and other incidentals to construct the ADA ramp as required by these Special Provisions, Caltrans Standard Specifications and Plans, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 28: Construct Type A Passageway per Caltrans Standard Plan No. A88B

Measurement and Payment for “**Construct Type A Passageway per Caltrans Standard Plans, Plan No. A88B**” shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to the manufacture’s recommendations, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to the median curb as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, sub-grade preparation, sawcutting, concrete, forms, proper tie-into the adjacent AC surface, placement and compaction of CMB, and purchase and installation of detectable warning surface and other incidentals to construct the Type A Passageway as required by these Special Provisions, Caltrans Standard Specifications and Plans, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 29: Construct PCC Cross-Gutter and Spandrel per City Std. Dwg. No. 415

Measurement and Payment for “**Construct PCC Cross-Gutter and Spandrel per City Std. Dwg. No. 415**” shall be per the unit price bid per **Square Foot (SF)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to City Std. Dwg. No. 415, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to adjacent concrete or AC as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, sub-grade preparation, sawcutting, concrete, forms, proper tie-into the adjacent concrete or AC surface, placement and compaction of CMB, and other incidentals to construct the Cross-Gutter and Spandrel as required by these Special Provisions, and as shown on the Plans.

Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 30: Construct Modified Driveway Approach per City Std. Plan 513 (Including Curb Ramp in Modified Detail)

Measurement and Payment for “**Construct Modified Driveway Approach per City Std. Dwg. No. 513 (Including Curb Ramp in Modified Detail)**” shall be per the unit price bid per **EACH (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to City Std. Dwg. No. 513, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to adjacent concrete or AC as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, sub-grade preparation, sawcutting, concrete, forms, proper tie-into the adjacent concrete or AC surface, placement and compaction of CMB, Modified CM Curb Ramp per Caltrans Standard Plans, No. A88B, purchase and installation of detectable warning surface, curb and gutter within the driveway limits, and other incidentals to construct the Modified Driveway Approach and Spandrel as required by these Special Provisions, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 31: Construct Driveway Approach Type II Commercial and Multi-Use per City Std. Dwg. 514

Measurement and Payment for “**Construct Driveway Approach Type II Commercial and Multi-Use per City Std. Dwg. No. 514**” shall be per the unit price bid per **EACH (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to City Std. Dwg. No. 513, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to adjacent concrete or AC as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, sub-grade preparation, sawcutting, concrete, forms, proper tie-into the adjacent concrete or AC surface, placement and compaction of CMB, curb and gutter within the driveway limits, and other incidentals to construct the Driveway Approach Type II as required by these Special Provisions, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 32: Construct 6" Thick PCC over 6" CMB Driveway per Modified City Std. Dwg. No. 411

Measurement and Payment for “**Construct 6” Thick PCC over 6” CMB Driveway per**

Modified City Std. Dwg. No. 411” shall be per the unit price bid per **EACH (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to City Std. Dwg. No. 411, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to adjacent concrete or AC as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, sub-grade preparation, sawcutting, concrete, forms, proper tie-into the adjacent concrete or AC surface, placement and compaction of CMB, and other incidentals to construct the PCC Driveway as required by these Special Provisions, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 33: Construct PCC Parkway Drain per City Std. Dwg. No. 417

Measurement and Payment for **“Construct PCC Parkway Drain per City Std. Dwg. No. 417”** shall be per the unit price bid per **EACH (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, pursuant to City Std. Dwg. No. 417, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to adjacent concrete or AC as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, sub-grade preparation, sawcutting, concrete, forms, proper tie-into the adjacent concrete or AC surface, placement and compaction of CMB, and other incidentals to construct the PCC Parkway Drain as required by these Special Provisions, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

- 303-6 STAMPED CONCRETE**
- 303-7 COLORED CONCRETE**

[Add the following:].

Bid Item No. 34: Construct Stamped Concrete

Contractor shall furnish and install all stamped concrete as shown on the plans and shall comply with Subsections 303-6 and 303-7 of the Standard Specifications. Subgrade preparation shall comply with Subsection 301-1 of the Standard Specifications.

Stamped concrete within the medians should match the color from the recently constructed adjacent medians to the project and should be submitted for approval prior to procurement and test samples. The contractor shall construct three (3) 10 square foot

samples for approval by the ENGINEER.

Removal of existing median materials for stamped concrete improvements is included under Bid Item No. 8.

[Add the following:].

303-7.5 MEASUREMENT AND PAYMENT

Bid Item No. 34: Construct Stamped Concrete

Measurement and Payment for “**Construct Stamped Concrete**” shall be per the unit price bid per **Square Foot (SF)** as constructed in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans. The Work Limits are as shown on the plans and include the appropriate tie-in to adjacent concrete or AC as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing concrete as required and not part of the other removal Bid Items, sub-grade preparation, concrete, forms, proper tie-into the adjacent concrete or AC surface, placement and compaction of CMB, and other incidentals to construct the Stamped Concrete as required by these Special Provisions, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

SECTION 402 – UTILITIES

The following bid items shall conform to **Section 402 (Utilities)**, of the **Standard Specifications**, unless otherwise added/modified/replaced herein.

402-1 LOCATION

402-1.1 General

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

Attention is directed to the possibility of utility mains or laterals within the project limits. The CONTRACTOR shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The CONTRACTOR shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

Prior to commencing any other work, CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

The CONTRACTOR shall notify owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the Contractor shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

402-2 PROTECTION

[Add the following:].

The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with all applicable sections of the Standard Specifications and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

402-2.1 Payment

Payment for utility protection by the Contractor shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION

[Add the following:].

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way)

Valentina Gipson
3939 E Coronado St, Rm 2030
Anaheim, CA 92807
(o) 714-618-9132
Email: vk3921@att.com

AT&T

Rhonda Clary-Byers (ENGINEER for
Costa Mesa) or Doug DiPaolo
3939 E Coronado
Anaheim, CA 92807
(o) 714-618-9116 or (o) 714-618-9125
Email: rc1315@att.com
Email: dd2634@att.com

Mesa Water District

Phil Lauri
1965 Placentia Ave (inter-office mail okay)
Costa Mesa, CA 92627
(o) 949-207-5449
(c) 949-631-1200 (24-hour)
(f) 949-574-1035
Email: phill@mesawater.org

Mpower Communications, Inc.

Mark Denning
2698 White Rd
Irvine, CA 92614
(o) 949-864-0296
(c) 949-547-6455
(f) 949-864-0286
Email: mdenning@telepacific.com

**Orange County Sanitation District
(OCSD)**

Rudy Davila
PO Box 8127
Fountain Valley, CA 92728
(o) 714-593-7348
(c) 714-593-3301 (24-hour)
(f) 714-962-5018
Email: RDavila@ocsd.com

Costa Mesa Sanitary District (CMSD)

Rob Hamers
290 Paularino Ave (inter-office mail
okay)
Costa Mesa, CA 92626
(o) 949-631-1731
(f) 949-548-6516
Email: rbhinc@pacbell.net

Costa Mesa Sanitation District

Javier Ochiqui
Management Analyst
(949) 645-8400
jochiqui@cmsdca.gov

Costa Mesa Sanitation District

Nabila Guzman
Construction Notices
949-645-8400 x230
Email: nguzman@cmsdca.gov

**Orange County Water District
(OCWD)**

Chris Olsen
PO Box 8300
Fountain Valley, CA 92728
(o) 714-378-3200
(c) 714-378-3240 (24-hour)
(f) 7814-378-3373
Email: colsen@ocwd.com
utilityrequest@ocwd.com

**CA Regional Water Quality – Santa Ana
Region**

Mark Smythe
3737 Main St, Ste 500
Riverside, CA 92501
(o) 951-782-4130
(c) 951-543-8523
(f) 951-781-6288
Email: msmythe@waterboards.ca.gov

Irvine Regional Water District

Kelly Lew
15600 Sand Canyon Ave
Irvine, CA 92618
(o) 949-453-5586
(p) 949-729-7300 (24-hour)
(f) 888-496-1244
Email: lew@irwd.com

**Irvine Ranch Water Dist-Development
Services***

Christian Kessler, PE
15600 Sand Canyon Ave
Irvine, CA 92618
(o) 949-453-5300
(p) 949-453-5441
(f) 888-496-1244
Email: KESSLER@irwd.com
*utility requests

Irvine Regional Water District

Brad Jackson (Area Construction Inspector)
15600 Sand Canyon Ave
Irvine, CA 92618
(o) 949-632-0627
(p) 949-729-7300 (24-hour)
(f) 888-496-1244
Email: jackson@irwd.com

Metro Water District of So Cal
Civil ENGINEERING Substructures
Section
Shoreh Zareh
PO Box 54153
Los Angeles, CA 90054
(o) 213-217-7474
(c) 626-844-5610 (24-hour)
(f) 213-217-7457
Email: szareh@mwdh2o.com (revised)
Civil ENGINEERING Substructures
Section

Metro Water District of So Cal
Civil ENGINEERING Substructures
Section
Kieran Callanan
PO Box 54153
Los Angeles, CA 90054
(o) 213-217-7474
(c) 626-844-5610 (24-hour)
Email: kcallanan@mwdh2o.com

SCE (utility notice requests)
Kasey Chapman
7333 Bolsa Ave
Westminster, CA 92683
(o) 714-895-0109
(c) 800-611-1911 (24-hour)
(f) 714-934-0892
Email: Kasey.chapman@sce.com*

SCE (Base Maps)
Kimberlie Gurule
1444 E McFadden Ave, Bldg D
Santa Ana, CA 92705
(o) 714-796-9932
(f) 714-973-5735
Email: maprequests@sce.com*
*No pre-construction meeting notices to
this
address – map requests ONLY.

SCE (Senior Compliance)
Susan Morgan
(o) 909-835-7527
(c) 909-835-7527
Email: susan.morgan@sce.com
*No pre-construction meeting notices BUT
Susan Morgan and Monica Balderas would
like to attend all UTILITY MEETINGS and be
made aware of any fee schedule changes.

Reminder
After facilities are identified on the plans,
send the plans to Gail Gardner and she will
forward to SCE's planning department.
Send to: gail.gardner@sce.com
**SCE (Service Planner – Orange Coast
S/C)**
Nick Mukanos
7333 Bolsa Ave.
Westminster, CA 92683
(o) 714-895-0210
Email: nick.mukanos@sce.com

**SCE (Service Planner – Orange Coast
S/C)**
Monica Balderas
7333 Bolsa Ave
Westminster, CA 92683
(o) 714-329-2778
(f) 714-895-5453
Email: monica.balderas@sce.com*

So Cal Gas Co.
Wilson Baldelomar
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-5091
(c) 800-603-7060 (24 hour)
(f) 714-634-3101
Email: wbaldelormar@semprautilities.com

So Cal Gas (Transmission)

P. O. Box 2300
Chatsworth, CA 91313-2300
(o) 818-701-4546
(f) 818-701-2549
Email:
SoCalGasTransmissionUtilityRequest@
semprautilities.com

So Cal Gas Co

Richard Clendineng
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-3262
(f) 714-634-3101
Email: rcleudineng@semprautilities.com

So Cal Gas Co.

Peter Serrano
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-5067
(f) 714-634-3101
Email: pserrano@semprautilities.com

Spectrum Time Warner Cable

Jose Roman
12051 Industry Avenue
Garden Grove, CA
(o) 714-591-4846
(c) 657-263-3641
Email: Jose.Roman1@charter.com

Spectrum Time Warner Cable *utility requests*

Email: west-ENGINEERING-relo@twcable.com*

Spectrum Time Warner Cable

Max Sandoval, Construction
Coordinator
714-719-9629

Verizon Business Investigations

2400 N Glenville Dr
Richardson, TX 75082
(o) 972-729-6016
(o) 469-886-4238
(f) 972-729-6240
Email: investigations@verizon.com
*2nd email: chuck.czumak@verizon.com
Contact Verizon Business for issues
involving:
Brooks Fiber Properties, Inc
MCI/metro Access Transmission Svcs
MCI Telecommunication Svcs
MFS Telecom, Inc
SouthernNet, Inc / WorldCom Network
Svc
Intermedia Communications, Inc
XO Communications

Charter Communications

Don Simons
Construction Manager - Zone 8
7142 Chapman Ave
Garden Grove, CA 92841
(o) 714-591-4871
Email: don.simons@charter.com

Charter Communications

Utility Research Requests
Email:
DL-SOCAL-CHARTER-
ENGINEERING@CHARTER.COM

XO Communications (Verizon)

Matt Bergine
ENGINEER IV
Specialist-Network ENGINEERING &
Operations
T: 949 417-7841
C: 714 822-6207
Email: matt.bergine@verizon.com

XO Communications

Swichboard
703-547-2000

OCTA – Stops & Zones

Kyle Poff
550 S Main St
Orange, CA 92863
(o) 714-560-5883
(f) 714-560-5880
Email: kpoff@octa.net

OCTA (Detour Coordination)

Dispatch: 714-265-4330

Newport-Mesa Unified School District

Victor Garza
(o) 714-424-5080
Email: vgarza@nmusd.us

Newport-Mesa Unified School District

Tim Marsh, Administrative Director,
Facilities Support Srvc.
(o) 714- 424-7527
Email: tmarsh@nmusd.us

Newport-Mesa Unified School District

Mary Gray
Email: mgray@nmusd.us

OC Fair & Event Center

Jerry Eldridge, Director of Facilities
(o) 714-474-5983
Email: JEldridge@ocfair.com

DIGALERT.ORG

(24-HR) 811
2 days before digging

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the Contractor shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonments. The Contractor shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The Contractor shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

402-4.1 Fire Hydrants and Air Vacs

Fire Hydrants

Relocation is to be as shown on the plans. A new hydrant (supplied by Mesa Water District inspector) shall be installed after finish grade has been established. Relocate Fire Hydrant shall conform to the Standards and Specifications of the Owner Mesa Water District and STD DRG 4.

Final location is to be approved by Costa Mesa Fire & Rescue in the field prior to relocation.

Air Vacs

Relocation is to be as shown on the plans. A new Air and Vacuum valve assembly (supplied by Orange County Water District inspector) shall be installed after finish grade has been established. Relocate Air Vac shall conform to the Standards and Specifications of the Owner Orange County Water District.

402-4.2 Telecom Riser

Relocation is to be as shown on the plans. A new telecom riser (supplied by AT&T inspector) shall be installed after finish grade has been established. Relocate Vent Riser shall conform to the Standards and Specifications and Standard Plans of the Owner, AT&T.

402-4.3 Street Lights and Pull Boxes

Street Lights

Relocation shall conform to the provisions in Section 701 – “Construction” of the Standard Specifications, and these Special Provisions.

Relocation is to be as shown on approved plans prepared by SCE. Relocate Street Light shall conform to City Std. Dwg. No. 711.

Pull Boxes

Relocation is to be as shown on approved plans prepared by SCE. A new pull box (supplied by SCE inspector) shall be installed after finish grade has been established.

Relocate Electrical Pull Box shall conform to the Standards and Specifications of the Owner SCE.

See Section 403-5 for measurement and payment

[Replace the Section Title with the following:].

SECTION 403 – MANHOLE, VALVES, METERS, AND VAULT ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

[Replace with the following:].

Contractor shall adjust existing manholes, water valves, water meters and vaults to grade conforming to all applicable sections of the latest edition of the Standard Specifications, Mesa Water District (MWD) Standards, Orange County Water District Standards, and to the provisions of the City of Costa Mesa Standard Plans.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the ENGINEER, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the CITY for utility cuts in pavement.

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

[Replace entire Subsection with the following:].

403-3 MANHOLES, VALVES, AND VAULTS IN ASPHALT CONCRETE PAVEMENT

[Replace with the following:].

403-3.1 Storm Drain and Sanitary Sewer Manholes

All Storm Drain (SD) and Sanitary Sewer (SS) Manholes are to be protected from debris prior to construction and shall be thoroughly cleaned of any construction debris, which may have entered the manhole due to the Contractor's operations.

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement. The asphalt pavement material shall conform to the surrounding pavement and AC pavement requirements of these Special Provisions.

Existing SD and SS manholes shall be adjusted to new pavement grade **48 hours** after paving operation.

The Concrete for the SD and SS manholes shall be **560-C-3250**.

Contractor shall notify the Costa Mesa Public Services Department for coordination of SD manhole adjustments and Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD) for coordination of SS manhole adjustments at least two working days prior to beginning work.

403-3.1 Water Valves, Water Meters, and Water Vaults

Water valves, water meters, and water vaults shall be protected in place and shall be accessible at all times during construction. Locations are to be as shown on the plans.

Valve covers shall be marked as to their location by the contractor prior to the placement of the pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade **48 hours** after paving operation.

Contractor shall notify the respective water district at least 2 working days prior to beginning work. All work adjusting water valve cans and covers to grade shall be inspected and approved by the the respective Water District representative.

Valve boxes shall be checked with a valve key for proper operation.

The Concrete for the valve covers and collars shall be **560-C-3250**.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the respective utility to pick up new sleeves for replacement.

Water meter cover adjustments shall conform to the Standards and Specifications of the Owner: Mesa Water District and STD DRG 3.

Water vault adjustments shall conform to the Standards and Specifications of the Owner: Mesa Water District.

403-4 MEASUREMENT

403-5 PAYMENT

[Replace with the following:].

403-5 MEASUREMENT AND PAYMENT

BID ITEM NO. 35: RELOCATE FIRE HYDRANT PER MESA WATER DISTRICT STD. DETAIL NO. 4.

Measurement and Payment for “Relocate Fire Hydrant Per Mesa Water District (MWD) Std. Detail No. 4” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal/salvaging of existing FH improvements, installing the MWD furnished FH at the plan location, installation of all pipe, appurtenances and valves per the MWD Std. Detail No. 4, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans, and pursuant to MWD requirements, and no additional compensation shall be allowed.

BID ITEM NO. 36: RELOCATE AIR VAC

Measurement and Payment for “Relocate Air Vac” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal/salvaging of existing Air Vac improvements, installing the Orange County Water District’s (OCWD) furnished Air Vac at the plan location, installation of all connection pipe and appurtenances per the OCWD, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans, and pursuant to OCWD requirements, and no additional compensation shall be allowed.

BID ITEM NO. 37: RELOCATE TELECOM RISER

Measurement and Payment for “Relocate Telecom Riser” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal/salvaging of existing riser improvements, installing the AT&T’s furnished riser at the plan location, installation of all connection conduits and appurtenances per AT&T, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans, and pursuant to AT&T requirements, and no additional compensation shall be allowed.

BID ITEM No. 38: RELOCATE STREET LIGHT PER PLANS BY SOUTHERN CALIFORNIA EDISON (SCE)

Measurement and Payment for “Relocate Street Light Per Plans by Southern California Edison (SCE)” shall be per the unit price bid per EACH (EA) and shall include removal and disposal/salvaging of existing street light improvements, installing the SCE street light per the SCE plan location, installation of all connection conduits and appurtenances per SCE, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans, and pursuant to SCE requirements, and no additional compensation shall be allowed.

BID ITEM No. 39: RELOCATE ELECTRICAL PULL BOX PER PLANS BY SOUTHERN CALIFORNIA EDISON (SCE)

Measurement and Payment for “Relocate Electrical Pull Box per Plans by Southern California Edison (SCE)” shall be per the unit price bid per EACH (EA) and shall include removal and disposal/salvaging of existing pull box improvements, installing the SCE furnished pull box per the SCE plan location, installation of all connection conduits and appurtenances per SCE, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans, and pursuant to SCE requirements, and no additional compensation shall be allowed.

BID ITEM No. 40: REMOVE STREET LIGHT PER PLANS BY SOUTHERN CALIFORNIA EDISON (SCE)

Measurement and Payment for “Remove Street Light per Plans by Southern California Edison (SCE)” shall be per the unit price bid per EACH (EA) and shall include removal and disposal/salvaging of existing street light improvements per the SCE plan location, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans, and pursuant to SCE requirements, and no additional compensation shall be allowed.

BID ITEM No. 41: ADJUST WATER VALVE COVER TO FINISH GRADE

Payment for “Adjust Water Valve Cover to Finish Grade” shall be per the unit price bid per EACH (EA) and shall include removal and disposal of existing improvements, adjusting the water valve to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Orange County Water District standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional

compensation will be allowed.

BID ITEM No. 42: ADJUST WATER METER COVER TO FINISH GRADE

Payment for “**Adjust Water Meter Cover to Finish Grade**” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal of existing improvements, adjusting the water meter cover to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Mesa Water District standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

BID ITEM No. 43: ADJUST WATER VAULT TO FINISH GRADE

Payment for “**Adjust Water Vault to Finish Grade**” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal of existing improvements, adjusting the water vault to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Mesa Water District standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

BID ITEM No. 44: ADJUST STORM DRAIN MANHOLE TO FINISH GRADE

Measurement and Payment for “**Adjust Storm Drain Manhole to Finish Grade**” shall be per the unit price bid per **Each (EA)** and shall include removal and disposal of existing improvements, adjusting the SD Manhole to grade per City Std. Dwg. 815, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation shall be allowed.

BID ITEM No. 45: ADJUST SEWER MANHOLE TO FINISH GRADE

Measurement and Payment for “**Adjust Sewer Manhole to Finish Grade**” shall be per the unit price bid per **Each (EA)** and shall include removal and disposal of existing improvements, adjusting the sewer manhole to grade per Costa Mesa Sanitary District (CMSD) standradds, and providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans, and pursuant to the CMSD requiremnts, and no additional compensation shall be allowed.

BID ITEM No. 46: ADJUST AIR/VAC LATERAL VALVE TO GRADE

Payment for “**Adjust Air/Vac Lateral To Grade**” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal of existing improvements, adjusting the water air/vac lateral valve to grade, providing all labor, tools, equipment, materials,

and incidentals necessary for doing the work in compliance with Mesa Water District standards STD DRG 14A, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

BID ITEM No. 47: ADJUST CATHODIC PROTECTION TEST STATION TO GRADE

Payment for “**Adjust Cathodic Protection Test Station to Grade**” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal of existing improvements, adjusting the Test Station to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Orange County Water District standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

BID ITEM No. 48: ADJUST BLOW-OFF ASSEMBLY TO GRADE

Payment for “**Adjust Blow-off Assembly to Grade**” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal of existing improvements, adjusting the Blow-off assembly to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Orange County Water District standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

BID ITEM No. 49: ADJUST BLOW-OFF ASSEMBLY VALVE TO GRADE

Payment for “**Adjust Blow-off Assembly Valve to Grade**” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal of existing improvements, adjusting the Blow-off assembly valve to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Orange County Water District standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

BID ITEM No. 50: ADJUST RECYCLED WATER METER VALVE TO GRADE

Payment for “**Adjust Recycled Water Meter Valve to Grade**” shall be per the unit price bid per **EACH (EA)** and shall include removal and disposal of existing improvements, adjusting the water meter valve to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Orange County Water District standards, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

BID ITEM No. 51: ADJUST SLURRIED BACKFILL OVER EXISTING BLOW-OFF ASSEMBLY AND VALVE TO GRADE

Measurement and Payment for “**Adjust Slurried Backfill Over Existing Blow-off assembly and Valve to Grade**” shall be per the unit price bid per **Each (EA)** and shall include removal and disposal of existing improvements, adjusting the slurried backfill over the blow-off valve to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Mesa Water District standards STD DWGS 9, 9A, and 14A, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

[Replace with the following:].

Bid item Nos. 52, 53, and 54 Traffic Signal Modification (Harbor Blvd & Merrimac Way), Traffic Signal Modification (Fairview Rd & Merrimac Way), and Pedestrian Hybrid Beacon Installation shall conform and be in accordance with the Plans, these Special Provisions, the 2018 Standard Specifications For Public Works Construction (SSPWC), Section 86 of the 2018 Caltrans Standard Specifications (CSS), 2018 Caltrans Standard Plans (CSP) and any applicable errata (or Revised Standard Plans).

700-1 GENERAL

This work consists of traffic signal installation or modifications and any other related work required to provide the intended operation at the locations shown on the project plans.

The applicable Sections of the SSPWC will control the general provisions, construction materials and constructions methods, except for the following Sections:

- Section 209: Street Lighting and Traffic Signal Materials
- Section 307: Street Lighting and Traffic Signal Systems

The CSS Section 86 set forth above will control the construction materials, and construction methods for specific work relating to Street Lighting, Traffic Signal Materials and Traffic Signal Systems, except as amended by the Project Plans and this Special Provisions.

NEC CERTIFICATE REQUIREMENT NOTICE

Certification is required for all persons who perform work as electricians for contractors licensed as Class C-10 electrical contractors under the Contractor’s State License Board Rules and Regulations

FURNISHING AND INSTALLING

Unless specifically called out by the plans or special provisions that a piece of equipment or material will be supplied by a third party, it is the Contractor responsibility to furnish and install all necessary equipment and material, even if not identified on the plan or in these special provisions, to provide the intended operation as shown on the plans.

SCHEDULING OF WORK

The City of Costa Mesa requires that all pole locations shall be potholed to determine the proper pole type and mast arm length prior to ordering.

The City of Costa Mesa will issue the notice to proceed to pothole following preconstruction meeting. All potholing is to be completed within 10 days following the issuance of the notice to proceed. Work shall be suspended following the completion of the potholing.

The Contractor may order traffic signal equipment following the contract award including poles. However, the City is not responsible for any pole changes due to unforeseen utilities conflict resulting from ordering of equipment prior to potholing.

It is the intent of the City of Costa Mesa that the Contractor be allowed to start construction activity at a reasonable length of time prior to delivery of equipment and following receipt of written notice to proceed. This will permit excavations, installation of conduits, pull boxes and foundations in a most expedient manner, and minimize the disruption and inconvenience of an extended construction schedule. Construction, once started, shall be pursued until completion.

Above ground signal work shall not commence until such time that the Contractor notifies the ENGINEER, in writing, of the date that all electrical materials and equipment controller assemblies, are received; and said work shall start within fifteen (15) days after said date.

No materials or equipment shall be stored at the job site (outside of the public right-of-way) until the City issues a Notice to Proceed. The job sites shall be maintained in a neat and orderly condition at all times. No materials or equipment shall be stored within the public right-of-way.

Unless noted otherwise, at least 5 working days of advanced notice shall be given (on any working day except Friday or the day preceding a legal holiday) to the Inspector for any installations of or modifications to channelization, signing, traffic signal and lighting systems. If sufficient notice is not given, the City shall not be liable for any resulting delays.

SUBMITTAL OF EQUIPMENT LIST AND DRAWINGS

The contractor shall submit the followings for approval prior to the start of construction or some cases, before manufacturing:

1. Certificate (or letter from manufacturer) of Compliance to Caltrans specifications for traffic signal poles and equipment.

2. Certificate (or letter from manufacturer) of Compliance to Caltrans specifications for LED units.
3. Layout of each Reflectorized Street Name Sign.

Certificate of Compliance is not required for equipment specifically called for by manufacture name and model.

For new traffic signal installation, the Contractor shall supply 3 bond copies (24"x36") of the controller cabinet schematic wiring diagrams.

For simple traffic signal modification, the contractor will make necessary revisions to the existing traffic cabinet print and supply the City 3 bond copies (24"x36") of the revised traffic cabinet print.

For major traffic signal modification where revision to the existing cabinet print is not feasible, the contractor shall prepare and supply new cabinet prints as required.

Materials lists, manufacturer's data, equipment brochures and operations manuals, technical data, controller cabinet wiring diagram, and all other related equipment information, shall be labeled and identified, and shall be submitted in bound booklet form.

MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

The contractor shall keep the traffic signal system in operations at all times during construction except for the two switchover shutdowns described below.

The traffic signal system consists of but not limited to the traffic signal and safety lights, twisted pair interconnect cables, fiber optic cables, Emergency Vehicle and Railroad Pre-emption Systems, CCTV and/or Video Imaging Detection Systems, Wireless Communication System. The contractor is required to maintain these systems in working condition during construction by providing temporary wiring, splicing, relocating or any other necessary action.

1. Traffic Signal and Safety lights: Contractor shall provide temporary overhead wiring to maintain all vehicle and pedestrian signal indications and pedestrian push buttons and safety lights in operation. Maintain operation of undamaged loops where feasible.
2. Traffic Signal Interconnect Cable: Contractor shall provide temporary cable and/or splicing necessary to maintain continuous communication from the TMC to the traffic signal under construction and other traffic signals on the same interconnect cable.
3. Emergency Vehicle and Railroad Pre-emption: Contractor shall provide temporary wiring to maintain all pre-emption systems in working order.
4. Fiber Optic Cable, Wireless Communication and CCTV System: Contractor shall provide temporary cable and/or splicing necessary to maintain the system

in working order.

Traffic signal system shutdowns for switchover of equipment, if applicable, shall be limited to two times per traffic signal. Each shutdown period shall be limited to the hours between 9:00 AM and 3:00 PM. First shutdown is allowed for switching from the existing wiring to the temporary wiring and second shutdown is allowed for switching from the temporary wiring to the new permanent wiring. **If deemed necessary by the ENGINEER, the contractor shall provide traffic control personnel to direct traffic during shutdown period.** The Inspector shall be notified at least five (5) working days before the intended shutdowns.

The contractor shall furnish "STOP AHEAD" and "STOP" signs during any shutdown period. Two "STOP AHEAD" signs and two "STOP" signs shall be placed for each direction of traffic. Sign sizes shall be 30" minimum. Locations of the signs shall be as directed by the ENGINEER.

The contractor shall be responsible for any additional temporary wiring, which may be required on a day-to-day basis due to the construction.

AS-BUILT DRAWINGS

The Contractor shall maintain and update the as-built drawings throughout the construction period. The "As-Built" drawings shall be submitted to the Inspector before the City accepts any traffic signal installations or modifications. The prints shall indicate, in red, all deviations from the contract plans, such as location of poles, pull boxes and runs, depth of conduits, number of conductors, and other appurtenant work, for future reference.

TURN-ON AND FUNCTIONAL TESTING

The Inspector shall be notified at least five (5) working days before the intended turn-on and provide method and schedule of turn-on procedure.

The Inspector shall be notified a minimum of two work days in advance of planned connection of the new or modified traffic signal to the traffic signal communications system, if the new or modified traffic signal is to be connected to the traffic signal communications system.

All permanent striping, pavement markings, and signing shall be in place prior to beginning of the Functional Test Period for any new or modified traffic signal system. The Contractor shall complete all sandblasting, striping, pavement markings, and roadside signing installations and modifications shown on the plans prior to beginning the Functional Test Period.

The Contractor shall at his own expense, arrange to have a technician, qualified to work on the equipment listed below and employed by the equipment manufacturer, or his representative, present at the time the equipment is turned on:

- A. Traffic signal controller and cabinet assembly

- B. Video detection equipment (if applicable)
- C. Microwave detection equipment (if applicable)
- D. Emergency vehicle preemption equipment (if applicable)
- E. Uninterruptible power supply equipment (if applicable)

The Functional Testing Period of the modified traffic signal system shall not be made on Friday, Saturday, Sunday, or the day preceding or following a Federal holiday. The ENGINEER shall be notified at least two working days prior to the beginning of the Functional Testing Period. The Functional Testing Period will not be allowed to begin without prior authorization by the ENGINEER.

SERVICE

The Service Cabinet shall be aluminum clear anodized Type II-B, 2 Wire 120V, wired for both metered and un-metered circuits as follows:

- 100A main bus with 4-circuit interior metered and 4-circuit interior un- metered.
- Metered Circuits:
 - 30A for Traffic Signal
 - 30A Spare.
 - 15A Spare.
- Un-Metered Circuits:
 - 30A for Safety Lights.

The Contractor shall be responsible for all service details, coordinating and scheduling of work and necessary connections in advance of need.

The City has incorporated Edison service design into the City's plan; however, it is the contractor's responsibility to verify the service requirement and installation prior to work. If any discrepancy exists between the plans and Edison design, the Edison design shall take precedence. No additional compensation will be provided for the discrepancy.

Stencil service address using 2" minimum lettering and black paint on the service cabinet. Permanent self-adhesive letters and numbers will also be acceptable.

Contractor shall obtain the necessary electrical permits from the Planning & Building Agency for service cabinet installation, inspection and electrical service authorization. The permit fee will be waived for City projects. City will provide Electrical Permit Fee Waiver Memorandum to be presented to Planning & Building Agency at the time of obtaining permit.

TYPE 332L CABINET ASSEMBLY

If called for in the plans, the cabinet shall meet the following:

- 1. Type 332L Traffic Signal Cabinet Assembly shall meet the requirements of Caltrans Transportation Electrical Equipment Specifications (TEES) dated March 12, 2009
- 2. Fully loaded cabinet shall be tested for functionality by an independent party and certificate of completion shall be provided to the City prior to field installation. Cabinet can be tested at:

Aegis ITS
3360 East La Palma Ave Anaheim, CA 92806-2856

- 3. The Cabinet Assembly shall consist of but not limited to the following:
 - a. Housing #1 – Clear Anodized
 - b. Mounting Cage #1
 - c. Fan and thermostat assembly
 - d. Power Distribution Assembly #2L
 - e. Input Files I & J
 - f. Input Panel #1
 - g. Service Panel #1
 - h. Service Panel Assembly
 - i. Output File #1
 - j. C1 Harness #1
 - k. All other associated wiring, hardware and foundation bolts.

4. In addition to the Caltrans Standard TEES requirements, the following shall be provided:

1. Red Monitoring Interface

All cabinets shall be equipped with a Red Monitoring Interface, mounted integrally with the Output File #1. The Switchpacks to Conflict Monitor Unit channel assignments are as follows:

Switchpacks	CMU Channel
Swpk Ø1- Swpk Ø8	Ch. 1 – Ch. 8
Swpk OLA, OLB, OLC, OLD	Ch. 9 – Ch. 12
Swpk 2P,4P,6P,8P	Ch. 13, 14, 15, 16

2. Cabinet Lights

Each cabinet shall be equipped with two (2) fluorescent lighting mounted inside the top front and rear portion of the cabinet. A door actuated switch shall be installed to turn the cabinet lights on when either the front or rear door is opened. The door switches shall be on a separate circuit by itself; and used only to turn on the cabinet light.

3. Pullout Drawer/Cabinet Print Holder Assembly

A pullout drawer shall be installed in the cabinet cage. The drawer shall be 17" long by 12" long wide by 1 ¾ in. deep. It shall have a hinged top that covers the storage box area and also provides a smooth surface to write on.

4. Door Ajar Switch

This switch shall be provided within the cabinet to trigger the Alarm #1(C1-54) input of the controller whenever the front door is opened. This switch shall be a normally closed switch connected to apply a logic ground signal to the J11-F position of Input File J.

5. C11P Harness

A harness shall be provided to access the signals available on the 2070 Controller's C11S Connector. The harness shall be a minimum of 4 ft in length. The harness wire bundle shall be provided with external protection and routed on the Input Panel Side of the Cabinet. The harness shall be connectorized and be of adequate length to properly mate with a 2070 Controller's C11S connector and the other end shall be terminated as called out on the following table. All unused signals shall be made available on termination points within the cabinet for future use.

C11P Pin assignment:

PIN	SOURCE	FUNCTION	TERM
1	O8-1	OUTPUT #56	*
2	O8-2	OUTPUT #57	*
3	O8-3	OUTPUT #58	*
4	O8-4	OUTPUT #59	*
5	O8-5	OUTPUT #60	*
6	O8-6	OUTPUT #61	*
7	O8-7	OUTPUT #62	*
8	O8-8	OUTPUT #63	*
9	DC GND	DC GND	DCG
10	I4-1	6-Ø2	I4-W
11	I4-2	6-Ø4	I8-W
12	I4-3	6-Ø6	J4-W
13	I4-4	6-Ø8	J8-W
14	DC GND	DC GND	DCG
15	I7-1	FUT 1	I1-W
16	I7-2	FUT 2	I5-W
17	I7-3	FUT 3	J1-W
18	I7-4	FUT 4	J5-W
19	I7-5	INPUT # 52	*
PIN	SOURCE	FUNCTION	DCG
20	I7-6	INPUT # 53	*
21	I7-7	INPUT # 54	*
22	I7-8	INPUT # 55	*
23	I8-1	INPUT # 56	*

24	I8-2	INPUT # 57	*
25	I8-3	INPUT # 58	*
26	I8-4	INPUT # 59	*
27	I8-5	INPUT # 60	*
28	I8-6	INPUT # 61	*
29	I8-7	INPUT # 62	*
30	I8-8	INPUT # 63	*
31	DC GND	DC GND	DCG
32			
33			
34			
35			
36			
37	DC GND	DC GND	DCG

6. Output File #1 Modifications:

The output file as defined by CalTrans Standards shall be modified to enable the use of an 18 Channel Conflict Monitor. It shall be made compatible with the use of an Eberle Design Inc.'s Model 2018KCLip. Additional wiring for Channel 17 and 18 signals shall be added. The Yellow and Green signal wires shall be made available but labeled and capped for future use. The Red signal wires shall be terminated to the same AC+ source point as that feeding the Red Enable Signal input. The following are the signals required for compatibility:

PIN	FUNCTION	TERM
14	Channel 17 Green	*
17	Channel 18 Green	*
19	Channel 17 Red	AC+
P	Channel 17 Yellow	*
T	Channel 18 Yellow	*
W	Channel 18 Red	AC+

7. Other Electronic Components:

Each cabinet shall be provided with the following electronic components:

- One (1) Conflict Monitor Unit – Eberle Design Inc. Model 2018KCLip
- Two (2) Model 204 Flashers
- Twelve (12) Model 200 Switch Packs
- Four (4) Flash Transfer Relay
- One (1) Model 206L Power Supply
- Fourteen (14) Model 222 Two-channel Loop Detectors
- Three (3) Model 242 Two-channel DC Isolators

TYPE 334L HUB/COMMUNICATION CABINET ASSEMBLY

If called for in the plans, the Type 334L Hub/Communication cabinet shall meet the following:

1. Assembly shall meet the requirements of Caltrans Transportation Electrical Equipment Specifications (TEES) dated March 12, 2009. The Cabinet Assembly shall consist of but not limited to the following:
 - a. Housing #1 – Clear Anodized
 - b. Mounting Cage #1
 - c. Fan and thermostat assembly
 - d. Service Panel #1
 - e. Service Panel Assembly
 - f. All other associated wiring, hardware and foundation bolts.
2. In addition to the Caltrans Standard TEES requirements, the following shall be provided:
 - a. **Cabinet Lights**

Each cabinet shall be equipped with two (2) fluorescent lighting mounted inside the top front and rear portion of the cabinet. A door actuated switch shall be installed to turn the cabinet lights on when either the front or rear door is opened. The door switches shall be on a separate circuit by itself; and used only to turn on the cabinet light.
 - b. **Pullout Drawer/Cabinet Print Holder Assembly**

A pullout drawer shall be installed in the cabinet cage. The drawer shall be 17" long by 12" long wide by 1 ¾ in. deep. It shall have a hinged top that covers the storage box area and also provides a smooth surface to write on.
 - c. **Other Electronic Components:**

A Switched Rack Power Distribution Unit mounted on the Cabinet cage. This network manageable device shall allow programmable control of eight power outlets. Model shall be an APC Model AP7900.

TRAFFIC SIGNAL CONTROLLER

If called for on the plans, the controller shall meet the following:

Traffic signal controllers shall be a Safetran ATC 2070C controller complying with the latest Caltran's TEES requirements. The Model 2070 Unit for operation within a 332 cabinet shall consist of:

- a. Unit Chassis
- b. 2070-1C CPU Module (ATC Engine Board)
- c. 2070-2E Field I/O Module
- d. 2070-3B Front Panel Module
- e. 2070-4A Power Supply Module

In addition, the Controller must be preloaded with the latest release of an Econolite ASC3-2070 Firmware.

The City may request the controllers to be delivered to Traffic ENGINEERING two

weeks prior to any scheduled traffic signal turn on for testing and configuration without any affect upon the controller's manufacturer warranty.

EXCAVATING AND BACKFILLING

Excavating and backfilling shall conform to Section 86-2.01, "Excavating and Backfilling" of the CSS and these Special Provisions.

All excavated material shall be removed from the site and backfilled with compacted crushed aggregate base material topped with temporary asphalt concrete on the same working day as removed. A temporary alternative to backfilling, with permission of the ENGINEER, shall be the placement of steel plates with temporary asphalt concrete ramping at edges of the steel plates. Such plating shall not be allowed for more than five (5) working days, after which backfill shall be required.

Traffic signal pole foundations, sign foundation locations, tree root balls, utility potholing locations, and other excavations allowed by the ENGINEER, shall be backfilled in accordance with Section 19-3, "Structure Excavation and Backfill" of the CSS, to a relative compaction of 95 percent, or by use of the Slurry Backfill method described below. The Contractor may choose either method for backfilling any of the excavations listed above to the bottom of the existing or proposed roadway structural section, sidewalk structural section, parking lot structural section; or as directed by the ENGINEER. A combination of methods shall not be allowed for any individual excavation and backfill location.

Slurry backfill: Use of a one-sack cement and sand slurry provided by a commercial ready-mix concrete vendor. The slurry shall be placed in conformance with Section 51, "Concrete Structures", of the CSS and shall be placed "in the solid" and monolithic from the bottom of the excavation to the bottom of the existing or proposed roadway structural section, sidewalk structural section, or parking lot structural section; or as directed by the ENGINEER.

FOUNDATIONS

Foundations for controller cabinets, standards, posts, and pedestals shall also conform to the provisions in 86-2.03 "Foundations" of CSS, and these Special Provisions.

All material removed for pole foundations shall become the property of the Contractor and shall be disposed of outside the site of work by and at the expense of the Contractor.

The height of foundations shall be 18" above grade for Type P cabinet and 4" above grade for Type 332 cabinet.

Foundation concrete shall be vibrated to eliminate air pockets.

Contractor shall define exact location of all utilities in the vicinity of the new foundations, by hand digging if necessary. After all utilities are established, Contractor shall contact the ENGINEER for authorization of specific foundation location. Foundations shall be hand-dug until clear of obstructions.

Foundations for traffic signal and luminaire mast arm poles shall be constructed to ensure that the traffic signal or luminaire mast arm is perpendicular (with a tolerance of 2° from perpendicular) to the adjacent tangent curb face or to the alignment as shown on the plans. Foundations that do not provide the proper alignment of the traffic signal or luminaire mast arm (as specified above) shall be completely removed and reconstructed at the Contractor's expense. **The Contractor shall verify the proper alignment of the traffic signal pole or electrolier foundation anchor bolts prior to placement of Portland cement concrete.**

As included in the contract documents, the Contractor shall locate and install foundations as directed by the ENGINEER. No foundation shall be located within five feet of a water meter or fire hydrant.

The top two inches of the concrete foundation shall be grouted after they are in position. The exposed portions of the foundations shall be formed to present a neat appearance.

Replace pavement or sidewalk in kind to match existing material, color and pattern, from score mark to score mark, after foundations have been installed.

STANDARDS, STEEL PEDESTALS AND POSTS

Standards, steel pedestals and posts shall conform to the provisions in Section 86-2.04, "Standard, Steel Pedestals and Posts" of CSS and these Special Provisions.

The ENGINEER shall approve the location of all standards, steel pedestals, and posts in the field, prior to installation.

Contractor shall furnish all new nuts, bolts, washers, foundation anchors, pole caps, hand hole covers, and other hardware, as required to provide the intended installation, for all Contractor-furnished or relocated equipment. Nuts, bolts, washers, foundation anchors, pole caps, hand hole covers and other hardware shall comply with the CSS, CSP, these Special Provisions, and the Plans.

CONDUIT

Traffic signal, interconnect communications, and roadway lighting conduit shall conform to the provisions in Section 86-2.05, "Conduit", of CSS and these Special Provisions.

Traffic signal conduit shall be schedule 80 PVC unless shown otherwise on the plans. SCE service conduit shall be Schedule 40 PVC unless otherwise noted. Insulated bonding bushings will be required.

All conduits, excluding SCE service conduits, shall be installed at the depth not less than 42" below finished grade. Only when conduits are to be installed between adjacent pull boxes, from traffic signal pole to pull box or pull box to cabinet where the in-between distance is too short to meet the 42" depth and the 45-degree sweep requirements, the conduit may be installed at lower depth but not less than 18" below finished grade.

Unless shown otherwise on the plans, the minimum size of conduit shall be:

1. 2" between an electrolier and the adjacent pull box
2. 2" between a pedestrian push button post and the adjacent pull box
3. 2" between a 1A signal standard
4. 3" between signal standard with mastarm and the adjacent pull box
5. 2-4" between a controller cabinet and the adjacent pull box
6. 2" for advanced inductive loop detector runs
7. 2" between an overhead sign and the adjacent pull box
8. 3" for street crossings containing traffic signal conductors
9. 3" for traffic signal interconnect cable (SIC) only
10. 3" between pull boxes not otherwise specified

Curb terminations shall be as shown on CSP ES-5E, Type A, except that conduit shown in CSP ES-5E, Type A shall be 2" (53 mm).

A Bull-Line pull tape or equivalent with a minimum tensile strength of 500 pounds shall be installed in all conduits.

The ends of conduit and conduit fittings shall be provided with insulated and galvanized bonding bushings. After conductors have been installed, the ends of conduits shall be sealed with industry grade sealing compound.

Conduit installation by "Trenching in Pavement Method" shall not be allowed within the traveled way of any public street without prior written authorization by the ENGINEER.

If a conduit is bored or jacked across existing sewer mains, the contractor shall conform to the following requirements:

1. Pothole to determine location and depth of the sewer mains.
2. Visual confirmation by City Inspector shall be done during the boring/jacking of the conduit across the sewer mains for any damages prior to back filling the pothole.
3. If visual confirmation is not done, the contractor shall perform Video Inspection of Sewer Mains per the following specifications:

VIDEO INSPECTION OF SEWER MAINS

The contractor shall use closed circuit television (CCTV) equipment to verify that City sanitary sewer mains have not been impacted. This includes all mains that appear on the plan of construction drawings as possible points of interference, regardless of the relative elevation of the sewer and what is believed to be the elevation of the newly constructed facility.

The contractor shall use equipment specially designed and constructed for sewer inspection and televising. The camera must have light sources of suitable illumination output to provide a clear picture of the entire periphery of pipe. The camera must be able to be rotated to a position that will assure that the total periphery of the sewer is in focus at all times, regardless of the diameter of the pipe being inspected. The camera, transport system, and other components of the video system shall be capable of producing a picture adequate for the purposes of the inspection as stated herein. Video runs showing condensation or submersion

of the lens, poor or out-of-focus images, poor audio, or otherwise poor image quality shall be cause for rejection and may necessitate re-televising at the consultant's expense if the City determines the video run is not of acceptable quality.

A cable footage counter, accurate to within one (1) foot in 1000 feet, shall be used and shall be indicated on the monitor and recorded on the video. The date of inspection, continuous forward and reverse readout of camera distance from referenced access hole, the **City supplied upstream and downstream manhole identification number** with an arrow indicating the direction of flow, the size of the pipe, the name of the street, the time of day and the project or location name as supplied by the City shall be displayed continuously on the monitor and recorded on the video. **The use of non-standard or incorrectly numbered manholes by the contractor on the video overlay is cause for rejection of the digital video and any costs associated with re-videoing of the main that are necessitated by the contractor's failure to use designated naming conventions will be borne entirely by the contractor.** The footage relative to the center of the manhole at the start of each run shall be set to accurately reflect a center of manhole starting position of 0.00 feet regardless of where along the pipe and at what footage the run begins. All video operations shall begin at a manhole adjacent to the most likely point of interference and unless blocked by an impassable obstruction, shall end at the closest upstream or downstream manhole or cleanout structure. **Under no circumstances shall the contractor deliver to the City a video of a survey that was otherwise abandoned.** If the camera cannot pass the entire sewer reach from its point of insertion, the reach shall be inspected from both directions. The consultant shall notify the City immediately of any such obstruction so that it may be repaired or mitigated by the City and/or the contractor and complete inspection of the pipe may proceed.

Camera inspection of sewer mains with high volumes of flow (pipe running 1/3 full or more) may, with prior consent of the City, be done at night between the hours of 10 p.m. and 5 a.m. No added compensation shall be allowed for night work. Notwithstanding, **the consultant shall always use whatever mechanical means are available, including modification or changing of the camera wheels or treads, to insure that the image is recorded in an upright, un-rotated position.** The City reserves the right to reject any videotape where changes in the orientation of the camera could have been corrected by such modifications or by performing the work during periods of low flow.

CCTV recordings shall be provided to the City as a digital Mp4, MPEG, or MOV file stored on a USB key, CD, DVD, or approved alternate.

Cost for video inspection if required, shall be considered as included in other bid items.

PULL BOXES

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes" of CSS, CSP ES-8 and these Special Provisions.

Pull boxes' size shall be Number 6 except where shown otherwise on the plan or as directed by the Traffic ENGINEER. Bottoms shall be bedded in crushed rock. Pull boxes shall not be grouted. Pull boxes shall be polymer concrete reinforced with heavy-weave fiberglass and plastic lining. Pull box covers shall be lightweight (Christy Fibrelyte, or approved equal).

Pull boxes adjacent to Traffic Signal poles shall have 10 foot ground rod with ground clamp and shall be fastened to bare grounding conductor from Traffic Signal pole.

New pull boxes shall not be installed within any curb access ramp. No new pull box shall be located within five feet of a water meter or fire hydrant.

Replace sidewalk in-kind to match existing material, color, and pattern, from score mark to score mark after pull boxes have been installed.

CONDUCTORS AND CABLES

Conductors shall conform to the provisions in Section 86-2.08, "Conductors and Cables" of CSS and these Special Provisions.

New and modified traffic signals shall utilize multiple conductor traffic signal cable conforming to the provisions in Section 86-2.08D, "Signal Cable" of CSS, the plans and Special Provisions.

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans.

Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC. The 12 CSC and 3 CSC cables shall be run continuous between terminal block terminals and traffic signal controller cabinet load switch bay terminals. Splices will not be allowed and no daisy-chaining of traffic signal cables shall be permitted.

Mastarm mounted traffic signal indications shall be connected to the side mount vehicle indication terminal box using a 5 CSC. Three section and four section vehicle indications shall use a single 5 CSC. Five section vehicle indications shall use 2-5 CSC. 5 CSC shall be run continuous between the signal indication and the side mount vehicle indication terminal box and no splicing will be allowed. Multiple indications for the same vehicle phase shall not use the same 5 CSC. Each CSC shall be labeled in a permanent, color-coded manner at the side mount vehicle indication terminal box, such that the vehicle phase and placement are noted on the cable. For example, Ø2 Inboard would indicate the cable serving the indication closest to the traffic signal mastarm pole.

WIRING

Wiring shall conform to Section 86-2.09, "Wiring", of CSS and these Special Provisions.

If necessary, multiple lighting circuit conductors can be soldered and insulated by "Method

B" as shown in CSP ES-13A. Conductors No. 8 AWG or larger shall be spliced by the use of "C" shaped compression connectors and soldering.

Compression-type terminals (spade or eyelet) shall not be permitted for termination on solid conductors.

BONDING AND GROUNDING

Bonding and grounding shall conform to the provisions in Section 86 and Section 87, of CSS and these Special Provisions.

VEHICLE SIGNALS

All new vehicle signal indications shall be 12" nominal diameter. All new signal indications shall be Light Emitting Diode (LED), as specified elsewhere in these Special Provisions.

All new signal section housings shall be provided with visor and backplate. Signal section housings, visors, and backplates shall be metal. All visors shall have twist-on attaching ears to facilitate installation.

The stainless steel machine screw shall have anti-seize compound (NOA-Lox or Agency approved equal) applied before installation. The door shall be equipped with a neoprene gasket, permanently secured, to prevent water from entering the terminal compartment.

Side mounted signal heads shall be mounted on the side away from the traveled roadbed. The Contractor shall furnish and install new mounting hardware as required to provide for the intended design and operation.

COUTDOWN PEDESTRIAN SIGNAL

Pedestrian signals shall conform to the provisions in Section 86-4.03, "Pedestrian Signal Faces" of CSS and these Special Provisions.

Pedestrian signal shall be LED countdown type with 9" high number (GE model PS7-CFF1-26A-J or approved equal). Pedestrian signal indication housings shall be metal, mounted with Type Z- crate front screens. Pedestrian signal housings shall be furnished with a terminal compartment identical to that specified elsewhere in these special provisions.

LIGHT EMITTING DIODE (LED) MODULES

Light emitting diode (LED) signal and pedestrian modules shall conform to the provisions in sections 86-4.01D of CSS and these Special Provisions.

LED signal modules shall be manufactured by Dialight or Agency approved equal.

Written warranty must be provided by manufacturer for full replacement of the luminaire due to any failure for a minimum period of fifteen (15) years.

The LED signal module manufacturer shall provide a detailed written warranty issued by

the factory of module origin with the following minimum provisions:

- Modules shall, at the manufacturer's option, be repaired or replaced if the module fails to function as intended due to workmanship or material defects within the first 15 years from the date of delivery.
- Modules shall, at the manufacturer's option, be repaired or replaced if the module exhibit luminous intensities less than the minimum specified values within the first 15 years of the date of delivery.

VEHICLE DETECTORS

Detectors and detector lead-in cable shall conform to the provisions in Section 86-5, "Detectors" of CSS and these Special Provisions.

Loop wire shall be Type 2. Loop detector lead-in cable shall be Type B.

Loop sealant can be Asphaltic Emulsion Sealant or Hot-Melt Rubberized Asphalt Sealant.

Unless shown otherwise on the plans, all new inductive loop detectors shall be round, 6' (1.8 m) diameter, per CSP plan ES-5B, Type E.

All loop connection shall be in series only.

Bicycle Loop Detectors in Vehicle lane shall be per CSP Type D Circular. Bicycle Loop Detectors in Bicycle lane shall be per CSP Type Q.

All new or modified loop curb terminations shall be Type A as shown in CSP ES-5D. Curb termination conduit shall be 2" (53mm).

If any inductive loop detector wires or loop detector lead-in cables are to be left un-terminated in a pull box for more than a 24-hour period, the ends shall be securely taped and sealed with an electrical insulating coating.

PEDESTRIAN PUSH BUTTON ASSEMBLIES

Pedestrian Push Button Assemblies shall conform to Section 86-5.02, Pedestrian Push Button Assemblies, of the CSS and these Special Provisions.

Unless shown otherwise on the plans, Pedestrian Push Button shall be Type B

Pedestrian push button assembly shall be ADA compliant furnished with stainless steel tamper- proof screws. Pedestrian push button assembly shall consist of 5"x7" housing (Color: Green), 2" ADA Moving Push Button (Color: Green, Button: Silver Stainless Steel) and Caltrans standard 5" by 7.5" R62D sign. The Pedestrian Push Button Assembly shall be installed at ADA standard height of 42", measured from top of sidewalk to center of push button.

When an Audible Pedestrian Signal (APS) system is required, the Contractor shall furnish and install Polara EZ Communicator Navigator 2-wire APS system as shown on the plan.

The APS system shall include Polara EZ Communicator Navigator Push Button Station (EN2 5AN0-B-BD- EB), Central Control Unit (CCU2EN) and E-Configurator and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans.

All exposed fasteners shall have anti-seize compound (NOA-Lox or Agency approved equal) applied before installation.

VIDEO DETECTION SYSTEM

When video detection is required, the Contractor shall furnish and install rack mounted Video Detection System as shown on the plan. The system shall include video detection equipment and cameras, modules and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans.

Video Detection Cameras are to be Iteris brand as used throughout the City of Costa Mesa. The Contractor is to coordinate with the City ENGINEER and submit the model type for approval before furnishing and installing any video detection equipment.

EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM

When Emergency Vehicle Preemption is required, the Contractor shall furnish and install a rack mounted Global Traffic Technologies (GTT) Opticom™ Infrared System as shown on the plans. Phase selectors shall be Model 762 or 764, as shown on the plans. Detectors shall be Model 711, 721, or 722 as shown on the plans.

Detectors shall be mounted on the traffic signal mast-arm unless noted otherwise.

The EVP cables shall be GTT Opticom™ Model 138. EVP cables shall be labeled in a permanent, color-coded manner in each pull box and the traffic signal controller cabinet indicating the vehicle signal phase and direction. EVP cables shall not be spliced.

LIGHT EMITTING DIODE (LED) LUMINAIRES

All new luminaires shall be light emitting diode (LED), I.E.S. Type III distribution, full cut-off, as shown on the plans. All new luminaires shall be Leotek GC1-60F-MV-NW-2-GY-700 GreenCobra™ LED Street Light. Each luminaire shall be equipped with photoelectric control.

Written warranty must be provided by manufacturer for full replacement of the luminaire due to any failure for a minimum period of seven (7) years. Luminaires shall, at the sole discretion of the City, be repaired or replaced if the luminaire fails to function as described in the above specifications for a period of eighty-four (84) months from date of installation. All luminaires shall be SCE prequalified.

CONDUCTOR LABELING

Conductors shall be labeled in all pull boxes and in the traffic signal cabinet.

a) Labeling Convention:

- a. Conductor Signal Cable shall be labeled to indicate cable size and signal phases (Ex. 12 CSC, P1&6 for 12 conductor cable, phases 1 & 6).
- b. Detector Lead-In cable shall be label to show detector designation per plan (Ex. DLC 1-P2, DLC 2-P2).
- c. System Detection Lead-In cable (SDLC) shall be labeled to show detector designation per plan (Ex. SDLC-SD1 for system detection SD1)
- d. Signal Interconnect cable (SIC) shall be labeled to size and content (Ex. 12PR#19).
- e. Video Detection (VD) cable shall be labeled to indicate video camera and phase or power (Ex. VD-P8 for phase 8 video camera cables or VD-P8 PWR for phase 8 Video camera power cable).
- f. Emergency Vehicle Pre-emption Cable shall be labeled to indicate EVP and phase or power (Ex. EVP-A for EVP cable channel A or EVP-A PWR for EVP power cable).
- g. Closed Circuit Television (CCTV) cable shall be labeled to indicate camera or power (Ex. CCTV-1 for CCTV camera 1 or CCTV-1 PWR for CCTV 1 power cable).
- h. Changeable Message Signs cable shall be labeled to indicate sign or power (Ex. CMS-1 for sign 1 or CMS-1 PWR for sign 1 power cable).
- i. Individual traffic signal conductor or street lighting conductor shall not be labeled in the pull boxes. Traffic signal conductor shall be labeled to show phase in the traffic signal cabinet only.

b) Method of Labeling:

a. In Pull Boxes:

Labels shall be produced using tape designed for outdoor use.

b. In Traffic Signal Cabinet:

All conductors and cables in the cabinet shall be labeled, including individual traffic signal conductors from CSC.

PHOTO ELECTRIC CONTROLS

The Contractor shall furnish and install Type V photoelectric controls on all luminaires.

OVERHEAD REFLECTIVE STREET NAME SIGNS (RSNS)

All sign layouts shall be the contractor's responsibility and shall be in accordance to the City layout guideline. All signs shall be made in accordance with drawings furnished by the City and these Special Provisions. All sign layouts must be approved by the City prior to final production.

A. GENERAL

All items shall be new. The materials and workmanship shall be the best quality

for the purpose.

The contractor shall replace any sign delivered under this contract which does not conform to these specifications at no cost to the City.

B. DETAILED REQUIREMENTS

1. Base Metal:

The base metal substrate shall be new sheet aluminum alloy 3003-H14 or 5052-H32.

The thickness of the aluminum shall be 0.05" (1 mm). The material shall be subject to inspection prior to degreasing and chromate conversion coating operations. Alloy and temper designations shall be verified in mill test certifications.

All sign panel edges shall be shear-trimmed or roll-slit to produce neat edges and square corners. Sign panel edges shall be straight within 1/32" (1 mm) from the straight plane. Edge delaminating or incomplete coverage of the base metal substrate up to and coincident with the cut edge of the sign panel shall be sufficient basis for rejection of the entire sign panel.

All treatment tanks and/or spray-applied systems must be performed on the contractor premises, to ensure proper adhesion of reflective sheeting materials. All treatment tanks or spray-applied systems shall be charged with fresh chemicals at least once a year. If pretreatment is performed by immersion methods, the tanks must be sufficient size to accommodate the complete panel. Titration equipment shall be available for the inspectors to check the solutions strengths. The cleaned and coated base metal shall be handled only by a mechanical device or by operators wearing clean cotton or rubber gloves. After cleaning and coating operations, the panels shall be protected at all times from contact or exposure to grease, oils, dust or other contaminants.

The front and back surfaces of the aluminum base metal shall be cleaned, deoxidized, and coated with a light tightly adherent chromate conversion coating free of any powdery residue. The base metal pretreatment process shall be in conformance with Section 5, "Recommended Processing methods" of ASTM Designation B-449. The coating weight shall be 30-100 mg/sq.ft. (285 – 950 mg/sq.m.), A class 1 coating.

2. Sign Message and Reflectorized Material:

Sign panels with identical legends shall be displayed on both sides of the sign frame unless otherwise indicated.

Letter size, style, spacing, arrows, and figures shall conform to the current standards established by the state of California, Department of

Transportation.

- a. The legends or street name shall be 8" (200 mm) upper case and 6" (150 mm) lower case. Series D shall be used.
- b. Street suffixes and block number will be 4" (100 mm). Series D shall be used.
- c. 1" (27 mm) border.
- d. Message layout shall be per attached drawing. Side margins and spacing may be compressed when necessary to stay within sign length.

3M Diamond Grade DG3 Series 4000 or equivalent shall be used on both fore and background. **The standard color shall be white legends, letters, borders, etc., on a screened green background.** No cut out legends, letters or border shall be used.

3. Sign Frame & Panel Construction:

The width of the sign shall be 18" (450 mm). Length to be determined by the text and shall not be less than 48" (1200 mm) or more than 96" (2400 mm)

a. Frames:

The frame shall be aluminum channel extrusion, 1.25" x 1.25" x .125" (35 x 35 x 3 mm) wall thickness. Alloy 6063-T5. All joints of the aluminum channel shall be welded with an inert gas shielded- arc welding process using 4043 electrode filler wire in accordance with good shop practice. The width of the filler wire shall be equal to the wall thickness of the channel being welded.

The top of the frame will have two 2" x 2" x .250" (53 x 53 x 6 mm) wall thickness channel members welded and fastened to the frame with stainless steel bolt, washer, lock nuts and cotter pins. The adjustable swing assembly will be attached to these members.

b. Assembly:

A sign panel shall be fastened to both sides of the channel frame to make a double-faced unit. Each sign panel must be a continuous sheet, no vertical or horizontal splices to make up one panel.

The sign panels shall be affixed to the frame with 3/16" (5 mm) diameter blind pop rivets, alloy 5052, or a type approved by the City. They must be aluminum approved. The exposed face of the rivet shall be of similar shade and compatible with face color of the finished sign. The rivets shall be placed through the face of the sign with the wall of the channel placed against the back of the sign panel. Rivets shall be placed no closer than 1/2" (13 mm) from the edge of

the sign panel and a maximum of 8" (200 mm) apart from one another. All rivets must penetrate the web of the channel frame for proper grip strength between sign panel and frame.

The swing hinge is attached to the 2" x 2" (53 x 53 mm) channel member with a 1/4" (7 mm) stainless steel bolt and bronze bushing, and then secured with any-lock nut.

4. Mounting Assemblies:

The top of the sign frame shall have two free swinging mounting brackets. They shall be of all aluminum, bronze, and stainless steel parts. The 5" (125 mm) long stainless steel bolt for fine adjustments shall have nuts and lock washers, or self-locking nuts and cotter key. Dampening springs are required. The bracket assembly shall permit the sign to swing perpendicular to the support hardware.

The aluminum mounting brackets shall be adjustable (Safeway EZ-B 1321 Bracket Assembly or MD Solutions Inc. Oscillating Mast Arm Bracket-Adj or equivalent).

When installation of the sign to the mast arm is complete, the sign should swing freely 90 degrees in both directions when moved by the installer.

5. Finish:

The finished sign shall be flat within a ratio of 0.40" (10 mm) per linear foot when measured across the plane of each panel from opposite corners or at any location on the panel. All finished signs shall have a smooth flat surface without defects or objectionable marks of any kind on either the front or the back faces. All letters and designs shall be clearly cut and sharply defined.

The appearance of the sign face shall be uniform throughout and shall be free of wrinkles, gel, hard spots, streaks, extrusion marks, air bubbles or blemishes that may impair the serviceability, detract from the general appearance or color-matching of the sign when viewed from a distance of twenty-five (25) feet (7.5 m).

The finished sign shall be clean and free from all burns, sharp edges, loose rivets and aluminum marks.

Signs with any defects or damage that affect their appearance and serviceability will not be acceptable. All metal parts shall be fabricated in a uniform and quality workmanlike manner with all sign surfaces and edges free of defects. No repairs shall be made to the face sheet without the approval of the City inspectors.

REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

Salvaging and stockpiling electrical equipment shall conform to the provisions in Section 86-7, "Removing, Reinstalling or Salvaging Electrical Equipment" of CSS, and these Special Provisions.

When called for on the plan, salvaged equipment shall be delivered to the City of Costa Mesa Maintenance Yard. The Contractor shall notify the City a minimum of two working days prior to delivery of salvaged equipment.

Existing equipment removed and not to be reused or salvaged to the City of Costa Mesa shall become the property of the Contractor and shall be removed from the site by the Contractor. The Contractor shall provide all labor, equipment, and materials necessary to remove, salvage, transport, and dispose of equipment not reused.

All reused or relocated vehicle and pedestrian heads shall be painted to match new equipment color.

COMMUNICATION CABLES

A. Signal Interconnect Cable

Signal Interconnect Cable (SIC) shall be AWG#22 and conform to IMSA Specification 40-2, REA Specification PE-39 and the following:

SIC shall not be spliced unless shown otherwise on the plan. The number of pairs to be provided shall be as shown on the plans. The ends of unused SIC conductors shall be folded back and taped securely to the cable

Where splicing is required, the Contractor is responsible for supplying the splice closures and all accessories including bond connectors and proper end plates to provide splices as recommended by the manufacturer.

Manufacturer recommended lubricant shall be applied to the cable to reduce friction between the cable and the duct. Mechanical aids and pulling cable or ropes shall be used as required.

Personnel shall be stationed at each cabinet, splice vault and/or pull box through which the cable is to be pulled to observe and lubricate the cable.

At least ten feet of slack shall be provided at each pull box. The shield shall be grounded at each trunk splice and at every terminus point.

The cable shall be securely fastened in-place within pull boxes, vaults, and/or cabinets.

The cable shall not be stressed beyond the Manufacturer's minimum bending radius at any time.

All exposed cable ends shall be protected from moisture ingress.

Following installation of the cable in the duct, all duct entrances at pull boxes, vaults and cabinets shall be sealed with duct sealing compound to prevent the ingress of moisture, foreign materials, and rodents.

Cable markers shall be used to identify the cable and pair-count.

The Contractor is responsible for all testing and documentation required to establish approval and acceptance of the production, installation and operation of fabrication materials and installation hardware. The following identifies the specific quality control requirements for this specification.

Cables shall be tested at the factory to ensure the cable complies with the specifications.

Reels of cable shall be tested for insulation breakdown and continuity prior to installation in ducts.

As a post-installation check, the Contractor shall measure the continuity and insulation breakdown of the cable pairs in each length of cable after installation, prior to connection. The Contractor shall measure these parameters on a minimum of two pairs selected by the ENGINEER. The same pairs shall not be measured on consecutive lengths.

The Contractor shall record the reel number from which the cable came, the identification of the pairs measured, and the results of continuity and insulation tests.

The Contractor shall carry out system integration testing to ensure that the twisted-pair cables perform as specified when used in operation with equipment installed under the contract.

Where splicing is required inside the pull box or splice vault, the Contractor is responsible for supplying the splice kits and all accessories including bond connectors and proper end plates to provide splices as recommended by the manufacturer. Unless noted otherwise, splice kit shall be COYOTE Series manufactured by Performed Line Products, (909) 949- 0661, www.performed.com. All splicing shall be done by the Contractor, the City will supply necessary wiring information or splicing diagram.

Individual wire splicing shall be done using weather resistant connector (AMP Picabond Connector, Part number 61226 from Tyco Electronics Corporation, <http://www.te.com/usa-en/product-61226-3.html>).

B. Fiber Optic Cable

This work consists of installation of Single Mode Fiber Optic Cable per plan.

This work shall be in accordance with the Plans, Section 86 of the Caltrans Standard Plans & Specifications and these Special Provisions.

Each fiber optic cable for this project shall be Corning Cable Systems, ALTOS Lite Gel-Free Cables, Single-Jacket/Single-Armor type, loose tube and contain single mode (SM) dual- window (1310 nm and 1550 nm) fibers as shown on the Plans and shall conform to these special provisions.

The drop cables shall be connectorized with SC connectors in the cabinets. This shall require additional aramid strength members in the cable or the use of furcation tubing at the terminus.

1. Quality Assurance Provisions

Documentation of factory test results shall be provided to the ENGINEER for approval prior to shipping.

The attenuation of 100 percent of the fibers shall be tested by the Manufacturer and certified as satisfying the requirements of this specification. A copy of the test results for each fiber in the cable shall be provided with each reel of cable.

Attention is directed to "Fiber Optic Testing," elsewhere in these special provisions.

The Contractor shall furnish a Manufacturer's certification that the fiber optic cable materials proposed for use on this project will meet all applicable special provisions.

The material shall not be installed in the field prior to the ENGINEER's approval.

2. Installation

Installation procedures shall conform to the procedures specified by the Manufacturer of the specific cable being installed.

Prior to installing the optical fiber cable, the Contractor shall test the cable on the shipping reel. The Contractor shall submit the manufacturer's recommended procedures for pulling the fiber optic cable to the ENGINEER for review and approval at least 20 working days prior to installing cables. Mechanical aids may be used to assist cable installation. A tension measuring device or break away swivel shall be placed between the end of the cable grip and the pull rope, to ensure that the tension does not exceed 80 percent of recommended tension or 2225 N, whichever is less. The cable grips for installing fiber optic cable shall have a ball bearing swivel to prevent the cable from twisting during installation.

The fiber optic cable shall be installed using a cable pulling lubricant recommended by the fiber optic cable and/ the innerduct manufacturer and a non-abrasive pull tape conforming to the provisions described under "Conduit" elsewhere in these special provisions. Contractor's personnel shall be stationed at each splice vault and pull box through which the cable is to be pulled to lubricate and prevent kinking or other damage.

During cable installation, the bend radius shall be maintained at a minimum of 20

times the outside diameter of the cable.

Splices shall only be allowed at cable transitions, such as, changes in the size of cables or at entry points for drop-cables. Splice closures shall be required at every junction point and at every device being serviced by the fiber optic cable as indicated on the fiber optic conductor schedules. At each splice closure, all useable fibers in the cable shall be continuously spliced as indicated on the plans. The end-to-end attenuation of the completed cable plant shall not exceed 8 dB from the termination point of the fiber to the City of Costa Mesa Traffic Management Center. A minimum of 15 feet of slack shall be maintained on either side of any splice enclosure.

Following installation of the cable in duct, all duct entrances in cabinets, pull boxes and vaults shall be sealed with duct sealing compound to prevent the ingress of moisture, foreign materials and rodents.

3. Splicing

All fiber optic splices shall use the fusion method. The mean bi-directional splice loss of any splice shall not exceed 0.15 dB. The termination splices shall connect the fiber optic cable span ends with pigtails. The termination splices shall be placed in a splice tray. The individual fibers shall be looped one full turn within the splice tray to avoid bending losses.

A 2-inch minimum bending radius shall be maintained during installation and after final assembly in the optical fiber splice tray. Each fiber shall be individually restrained in the splice tray. The optic fibers in buffer tubes and the placement of the optical fibers in the splice tray shall be such that there is no discernable tensile force on the optical fiber.

All splices shall be protected with a thermal shrink sleeve or approved equivalent.

All fibers shall be labeled in the splice tray with permanent vinyl markers. Pigtail ends shall also be labeled to identify the destination of the fiber.

4. Field Splice Closures

Where splicing is required inside the pull box or splice vault, the Contractor is responsible for supplying the splice closure and all accessories including bond connectors and proper end plates to provide splices as recommended by the manufacturer. Unless noted otherwise, splice closure shall be Corning Splice Closure part number SCF-6C22-01-72. All splicing shall be done by the Contractor, the City will supply necessary splice detail information or splicing diagram.

5. Connectors

The fiber optic connectors shall be the ceramic ferrule SC type for single mode applications.

All fiber optic connectors shall be the 2.5 mm SC connector ferrule type with Zirconia Ceramic material with a PC (Physical Contact) pre-radiused tip.

Field terminations shall be limited to splicing of adjoining trunk cable ends and pigtail breakouts. The pigtails shall utilize factory installed SC connectors.

6. Fiber Optic Testing

A. General

Testing shall include the tests on elements of the passive fiber optic components: (1) at the factory, (2) after delivery to the project site but prior to installation, (3) after installation but prior to connection to any other portion of the system, and (4) during final system testing. All active components shall be tested after installation. The Contractor shall provide all personnel, equipment, instrumentation and materials necessary to perform all testing. The ENGINEER shall be notified in writing a minimum of two working days prior to all field tests. The notification shall include the exact location or portion of the system to be tested.

Documentation of all test results shall be provided to the ENGINEER for approval within two working days after the test involved. The Contractors attention is directed to "As- Built" elsewhere in these special provisions, regarding the requirements for recording test results.

Attenuation tests shall be performed with an OTDR capable of recording and displaying anomalies of 0.2 dB as a minimum. Single mode fibers (SM) shall be tested at 1310 nm and 1550 nm.

The OTDR shall have a printer capable of producing a verifying test trace with fiber identification as shown in the sample "Link Loss Budget Work Sheet", numerical loss values, the date and the operator's name. It shall also have a DOS based 3.5 inch- disk recording capability that has associated software to do comparisons and reproductions on 8.5 inch x 11 inch paper, via a personal computer.

Prior to arrival of the cable, the Contractor shall provide detailed test procedures for all field testing to the ENGINEER. The procedures shall include the tests involved and how the tests are to be conducted. These test plans shall be subject to the approval of the ENGINEER. The procedures shall include the tests involved and how the tests are to be conducted. Included in the test procedures shall be the model, manufacturer, configuration, calibration and alignment procedures for all proposed test equipment.

B. Factory Testing

Verification of the fiber specifications as listed in the Fiber Characteristics Table shall be supplied by the Manufacturer with the appropriate documentation. After cabling, before shipment but while on the shipping reel, 100 percent of all fibers

shall be tested for attenuation. Copies of the results shall be (1) maintained on file at the Contractor's, Manufacturer's and Owner's place of business with a file identification number for a minimum of 10 years, (2) attached to the cable reel in a waterproof pouch, and (3) submitted to the Contractor and to the ENGINEER prior to the delivery of the cable to the job site.

C. Arrival On Site

The cable and reel shall be physically inspected by the Contractor on delivery and 100 percent of the fibers shall be tested with the OTDR for attenuation to confirm that the cable meets requirements. Test results shall be recorded, dated, compared and filed with the copy accompanying the shipping reel in a weather proof envelope. Attenuation deviations from the shipping records greater than 5 percent shall be brought to the attention of the ENGINEER in writing. The cable shall not be installed until completion of this test sequence and written approval by the ENGINEER is received. Copies of traces and test results shall be submitted to the ENGINEER. If the OTDR test results are unsatisfactory, the reel of fiber optic cable shall be considered

unacceptable and all records corresponding to that reel of cable shall be marked accordingly. The unsatisfactory reels of cable shall be replaced with new reels of cable at the Contractor's expense. The new reels of cable shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

D. After Cable Installation

After the fiber optic cable has been pulled but before breakout and termination, 100 percent of all the fibers shall be tested for continuity. Test results shall be recorded and dated. Any segment of cable that does not meet specifications shall be replaced with a new segment, without additional splices, at the Contractor's expense. The new segment of cable shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

E. Outdoor Splices

At the conclusion of splicing operations at one location, and before the closure is sealed, all splices shall be tested with the OTDR, in both directions. Splice segments shall be tested at 1310 nm and at 1550 nm. The mean bi-directional loss of individual splice losses shall not exceed 0.2 dB. Measurement results shall be recorded, dated, validated by the OTDR trace printout and filed with the records of the respective cable runs. Copies of traces and test results shall be submitted to the ENGINEER. If the OTDR test results are unsatisfactory, the splice shall be unacceptable. The unsatisfactory splice shall be replaced at the Contractor's expense. The new splice shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

F. System Verification at Completion

a. OTDR Testing

Once the passive cabling system has been installed and is ready for activation, 100 percent of the fiber links shall be tested with the OTDR for attenuation. Test results shall be recorded, dated, compared and filed with previous copies. Copies of traces and test results shall be submitted to the ENGINEER for approval. If the OTDR test results are unsatisfactory the link shall be replaced at the Contractor's expense. The new link shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

b. Test Failures

If during any of these system verification tests, the results prove to be unsatisfactory, the fiber optic cable and or defective splice enclosures will not be accepted. The unsatisfactory components shall be replaced at the Contractor's expense. The new segment of cable shall undergo the same testing procedure to determine acceptability. Copies of the test results shall be submitted to the ENGINEER for approval. The removal and replacement of a segment of cable shall be interpreted as the removal and replacement of a single contiguous length of cable connecting two splices, two connectors, or a splice and a connector. The removal of only the small section containing the failure and therefore introducing new unplanned splices will not be allowed.

CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM

When CCTV system is required, the Contractor shall furnish and install Cohu HD RISE 4220HD Series Dome Positioning Camera System (Model# 4221-1000) as shown on the plan. The CCTV system shall consist of camera/pan-tilt assembly, mounting, cables, conductors and wires, control software and video management system licensing.

1. Mounting

The Contractor shall mount the integrated camera/position unit on existing traffic signal pole as shown on plans and per manufacturer's recommendation. The Contractor shall verify the mounting requirements of the integrated camera/position unit, and the suitability of the approach depicted in these plans. The Contractor may request approval for alternate mounting details by submitting a shop drawing signed by a registered engineer.

2. Video Cable

The Contractor shall furnish and install Cohu Manufactured System cable with necessary connectors and incidental hardware from the camera to an Ethernet switch in the cabinet to establish circuit continuity. The cable shall be installed without damaging the conductors, dielectric or jacket. The cable assembly shall not be kinked

or bent tighter than the Manufacturer's recommended bending radius.

3. Testing

The Contractor shall test and document the installation and operation of all material, equipment, cables and connectors for continuity, shorts or grounds. The Contractor shall also carry out system integration testing to ensure that the video interface and camera interconnect wiring performs to the specified standards when used in operation with all other devices installed under the contract.

4. Warranty

The Contractor shall provide a warranty for all equipment installed or modified under these projects for the extended warranty period provided by the manufacturer. The warranty shall be 12 months from the time the Agency accepts the Project. The warranty on all parts and equipment used on these projects shall be provided by the manufacturer or agent of the equipment. The Contractor shall provide, at no cost to the Agency, all labor, materials, testing, and equipment required restoring the system to its fully operational condition. Following this warranty period, the Contractor shall assign to the Agency the balance of the manufacturer's warranties or guarantees on all electrical and mechanical equipment of the system.

IP COMMUNICATION SYSTEM

When required by the plan, the contractor shall supply and install necessary equipment to establish communication via IP addressing between the City Advanced Traffic Management System (ATMS) and existing field devices or field devices being installed.

Locations and equipment list to be added per project requirements

[Add the following Section:].

701-21 MEASUREMENT AND PAYMENT

All the preceding specifications shall be considered as included in the following bid items, as applicable. Payment for any items of work required by the Plans and Specifications or other reference documents that are not covered herein shall be considered as included in other bid items.

BID ITEM No. 52: Traffic Signal Modification (Harbor Blvd & Merrimac Way)

Measurement and Payment for "Traffic Signal Modification (Harbor Blvd. & Merrimac Way)" shall be per **Lump Sum (LS)** and shall include, but not limited to, all the aforementioned Work defined herein to furnish, modify and install the Signal and equipment at the Plan location, including temporary wiring, modification of conflicting conduits and conductors to maintain and provide the intended signal operation at all times, CCTV, radio communications, and IP Communication System, removal/disposal of existing improvements, and installation of the inductive advanced warning loop

detectors, and providing all labor, tools, equipment, materials, testing, and incidentals necessary for completing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans as applicable, and pursuant to Section 86 and Section 87 of CSS, latest edition, and Caltrans Standard Plan requirements, and no additional compensation shall be allowed.

BID ITEM No. 53: Traffic Signal Modification (Fairview Rd. & Merrimac Way)

Measurement and Payment for “**Traffic Signal Modification (Fairview Rd. & Merrimac Way)**” shall be per **Lump Sum (LS)** and shall include, but not limited to, all the aforementioned Work defined herein to furnish, modify and install the Signal and equipment at the Plan location, including temporary wiring, modification of conflicting conduits and conductors to maintain and provide the intended signal operation at all times, CCTV, radio communications, and IP Communication System, removal/disposal of existing improvements, and installation of the inductive advanced warning loop detectors, and providing all labor, tools, equipment, materials, testing, and incidentals necessary for completing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans as applicable, and pursuant to Section 86 and Section 87 of CSS, latest edition, and Caltrans Standard Plan requirements, and no additional compensation shall be allowed.

BID ITEM No. 54: Pedestrian Hybrid Beacon Installation

Measurement and Payment for “**Pedestrian Hybrid Beacon Installation**” shall be per **Lump Sum (LS)** and shall include, but not limited to, all the aforementioned Work defined herein to furnish and install the Pedestrian Hybrid Beacon and equipment at the Plan location, including all wiring and conduit, removal/disposal of existing improvements, and providing all labor, tools, equipment, materials, testing, and incidentals necessary for completing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans as applicable, and pursuant to Section 86 and Section 87 of CSS, latest edition, and Caltrans Standard Plan requirements, and no additional compensation shall be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

[Replace the entire Section with the following:].

BID ITEM No. 55: Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)

Work, materials and equipment shall conform to the details shown on the plans, the provisions in Section 84 “Traffic Stripes and Pavement Markings” and Section 85 “Pavement Markers”, of the Caltrans’ Standard Specifications and the City of Costa

Mesa Street Striping Standards. The installation of striping shall be between the hours of 11:00 PM and 6:00 AM, unless otherwise directed by the ENGINEER.

FLEXIBLE POSTS

K 71 Posts are to be green with white retroreflective film per plans. Posts are to be installed into the pavement at locations indicated on the plans per manufactures specifications. The Contractor shall submit the product specifications to the City ENGINEER for approval before furnishing and installing any flexible posts.

SIGN PANELS AND POSTS

The Contractor shall remove existing sign panels and post and furnish and install new sign panel and posts complete with fastening and mounting hardware at locations shown on the signing and striping plans. The panels shall conform to the City Standard Plans, State of California Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CAMUTCD), latest edition and as specified by the ENGINEER.

Posts for signs shall be 2" square perforated steel rectangular tubing, except as shown on the plans or as directed by the ENGINEER.

Sign panels to the relocated shall be installed on 2" square perforated steel rectangular tubing.

Sign panels to be salvaged shall be delivered the same day to the city. The salvaged sign panels shall be delivered to the city corporation yard, located at 2310 Placentia Avenue, Costa Mesa, CA 92627.

TRAFFIC STRIPING

Remove Traffic Stripes, Pavement Markings and Pavement Markers

Traffic stripes and pavement markings shall be removed to the fullest extent possible from the pavement by wet sandblasting or any other method approved by the ENGINEER that does not materially damage the surface or texture of the pavement or surfacing. Sand or other material deposited on the pavement as a result of removing traffic stripes and markings shall be removed on the same day as marking removal.

Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately. Traffic stripes shall be removed before any change is made in the traffic pattern and before painting new stripes and markings.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated.

Nothing in these special provisions shall relieve the Contractor from his responsibilities as provided in Subsection 7-10, "Public Convenience and Safety," of the Standard Specifications for Public Works Construction.

Pavement Striping and Markings

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the ENGINEER. Placement of striping and markings shall conform to the requirements of Section 84-1 and 84-3 of the Caltrans' Standard Specifications and these special provisions.

The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the ENGINEER prior to performing actual marking placement. No work shall commence without said approval. Traffic striping shall not vary more than 1/2 inch in 50 feet from the alignment shown in the plans. The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the ENGINEER prior to striping and no additional cost shall be allowed for striping revisions directed by the ENGINEER. No Street shall be without the proper striping over a weekend.

Painting shall conform to the last two paragraphs of Section 59-1.03, "Application," and Section 59-1.04, "Thinning Paint," of the Caltrans' Standard Specifications.

The following amendments are made to the Caltrans' Standard Specifications: Paragraphs 1 and 2 of Subsection 84-1.04, "Description," are amended to read:

This work shall consist of applying painted traffic stripes (traffic lines) and pavement markings at the locations and in accordance with the details shown on the plans or designated by the ENGINEER, and as specified in these specifications and the special provisions.

The kind of material or paint to be applied shall conform with Caltrans' Standard Specifications, the special provisions, and the plans.

Paragraph 1 of Subsection 84-1.02, "Control of Alignment and Layout," is amended:

The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

The first sentence of paragraph 4 of Subsection 84-1.03, "Tolerances and Appearance," is amended to read:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately and completely removed from the pavement surface by methods approved by the ENGINEER.

Paragraph 2 of Subsection 84-1.04, "Protection from Damage," is amended to read:

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

The first sentence of paragraph 1 of Subsection 84-3.02, "Materials," is amended to read:

Paint and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines.

Add a third sentence to the paragraph of Subsection 84-3.03, "Mixing," to read: Such mixing shall be at the Contractor's expense.

Costa Mesa Street Striping Standards

The Contractor shall conform to the following requirements.

1. All traffic lines shall conform to the State of California Standard Plans and the State of California Standard Specifications, latest editions, and these provisions.
2. The following Details of the Caltrans Standard Plans shall be routinely used for traffic lines.

<u>Line</u>	<u>Detail</u>	<u>Pavement Marker Info</u>
Yellow Centerline	2	None
Double Yellow	22	None
Skip Lane Line	9 & 40 32	None
Two-Way Left-Turn Lane	38	Type D
Channelizing Stripe	37	None
Lane Drop Stripe		Type G

3. Detail 8 (painted on strip) will be allowed in certain instances when it is not advisable to emplace a long-life line due to line location, pavement condition, or special circumstances.
4. All crosswalks, turn arrows, stop and yield bars and messages, and all other pavement legends except "Bike Lane" shall be installed in thermoplastic.
5. Bike lane stripes and messages shall be painted. The stripe may be 6" or 8" wide to match existing.
6. All striping that is to be removed must be removed by the wet sandblasting method with immediate clean-up of residue. No "blacking out" or temporary covering will be allowed.
7. Any painted curb removed or damaged during construction shall be repainted in kind (i.e., red, yellow, green, white).

8. The first four (4) raised pavement markers for any white line at an intersection shall be Type "C" for the opposite direction of travel.
9. Two coats of paint shall be applied. The second coat shall be applied seven (7) days following the first application.

All work and materials shall conform to the requirements of the State of California Standard Specifications, 2006 Edition, and the latest edition of the State of California Traffic Manual. Payment shall be per this specification.

The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the asphalt concrete surface course (ACSC).

No painting shall occur until the ENGINEER has reviewed the cat tracking and approved the striping layout. Changes to the cat tracking shall be performed by the Contractor as directed by the ENGINEER at no additional cost to the City.

The first application of paint for traffic striping and markings shall be applied no later than three (3) days following the application of the ACSC.

Thermoplastic shall be applied no sooner than seven (7) days nor later than twelve (12) days following the application of the ACSC.

Surface Preparation:

In order to insure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

Pre-marking:

If the markings are not visible, the Contractor will be required to premark each installation prior to the application of the material. Where no existing markings are in place, the Contractor shall place the new pavement markings where directed by the ENGINEER.

Thermoplastic Markings:

All crosswalks, stop bars, arrows and pavement legends shall be thermoplastic conforming to Section 84 of Caltrans Standard Specifications and these Special Provisions. All stop bars, crosswalks, messages, and arrows shall be replaced using thermoplastic, and conform exactly to the City of Costa Mesa stencil types.

On all dry pavement surfaces binder/sealer shall be applied to the area where hot thermoplastic pavement markings are to be placed. The binder/sealer shall be that recommended by the manufacturer of the thermoplastic material. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement

outside of the finished pavement markings. All solvents shall have evaporated from the binder/sealer prior to the application of the molten thermoplastic materials.

Thermoplastic Pavement Marking Material:

Thermoplastic shall be composed of ALKYLOID/MALEIC THERMOPLASTIC PAVEMENT material applied to a road surface in a molten state by extrusion of the designated thickness and width. The stripe shall, upon cooling, be reflectorized and resist deformation by traffic.

Raised Pavement Markers (RPM):

The Contractor shall remove and replace all RPMs in accordance with these project special provisions.

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

The Contractor shall furnish and install reflective BLUE raised pavement markers on new pavement for each existing fire hydrant per typical hydrant marker location drawing. The Contractor shall install raised pavement markings within seven (7) days following traffic striping. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements.

1. Two-Way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.
2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.
3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

All existing reflective blue raised pavement markers shall be removed prior to construction

Pavement Marking Guarantee:

The pavement marking material furnished and installed under this contract shall be included in the lump sum bid fee and guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or method of application, loss of reflectivity, from traffic and wear for a period of one year

after contract acceptance.

Paint Red Curb

The Contractor shall repaint the existing and new curb (the curb face and top of curb) red. The red paint material shall be water base and shall be Pervo Paint, Red Curb Paint

#3123 or approved equal.

All work shall comply with Sections 59-1 and 59-6 of the Caltrans' Standard Specifications and the painting completed within 48 hours after the new curb and gutter construction.

Paint residual shall not remain on sidewalks, gutter plates, or other places beyond the limits of the curb face and top of curb being painted. Contractor shall remove the paint beyond these limits as soon as possible after the painting is completed.

The Contractor shall notify the ENGINEER at least two (2) working days prior to commencing work.

All work must be performed to the satisfaction of the ENGINEER.

314-5 Measurement and Payment

Bid Item No. 55: Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)

Measurement and Payment for “**Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)**” shall be included in the Contract price bid per **Lump Sum (LS)** and shall include full compensation for removal of existing striping, legends, markings, and RPM's; placement of all temporary striping, placement of all permanent striping, signage, pavement legends, RPM's, and K 71 Posts pursuant to the Plans and these Special Provisions and Caltrans Standard Specifications and Plans; and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

PART 8 – LANDSCAPING AND IRRIGATION

Bid Items Nos. 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70: Landscaping & Irrigation (including but not limited to irrigation mainline (size per plans), irrigation pipe sleeve around main irrigation where it is below hardscape (size per plans), root barrier per sheet L-10, and allowance for damaged sod/irrigation per Sheet L-3). The following sections within the Standard Specifications are herein modified for the subject bid items.

[Add the following Section:].

800-1.0 – CONTROL OF THE WORK

These added sections will also conform to Section 3 – CONTROL OF THE WORK of the Standard Specifications as modified herein.

800-1.0.1 Submittals

[Add the following:].

800-1.0.1.1 Samples and Mock-ups.

Contractor shall provide samples of the following materials in the quantities required for approval by the City with the Landscape Architect. Materials shall be delivered 60 days minimum (15 days for shrubs) prior to their incorporation into the work. These areas shall be the standard by which the work will be judged.

Wood mulch for planting areas and non-planted areas specified on plans

Boulders

Tree standpipe components

Staking and tying materials

Soil conditions, soil amendments, fertilizers, and other chemicals

Imported topsoil

Root control barrier

Filter fabric

Pesticides: include copies of sample label and Material Safety Data Sheet

Legible copies of delivery slips for soil amendments, imported soil, plant materials, and wood mulch specifying the quantities that were delivered. The contractor shall provide certificates, trip slips, and invoices to the Owner prior to final acceptance of the work.

800-1.0.2 Working Drawings

[Add the following:].

Record Drawings

Accurate and legible records shall be kept on a set of contract drawings of all changes of work that occur during construction. Contractor shall record the exact location by dimension, and exact depth, by elevation, of all installed material, etc. All information necessary to maintain and/or service any concealed work shall be noted on these record drawings. Such records shall be kept up to date with all entries checked by the

ENGINEER before the work is buried or covered up. Prior to field acceptance, Contractor shall deliver this information to the ENGINEER.

Asset Specific Redlines

Irrigation system Red-lines

- a. Provide as-built indicating all installed sizes and numbers, location dimensions and depth of cover of remote control valve wire and conduit, hydrometer wire and conduit. Include number of spare wires at each location stubbed out, and wire splice locations (if located other than inside remote control valve boxes and pull boxes in addition to those indicated on the plans).
- b. Provide as-built indicating all installed sleeve sizes and numbers, depth of cover, and location dimensions.
- c. Provide as-built dimensions for electrical meter/power sources, and provide meter addresses. Provide electrical service route locations.
- d. Provide as-built dimensions for water meters, and provide water meter addresses.
- e. Provide as-built dimensions for all drip system components such as air vacuum relief valves, flush valve assemblies and drip operator indicators.

Specialty items

- a. Contractor shall provide the following Equipment Certifications to the ENGINEER for approval prior to requesting an inspection for Substantial Completion:

All Service Agreements for irrigation data service plans.

All manufacturers' rebate certificates (bonus dollars).

All manufacturers' warranty information stating length of warranty and how to exercise warranty on all valves, irrigation controllers, sprinklers, and other components.

Irrigation Control System equipment installation certification letter from the factory-authorized service representative.

Copy of backflow prevention device equipment operation certification by local registered, approved backflow preventer tester.

800-1.0.3 Supporting Information

[Add the following:].

Contractor shall provide one (1) complete set of Specialty Item information electronically to the City and Landscape Architect for approval. It shall include manufacturer's data sheets, testing information, color, texture and finish samples for all the following specialty items:

Photographs and nursery sources for all trees

Photographs and sources for all shrubs, grasses, groundcovers
Soil testing for import soil and on-site soil.

SECTION 300 – EARTHWORK (Standard Specifications)

300-1 CLEARING AND GRUBBING.

300-1.1 General.

[Add the following:].

It shall be the sole responsibility of the Contractor to provide adequate equipment and methods to accomplish the work in accordance with applicable grading codes or agency ordinances in these specifications and the approved grading plans. If, in the opinion of the consultant, unsatisfactory conditions such as questionable soil materials, poor moisture condition, inadequate compaction, and/or adverse weather result in a quality of work not in conformance with these specifications, the Consultant will be empowered to reject the work and recommend to the Owner that grading be stopped until the unacceptable conditions are corrected.

Clearing and grubbing shall consist of clearing natural ground surfaces of all trees, shrubs, vegetation and objectionable materials within the limits of construction in accordance with the provisions of Section 300-1, "Clearing and Grubbing," of the Standard Specifications and in accordance with the plans with these Special Provisions and as directed by the Resident ENGINEER.

Clearing and grubbing shall also include the removal and disposal of all miscellaneous concrete, pavement, pipes, hardware, timber, rubble or any other objectionable material encountered beneath the ground surface as a result of grading or trenching operations connected with the construction of the project improvements.

Clearing and grubbing shall also include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans.

In addition to the above items, clearing and grubbing shall include, but not limited to the following items as shown on the plans or specified in these Special Provisions:

- a) Stump grinding of tree stumps to a depth of 24" below finished grade.
- b) Removal of tree roots to a depth of 12" below finished grade.
- c) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of at a site obtained by the Contractor.
- c) Protection of existing and relocated utility structures prior to and during construction of proposed improvements.
- d) Removal and disposal of pipe, ditches, protection posts, guardrail, inlets,

trees, stairways, and any additional items not specifically mentioned which may be found within the work limits.

- e) Furnishing and applying water during construction.
- f) Maintenance of project appearance.
- g) Control of water and dewatering during construction.
- h) Clean-up of project upon completion of work.
- i) Adjustment to grade of miscellaneous items such as drainage inlets, utility boxes, valves, manholes, pullboxes, interfering portions of storm drain pipes, posts.
- j) Clear tree roots for 6" below sidewalk, where tree roots are the cause of damages.

The Contractor shall protect all existing structures or facilities which are adjacent to, or fall within, the limits of the work to be done under this contract in accordance with Section 7-9 and 300-1 of the Standard Specifications. This item shall also include those structures and facilities which the plans show or these Specifications indicate to be protected. Any structure or facility to be protected which is damaged as a result of the Contractor shall be repaired or replaced at his cost, to the satisfaction of the Resident ENGINEER.

The Contractor shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up of spillage will be at the Contractor's expense.

All material removed from the site shall be disposed of at the Contractor's expense at a site approved by the Resident ENGINEER.

Clearing and grubbing shall also include mobilization. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

[Add the following Sections:].

300-1.1.1 Removal and Disposal of Materials
General.

Section 4216/4217 of the Government Code requires a Dig-Alert identification number be issued at least two (2) working days prior to a "Permit To Excavate" will be valid. For your Dig-Alert identification number, Contractor shall call the following Underground Service Alert, services, and utilities:

Underground Service Alert	1-800-422-4133
Clear Channel Outdoor	1-213-305-0045
Orange County Sanitation	1-714-593-7176
Mesa Water District	1-949-631-1200
MCI (Verizon Business)	1-469-886-4238
SoCal Gas – Costa Mesa	1-714-634-3262
Orange County Water District	1-714-378-8220
SoCal Edison - Planning	1-714-397-4706
UtilitQuest 4 Charter	1-951-406-1635

Grading should be performed in conjunction with the observation and compaction testing services of licensed geotechnical ENGINEER. Fill soil should be observed on a full-time basis during placement and tested to check in-place dry density and moisture content.

Site preparation should begin with removal of all deleterious material and vegetation. The depth of removal should be such that material exposed in cut areas or soil to be used for fill is relatively free of organic matter. Deleterious material generated during stripping and/or site demolition should be exported from the site.

Existing area drain pipes, and buried utility lines should be completely removed. All demolished material generated during removal should be exported from the site.

300-1.1.2 Requirements.

(a) Miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials such as concrete planters, and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.

(b) The work includes demolition of removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the Resident ENGINEER. Remove rubbish and debris daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Resident ENGINEER.

(c) Dust control: The Contractor shall take appropriate action to check the spread of dust to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding, or pollution. Comply with all dust regulations imposed by local air pollution agencies.

(d) Protection: The Contractor shall protect existing work which is to remain in place, that is to be re-used, or which is to remain the property of Owner by temporary covers, shoring, bracing, and supports. Items which are to remain or are to be salvaged and which are damaged during performance of work shall be repaired to their original condition or replaced with new by the Contractor at no additional cost to Owner. The Contractor shall protect all services and utilities which are to remain. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical utilities.

(e) Personnel: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Resident ENGINEER prior to beginning any such work.

(f) Explosives: Use of explosives will not be permitted.

300-1.1.3 Execution:

[Add the following:].

(a) Filling: Fill holes and other hazardous openings in accordance with Section 300 Earthwork.

(b) Title to Materials: Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in the Contractor upon approval by the Resident ENGINEER of the Contractor's demolition and removal procedures, and authorization by the Resident ENGINEER to begin demolition. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on or near the site.

(c) Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent roads.

(d) Regulations: Comply with federal, state and local hauling and disposal regulations.

(e) Hazardous Materials: In the event that Hazardous Materials such as contaminated soil, underground tanks, or asbestos is found or identified during excavation for foundation or conduit installation, the following procedures shall be instituted:

The Resident ENGINEER shall issue a "stop work order" directing the Contractor to cease all construction operations at the locations of such potential hazardous material find. The contractor shall relocate their operations to another portion of the project site at no additional cost to the City.

Such "stop work order" shall be effective until such time as the Resident ENGINEER

assesses the impact of the hazardous material and makes recommendations for its removal and disposal. Any "stop work order" shall contain the following:

A clear description of the work to be suspended;

Any instructions regarding issuance of further orders by the Contractor for material services;

Guidance as to action to be taken on subcontracts;

Any suggestions to the Contractor as to minimization of his costs; and

Estimated duration of the temporary suspension.

If the Resident ENGINEER determines the Hazardous Material removals will cause further delays, the Resident ENGINEER shall extend the duration of the "stop work order" in writing, and the Contractor shall suspend work at the location of the hazardous material find.

300-1.3 Measurement

300-1.4 Payment.

[Delete in its entirety and Add the following:].

300-1.4 Measurement and Payment

Measurement and Payment for Clearing and Grubbing shall be included in the lump sum or unit prices shown in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing demolition as shown on the plans and as specified and as directed by the ENGINEER, including the removal and disposal of all the resulting materials.

[Add the following Section:].

800-4 – CONTROL OF MATERIALS AND INSPECTION

800-4.1 General

Observations herein specified shall be made by the Resident ENGINEER. The Contractor shall request site observations 48 hours minimum in advance of the time observation is required.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

Prior to commencing grading, a preconstruction conference should be held at the site with the City, grading contractor, civil ENGINEER, and landscape architect present.

Review and tagging of trees.

Review of irrigation controller installation and operation of automatic valves,

hydrometer, rain sensor, and weather sensor.

Review of the controller programming including weather data connection and downloads, run time schedules, and flow monitoring.

Review of irrigation sleeves, mainline, and lateral line pressure tests.

Review of irrigation swing joint assembly installation.

Sprinkler coverage tests and drip system operational tests (have control valves connected to controller and provide automation from controller at time of test).

Incorporation of topsoil, soil conditioner and fertilizer into the soil and upon completion of fine grading prior to planting.

Upon delivery of plant materials to the project site.

When trees and shrubs are spotted in place for planting, but before planting holes are excavated. Where trees are proposed to be located within existing rotor irrigation zones, they must be spotted by the Landscape Architect according to providing sufficient distance from rotors.

When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work shall establish the beginning of the maintenance and plant establishment period.

At the completion of the maintenance and plant establishment period. This final site observation visit shall establish the beginning date for the plant material guarantee period.

SECTION 800 -1 LANDSCAPING MATERIALS
800-1.1.2 Class "A" Topsoil.

[Add the following:].

Topsoil in planting areas shall be Class "A."

The On-site Soil Collection Protocol shall be as follows:

Contractor shall collect soil and it shall be identified and labeled specific to the Project with Contractor's contact information. Once three (3) samples from different medians are collected, provide a prepaid and preaddressed shipping bag or envelope addressed to the testing company. The bag or envelope shall be dropped off to the shipping source by the Contractor to ensure that the material shipped to the testing company is the actual on-site material tested. Submit a copy of the Planting Plan and Plant Legend to the laboratory with the samples. Sample locations shall be approved by the Resident ENGINEER.

- a) No planting shall begin until test results confirm the agricultural suitability of

the topsoil. Contractor is responsible for all third-party independent laboratory testing expenses.

- b) Testing methods should comply with the United States Department of Agriculture Handbook Publication No. 60, Methods of Soil Analysis published by the Soil Science Society of America and peer-viewed methods published in scientific journals. Evaluations and recommendations should be based on University of California publication's and peer-viewed articles published in) scientific journals.
- c) Soil Test: Contractor shall have the import soil and on-site soil tested for fertility, agricultural suitability, and appraisal by Wallace Labs, Soil and Plant Laboratory Inc., or alternative lab as approved by Resident ENGINEER.
- d) The test results shall provide the following information:
 - i. Date of Testing
 - ii. Project Name
 - iii. The Contractor's Name
 - iv. Source of Materials and Supplier's Name
 - v. Estimate of Quantity Needed in cubic yards
 - vi. Soil Gradation
 - vii. Soil Permeability
 - viii. Toxic Elements
 - ix. Chloride Content
 - x. pH
 - xi. ECe (electrical conductivity)
 - xii. SAR (Sodium Absorption Ratio)
 - xiii. Organic Content
 - xiv. Water-soluble Nutrient Levels
 - xv. Recommendations for adding amendments, chemical corrections, or both.Laboratory shall provide interpretation and recommendations for correction of nutritional deficiencies/excesses and potential toxicities.

800-1.2.3.1 Pre-plant Fertilizer for Planted Areas.

[Add the following:].

Pre-plant fertilizer shall be a fast-release, 6-20-20 commercial, dust-free, homogeneous pellet fertilizer having the following guaranteed analysis:

Nitrogen	6%
Phosphorus	20%
Potassium	20%

800-1.2.3.2 Post-plant Fertilizer.

[Add the following:].

Post-plant fertilizer shall have 5-3-1 npk analysis with 50% humus, 15% humic acids, soil strain bacteria, micronutrients, and 1% soil penetrant. 'Gro-power plus' or equal.

800-1.2.4 Organic Soil Amendment.

[Add the following:].

The following specified soil amendments, fertilizers, and application rates are guidelines for bidding purposes only. At the time of rough grade, the Contractor shall meet with the Resident ENGINEER to determine the locations of soil samples to be taken. The soil tests/analysis are the responsibility of the Contractor. The Contractor shall submit soil samples from the site to an approved soil-testing laboratory for agricultural suitability analysis. The Contractor shall submit the results of the soil tests/analysis to the Resident ENGINEER for interpretation and recommendations. If the test results reduce or increase the quantities specified, then the Resident ENGINEER shall be notified. The contract prices shall be adjusted to reflect any differences between the amendments as specified below and the recommendations of the soil-testing laboratory.

Type 4 organic soil amendment shall be a blended, commercially-processed soil conditioner consisting of an organic-based conditioner, prepared by mixing a light, friable, siliceous material with nitrogen-fortified, finely ground bark, wood chips and/or saw dust. The material shall contain a long-lasting form of iron and shall have the following analysis:

Total nitrogen	0.5%	
Ph	4.6 to 6.8	
Salinity (Ece)	less than 2.0	
Organic matter (dry weight basis)	85.0% min.	
Particle size: percent passing	9.50 mm screen	100%
	6.35 mm	100%
	2.38 mm	83%
	.50 mm	31%
Soil Conditioner:	4 cu.yd. per 1,000 sq. ft.	
Gypsum:	100 lbs. per 1,000 sq. ft.	
Soil Sulfur:	20 pounds per 1,000 sq. ft.	
Iron Sulfate:	20 pounds per 1,000 sq. ft.	
Triple superphosphate (0-45-0)	4 pounds per 1,000 sq. ft.	
Potassium sulfate (0-0-50)	8 pounds per 1,000 sq. ft.	

And shall be treated with a non-ionic wetting agent 'Sarvon' or approved equal. Material shall be equal to or better than "Loamex" or 'BFI Organics' "Organo-Life" soil amendment.

800-1.2.5 Mulch.

[REMOVE all Types and REPLACE with the following:].

All planter areas shall be evenly covered with wood mulch to a uniform depth of 3 inches.

1. Provide 4-inches of horizontal clearance away from the collar of tree trunks, 3- inches of horizontal clearance away from the collar of shrubs and

ornamental grasses, and 2-inches of horizontal clearance away from the basal stem of ground covers. Gently brush mulch off of plants once installed taking care in placement of mulch to not damage plants.

2. Wood mulch will be required in all planting areas: Wood mulch (weed barrier not required) - free from deleterious materials and suitable as a top dressing of trees, shrubs, grasses, groundcovers consisting of the following: ES-2 Wood Mulch by Agromin, Contact Greg Jackson (714.475.8672 or greg@agromin.com).
3. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level, apply directly below the mulch layer.

800-1.2.6 Filter fabric.

[Add the following:].

Spun-bonded polypropylene with UV inhibitors, non-degrading geotextile fabric that blocks 95% of weed growth and is permeable to air, water, gasses and fertilizer. Typar 3301 or equal.

1. Properties:

- a. Unit Weight: 3.0 oz/yds²
- b. Tensile Strength: 135 pounds
- c. Puncture Strength: 35 pounds
- d. Air Opening Size: 60/70 equivalent sieve
- e. Elongation at Break: <70%
- f. Trap Tear: 50 pounds
- g. Flux: 70 gal/ft²/min
- h. Permittivity: 1.2 sec⁻²
- i. Color: Black

800-1.4 Plants.

800-1.4.1 General.

[Add the following:].

1. Nomenclature: Scientific and common names of plants herein specified shall conform with the approved names given in "Checklist Of Woody Ornamental Plants of California", published by the University of California, College of Agriculture, Manual 32 (1963).
2. Labeling: Each group of plant materials delivered on site shall be clearly labeled as to species and variety. However, final determination of plant species and variety will be made by the Resident ENGINEER and whose decision will be final. All patented plants (cultivars) required by the plant list shall be delivered with a proper plant patent label attached.
3. Quality: Quality of all plants shall conform to the American Nursery & Landscape Association (AN LA) American Standard For Nursery Stock ANSI Z-60. 1-2004

(Approved May 12, 2004). Plants shall be vigorous or normal growth, free from disease, insects, insect eggs, insect larvae, and other pests. Plant materials shall not contain any deleterious, obnoxious, or invasive weeds such as (not all inclusive): Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Bindweed, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel and/or Bromegrass. All plants shall equal or exceed any measurements specified and shall be supplied from the source indicated when a source is specified.

The Resident ENGINEER is the sole judge as to acceptability for each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing any signs of decline or lack of vigor are subject to rejection.

4. Container stock: Shall have grown in containers for at least six (6) months and through one (1) full growing season, but not over two (2) years. Samples shall be shown to prove that no girdled roots, circled roots, and/or root-bound conditions are present. Any such trees or shrubs shall be deemed as not acceptable. All container plants (shrubs, grasses, groundcovers) or trees that have a cracked or broken rootball when taken from the container shall not be planted except on special approval from the Resident ENGINEER.
5. Pruning: At no time shall the plant materials be pruned, trimmed, or topped prior to delivery, and any alteration on the site of their shape shall be conducted only with the approval and in the presence of the Resident ENGINEER.
6. Inspection of plant materials required by city, county, state, and/or federal authorities, and/or other regulatory agencies, shall be the responsibility of the Contractor. When necessary, the Contractor shall have secured permits or certificates prior to delivery of plants at site.
7. Inspection of plant materials: Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work for size, variety, condition, latent defects and injuries. Rejected plants shall be removed from the project site immediately.
8. Rejection and substitution: All plants not conforming to the requirements herein specified and/or as indicated on the drawings shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and be immediately removed from the site of the work and replaced with acceptable plant materials. Under no condition will there be any substitution of plant species, variety, or reduced size for those listed on the accompanying drawings, except with the express written consent of the Resident ENGINEER.
9. Right to changes: The Resident ENGINEER reserves the right to change the plant species, plant variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid. The Contractor shall be notified in writing sixty (60) days before the planting operation has commenced. Field changes to the plant

species, plant variety, and/or sizes of plant material might be required due to current availability, and shall be coordinated with the Resident ENGINEER. Changes in the size and/or variety of any plant to be furnished which involves a reduction or addition in cost shall be adjusted in the contract cost.

10. Root condition: The Resident ENGINEER reserves the right to inspect root condition of any species, particularly those grown from seed, and if found defective, to reject the plants represented by the defective sample.
11. Handling and protection: All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, and from all other injury. All plants determined by the Resident ENGINEER to be wilted, burned, or dried out, may be rejected at any time, whether in the ground or not. All plants shall be handled solely by their containers and all plants that have been handled by the stem or trunk shall be rejected, and removed from the site immediately. The Contractor's on-site plant storage area shall be approved by the General Contractor prior to the delivery of any plant materials.
12. Tree selection:
 - a. Electronic photos of each tree variety and size, as called out on the drawings, fifteen (15) gallon size and larger shall be submitted to the Resident ENGINEER for approval prior to delivery to the project site and prior to installation.
 - b. After delivery to the project site, the Contractor shall immediately remove any trees not approved.
 - c. The Owner at his or her option and at his or her own expense, can retain the services of the Landscape Architect to review trees fifteen (15) gallon or larger tagged at the nursery and/or at its place of growth.
13. Groundcover plants shall be grown in one (1) gallon pots, flats, or other approved containers, variety and sizes as indicated on the planting plan and legend. Flat grown plants (rooted cuttings) shall remain in those flats until transplanting. The soil in the flats shall contain sufficient moisture so that it will not fall apart when lifting the plants. Flat grown plants shall be fully rooted, with top vegetation that is not overgrown in relation to the size of the flat. Plants shall be protected at all times to prevent drying of the root ball.
14. Guarantees. All trees shall be guaranteed for one (1) year from final acceptance of project. All other plant material shall be guaranteed for six (6) months from final acceptance.

800-1.5 Headers, Stakes, and Ties

800-1.5.3 Tree Stakes.

[Add the following:].

Tree stakes shall be of non-pressure-treated Lodgepole Pine. Stakes shall have straight shafts, shaved and cut clean, and bare of branches and stubs. Stakes shall be of uniform thickness throughout length, with a minimum diameter of two (2) inches, free of loose knots, splits, or bends. One end tip shall be tapered to allow ease of

installation.

800-1.5.4 Tree ties.

[Add the following:].

Tree ties shall be manufactured of virgin, flexible vinyl meeting ASTM-D-412 standards for tensile and elongation strength. Material shall be black for ultraviolet resistance. Tree ties shall be manufactured with a double-back locking configuration. Tree ties shall be of sizes required to adequately support tree and shall elongate with the tree growth, thus preventing damage to the tree. Tree ties shall be "Cinch Tie," "Gro-Straight," or approved equal.

[Add the following Sections:].

800-1.6 Root control barrier.

All trees planted within five (5) feet of hardscape or as shown on drawings shall require root barriers adjacent to hardscape. Root barriers shall be approved by the City.

1. Polyethylene (0.08 inch thick) or polypropylene (2.032 - 2.16 mm thick), with self-locking joiners, ½" raised 90 degree molded root deflecting ribs, ground lock tabs, double top edge, UV inhibitors. Use 24" barrier unless otherwise stated.

Root barrier by Deep Root, 101 Montgomery Street, Suite 2850, San Francisco, CA 94104, 415-781-9700, or approved equal.

800-1.7 Tree observation tubes.

1. Contractor shall install a minimum of two (2) tree drain standpipes for box trees 24" and larger.
2. Contractor to refer to construction detail for tree planting, and for actual quantity.
3. Tree drain standpipes shall be three (3) inch rigid, perforated PVC pipe wrapped with filter fabric, tied with wire, and topped with a drain grate.
4. Pipe shall be Hancor Dual Wall perforated pipe, or equal as approved by Resident ENGINEER.
5. Filter fabric at tree drain standpipes shall be non-woven polypropelene with a weight of 4.5 ounces per square yard, grab strength of 120 pounds, tensile elongation of 55%, burst strength of 210 psi, tear strength of 50 pounds, and puncture strength of 70 pounds.
6. Caps for tree standpipes shall be plastic drain grates, tan/brown in color, and three (3) inch in size. Drain grates shall be manufactured by National Diversified Sales (NDS), or equal as approved by Resident ENGINEER.
7. Gravel for tree drain standpipes shall be clean, thoroughly washed, crushed rock or gravel, three-quarter-inch (3/4") in size, and free from sticks, debris, or other

deleterious materials.

8. Tree drain standpipe components are to be listed as part of the product submittal and must be approved prior to installation.

SECTION 801 - INSTALLATION

[Add the following:].

801-1.1 General.

Coordination. Fully coordinate work with all other trades involved. Coordinate with General Contractor items of other trades to be furnished and set in place. They shall execute portions of their work that is embedded, built in, attached to, or supported by the work of this section in ample time so that progress of the work is not delayed. Any work necessary to comply with this shall be done at the Contractor's expense.

Contractor shall be responsible for the proper installation of all site improvements and for the provision of irrigation trenches, openings, pull boxes, etc., necessary to the execution of the work of other trades.

Site Access and protection. In areas where construction is to occur, where pedestrian and driver safety is endangered in the area of work throughout the construction period, the Contractor shall implement warning measures such as the use of traffic barricades with flashing lights and as required, temporary traffic control with flag person(s). Notify the ENGINEER prior to beginning any work for approved method(s) of pedestrian and traffic control and intentions for performing work in accessible areas.

801-2.3 Finish Grading.

[Add the following:].

Finish grades shall be measured at the top surface of materials (i.e. elevation of finished surface of planting soil).

Placement of soil shall be smooth and even in all planting areas. Finish grades of planting areas shall be three (3) inches below adjacent paved surfaces in planting areas.

Rough Grade: Site to be received by Landscape Installer to within one-tenth-of-a-foot (0.1'), plus or minus, by others based on Civil ENGINEER's drawings.

Finish Grade: Finish grading to consist of grading, raking, watering in, mechanically compacting and settling to achieve desired contour and flow line patterns resulting in evenly finished surface.

All undulations and irregularities in the planting surfaces resulting from tillage, rototilling and all other operations shall be leveled and floated out before planting operations are initiated.

Finish grades shall insure positive drainage of the site with all surface drainage away

from buildings, walls, over mow curbs, and toward roadways, drains and catch basins. Planting surfaces shall be graded with no less than two-percent (2%) surface slope for positive drainage.

The Contractor shall take every precaution to protect and avoid damage to existing sprinkler heads, irrigation lines, and other underground utilities during soil amending and fertilizing operations.

All rocks, debris, and other deleterious materials shall be removed from planting areas, and then from the site. Rocks in accordance with the following criteria: one-half-inch (1/2") diameter in hydroseed areas; 1-inch diameter in turf areas and groundcover areas; 2-inches diameter in shrub areas a minimum depth of 6- inches, and three-eighths-inch (3/8") from the top 2-inches in turf areas.

Final grades shall be acceptable to the Owner before planting operations will be allowed to begin.

The Contractor shall take every precaution to protect and avoid damage to underground utilities during his grading and conditioning operations.

The Contractor shall coordinate all drainage work with all other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.

Final finish grades shall ensure positive drainage of the site with all surface drainage away from walkways, buildings, walls, and toward drainage facilities and catch basins or water courses.

Final grades shall be acceptable to the Resident ENGINEER. Grading operations shall conform with the Geotechnical Report.

801-4 Planting.

800-4.1 General

[Add the following:].

Plant installation shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.

Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident ENGINEER. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.

No more plants shall be distributed in the planting area on any day than can be planted

and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Landscape Architect. Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Landscape Architect. Trees shall not be placed closer than 20 feet from any rotor, unless otherwise directed by Landscape Architect/Resident ENGINEER.

801-4.2 Protection and storage.

[Add the following:].

The Contractor's on-site plant storage area shall be approved by the Resident ENGINEER prior to the delivery of any plant materials. Any plant determined by the Resident ENGINEER to be wilted or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants that have been handled by trunk or stem shall be rejected.

801-4.6 Plant staking and guying.

[Add the following:].

Plant staking and guying shall be as shown on the plans.

801-4.6.2 Method "B" tree staking.

[Add the following:].

All trees 36" box and smaller shall be staked with two wood stakes placed 18" from each side of the tree trunk. The stakes shall be placed relative to the tree in the perpendicular direction to the prevailing wind direction. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree roots or root ball. Tree ties shall be fastened to each tree and stake by looping figure 8's with the inside diameter of the tie at 2 or 3 times the diameter of the tree and by tacking the back of the tie to the stake.

801-4.6.3 Pruning.

[Add the following:].

Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of, and in the presence of, the Resident ENGINEER. Cuts over three-quarters of an inch (3/4") shall be painted with an approved tree wound paint.

800-2 IRRIGATION SYSTEM MATERIALS.

[REPLACE the 1ST Sentence with the following:].

800-2.2.2 Gate Valves. Gate valves in sizes 2 inches and smaller shall be threaded bronze body type with bronze internal components, solid wedge and bronze cross handle with stainless steel nut.

[REPLACE with the following:].

800-2.2.7 Valve Boxes. Valve boxes (low voltage wire pull boxes) in pavement shall be concrete with locking, traffic rated iron cover, Brooks Products No. 3 1/2-T PB with No. 3 1/2-T PB-Base or type approved by the City of Costa Mesa. Valve boxes and box lids in planting areas shall be designated for potable water use, green color, with overlapping green bolt-down T cover, with stainless steel bolts, NDS Pro Plus Series in sizes noted:

For hydrometer: 314BCB, 14"x19" rectangular

For remote control valve (without filter): 314BCB, 14"x19" rectangular

For remote control valve (with filter): 318BCB, 14"x22" rectangular

For drip remote control valve: 318BCB, 14"x22" rectangular

For quick coupling valve: 312BCB, 10" diameter round

For drip flush valve: 312BCB, 10" diameter round

For drip air vacuum relief valve: 312BCB, 10" diameter round

For wire splice box (in landscape): 312BCB, 10" diameter round

[Add the following Section:]

800-2.5 DRIP IRRIGATION

Furnish drip irrigation materials shown in the drawings.

[Add the following:].

800-3.2.2 Low voltage control conductors for remote control valves shall be 14AWG solid copper, with PVC insulation, Regency Wire & Cable UF/TWU irrigation wire or approved equivalent.

Low voltage control conductors for hydrometers shall be Paige P7315D 16AWG shielded, twisted pair, or approved equivalent, as recommended by hydrometer manufacturer.

[Add the following Section:]

800-3.4 SPARE MATERIAL SUBMITTALS

Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

One (1) quick coupler key with compatible swivel hose bib attachment for quick coupler valve installed.

One (1) set of the required nut driver for valve box lid bolts installed.

Two (2) keys for opening and locking each One (1) painted, 40" or equivalent length steel operation key for cross handle isolation valves. Length of stem to operate deepest buried valve.

Five (5) spare keys matching equipment enclosure locks used (automatic controller enclosure and cabinet, backflow preventer enclosure).

SECTION 801-5 –IRRIGATION SYSTEM INSTALLATION

801-5.1 General

[Add the following:]

Work on the irrigation system including hydrostatic tests, backfill and densification of trenches, and other excavations shall be performed before topsoil placement and finish grading. Preliminary operational tests of the automatic control system and coverage tests shall be performed after top soil placement and finish grading.

The entire irrigation system shall be guaranteed against defects in materials and workmanship for a period of 1 year from the date of acceptance of the work. The Contractor shall furnish a faithful performance bond in the amount specified in the Contract Documents to cover the guarantee.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment.

[Add the following:]

Install traffic-rated pull boxes where located in paving. Irrigation drawings indicate sleeves, lines and equipment diagrammatically for the purpose of drawing clarity. Mainline, lateral line, sleeves, tree bubblers, valves and irrigation equipment shall not be placed in paved areas whenever possible. Note some pull boxes are to be installed in pavement, some in planters. Sleeves are to be installed under pavement. Prior to any installation, mark out proposed locations of irrigation system equipment, enclosures, sleeves, mainline, lateral line, tree bubblers, dripline, and coordinate with City ENGINEER the exact locations for approval for installation.

[Add the following Section:]

801-5.5.5 Installation of Drip Irrigation

Hard PVC pipe laterals with fittings and risers, drip remote control valves, drip filters, ball valves and pressure regulators shall first be installed. Next, contractor shall flush out system thoroughly. Following flushing, contractor shall install all supply tubing and end flush caps/valves, and flush the lines once more. Flush again.

Lay rolled out tubing in flat area to encourage tubing to relax from its stored form. Distribution tubing shall be cut into lengths that will allow tubing to lay in a relaxed manner from connection to connection as shown in the detail drawings. Tubing shall be given a generous amount of slack to allow for some movement. Use stakes as required to secure tubing. Provide consistent 4" cover over tubing.

Special precautions

1. Distance from edges: allow not more than 6 inches from the edges, particularly if it is the top edge of a slope. Edges tend to dry more easily than the center. Remember that at the bottom of a slope the distance from the edges may be larger. (see also

plans).

2. Be aware of high points and siphoning: a potential problem with buried drip lines is siphoning dirt in when the system is switched off. For this reason:

Drip lines should have a fairly constant slope.

A vacuum relief valve should be provided at the highest point in each sector.

Drip lines should be connected at the end to a common flush line with a flush valve/vacuum breaker.

3. Be aware of excessive level differences: level differences between drip lines belonging to the same valve should not exceed 6 to 8 feet.

4. Slopes: the steeper the slope, the better the horizontal movement of water in the soil. For this reason concentrate the density of the drip lines towards the top of the slope. At the bottom of the long gentle slope, the distance of the last dripper line from the edge should be as noted on plans, as water moves down due to gravity.

5. Positioning of air/vacuum relief valves: Ensure that these valves are at the highest point in the system point to allow air to escape when the system is energized, and help prevent the system from draining through these valves when the water pressure is switched off.

D. System installation guidelines

1. It is recommended that all areas to receive subsurface irrigation shall be first excavated to a level 5 inches below proposed level of finish grade.

2. Prepare the topsoil/backfill at adjacent location to planting area to get the best water saving results with the system. For new installations, it is recommended to follow the preparation procedures described above under "special precautions". Remember that excavation and grading should have been finished before installation of the subsurface drip system.

3. Be sure you have everything required for the installation before opening trenches. Do a dry runoff assembling without gluing the system parts on top of the ground first. Pre assemble as many sets of components as practical above ground and in a convertible place. It is much easier to work above ground, so get as much work done as practical. Adapters should be glued or threaded to PVC tees/ells.

4. Always condition soil moisture the day before opening trenches or installing drip lines. Remember it is much easier to install the system in moist soil.

5. Install the system head first. Remote control valve, filters, pressure regulator and ball valve. Then install the PVC lateral lines.

6. Flush the lateral line outside the planter if practical. Connect to drip lines.

7. Distribute drip lines uniformly and as plans specify. Tubing stakes shall be

installed on the tubing at the spacing of one per loop, or one every 10 linear feet. Contractor shall also mound small amounts of backfill over tubing at intervals to set tubing.

- a. Select the tentative distance between drip lines. (say d inches)
- b. Measure the exact dimension of the area to be covered leaving 6 inches for the edges. (say l inches)
- c. See how many spacings can actually be left. (l/d approximated to the nearest integer, say n)
- d. Recalculate what the new revised distance between drip lines should be to divide the space evenly.
- e. Stake where the beginning and flush end of each drip line will go.

8. Tubing installation: leave enough length at the beginning and end for connections. It is convenient to finish the last foot of the installation or trench by hand. This gives more room for connections. Beware of bending the drip tubing too tight during installation. Do not bend tubing below a 24 inch radius because the pipe may kink, reducing the flow. Use compression type elbows and fittings whenever required. Use large bucket for forming bends or for spacing lines as required to maintain uniform line spacing. Install tubing stakes at a 5 foot maximum spacing along each tube, more as required on curving sections.

9. The systems shall be left open and tubing and emitters left uncovered for testing purposes by the landscape architect. After successful testing of systems, cover system with prepared backfill previously set aside. Cover tubing early in the morning when temperatures are low to avoid tubing stress.

10. Warning: drip line is temperature sensitive. The protective life of the system will be reduced if the drip line outside is exposed to the sun for a long period of time. Store the drip line in a cool shaded place until installed.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment.
[Add the following:]

Install traffic-rated pull boxes where located in paving.

Irrigation drawings indicate sleeves, lines and equipment diagrammatically for the purpose of drawing clarity. Mainline, lateral line, sleeves, tree bubblers, valves and irrigation equipment shall not be placed in paved areas whenever possible. Note some pull boxes are to be installed in pavement, some in planters. Sleeves are to be installed under pavement. Prior to any installation, mark out proposed locations of irrigation system equipment, enclosures, sleeves, mainline, lateral line, tree bubblers, dripline, and coordinate with City ENGINEER the exact locations for approval for installation.

Irrigation Controller

The contractor shall coordinate power to the irrigation controller with Southern California Edison (SCE) for the location indicated on the plans and per an approved design

provided by SCE.

Contractor shall locate available 120-volt power source for the controller. Prior to ordering materials and beginning installation, the contractor shall coordinate exact location of controller with the city resident ENGINEER. Once the final location is determined, install the controller per detail, approved SCE plans and any manufacturer's specifications. The contractor is responsible for extending, labeling and connecting the hydrometer wires to controller (location on plans).

The Contractor shall provide materials and traffic control as required to energize the pedestal and provide a complete and operational irrigation system.

Water Meter

The contractor shall coordinate installation for the irrigation water meter and service connection with Mesa Water District (MWD) for the location indicated on the plans.

Prior to ordering materials and beginning installation, the contractor shall coordinate exact location of the meter with the city resident ENGINEER. Locate point of connection in the vicinity shown on plans and connect to it. Downstream of the water meter, install specified backflow preventer, hydrometer and isolation valve, and extend pressure supply line to the irrigation system. The RPPD backflow preventer should comply with Mesa Water Standard Details No. 23

801-5.7.2 Pipeline Pressure Test.

801-5.7.2.1 General.

[Add to the 1st Sentence the following:].

Pressure testing with hydrostatic method shall be performed for all wire conduits, sleeves and pressure supply lines. Pressure testing shall utilize Method A.

Since portions of work will need to progress in sections to enable testing, much occurring under pavement that will need construction coordination with other trades, coordinate section testing with ENGINEER prior to any work. Receive direction to backfill from ENGINEER prior to backfilling and compacting any trench and proceeding.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT

[ADD the following:].

The Contractor shall be responsible for the care and maintenance of all existing trees to remain and all planted areas from planting to final acceptance of each phase of work.

Maintenance personnel shall be specifically assigned to monitor the health of all plants under the Contractor's responsibility. It shall be required as part of this contract that key maintenance personnel be approved by the Resident ENGINEER. These personnel shall be assigned specific and sole responsibility to continuously monitor the health of the trees. In order to maintain continuity these key personnel shall not be dismissed or

reassigned to other projects without the written permission of the Resident ENGINEER.

Maintenance shall include but not be limited to: fertilization, watering, pruning of dead or sick branches, maintaining stakes and cables to maintain transplanted trees in an upright plumb position, pest/disease control and monitoring, and any other acceptable maintenance practice to maintain the trees in a healthy and vigorous state.

Completed planting (Pre-maintenance) walk through – When planting and all specified work has been installed and completed, the Resident ENGINEER will prepare a written "punch list" indicating all items to be corrected. These items must be completed prior to initiating the beginning date of the maintenance period. The Resident ENGINEER will inform the Owner and Contractor of the actual date of the start of the maintenance period in writing. This observation is not the final acceptance of the project, and does not relieve the Contractor from any of the responsibilities in the contract documents.

Maintenance period for landscape and irrigation shall be 90 days.

Final Site Observation and Acceptance of the Project –At the conclusion of the maintenance period a final site observation will be made. The Contractor shall show all corrections made from the punch list. Any items deemed not acceptable shall be reworked and the maintenance period will be extended. The Contractor will be notified in writing that the contract work and maintenance period has been accepted or that the maintenance period has been extended to correct any deficiencies remaining. Final acceptance of the project shall establish the beginning date for the guarantee period.

801-7 MEASUREMENT

801-8 PAYMENT

[Replace with the following:].

801-8 MEASUREMENT AND PAYMENT

Bid Item No. 56: Imported Topsoil – 12” Depth

Measurement and Payment for “**Imported Topsoil – 12” Depth**” shall be per the unit price bid per **Cubic Yard (CY)** as installed in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for importing and placement of the topsoil pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 57: Soil Preparations/Fine Grading in Planting Areas

Measurement and Payment for “**Soil Preparations/Fine Grading in Planting Areas**” shall be per the unit price bid per **Square Foot (SF)** and completed in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall

include full compensation for, subgrade preparation, compaction, grading, and hauling/disposal of excess material pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 58: Soil Amendment

Measurement and Payment for “**Soil Amendment**” shall be per the unit price bid per **Cubic Yard (CY)** and be incorporated into the planting areas in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and incorporating the amendment into the soil as required pursuant to the Plans and these Special Provisions, and as specified by the manufacture, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 59: Wood Mulch

Measurement and Payment for “**Wood Mulch**” shall be per the unit price bid per **Cubic Yard (CY)** and be placed into the planting areas in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and placement of the mulch as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 60: Deciduous Tree – 24” Box

Measurement and Payment for “**Deciduous Tree – 24” Box**” shall be per the unit price bid per **EACH (EA)** and be placed/planted into the planting areas in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and placement of the Tree as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 61: 5 Gallon Shrubs, Grasses

Measurement and Payment for “**5 Gallon Shrubs, Grasses**” shall be per the unit price bid per **EACH (EA)** and be placed/planted into the planting areas in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and placement of the Shrubs and Grasses as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 62: 1 Gallon Grasses, Groundcovers

Measurement and Payment for “**1 Gallon Grasses, Groundcovers**” shall be per the unit price bid per **EACH (EA)** and be placed/planted into the planting areas in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and placement of the Grasses and Groundcovers as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 63: Boulders – Size A

Measurement and Payment for “**Boulders – Size A**” shall be per the unit price bid per **EACH (EA)** and be placed into the planting areas in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and placement of the Size A Boulders as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 64: Boulders – Size B

Measurement and Payment for “**Boulders – Size B**” shall be per the unit price bid per **EACH (EA)** and be placed into the planting areas in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and placement of the Size B Boulders as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 65: Root Barrier – UB 24-2

Measurement and Payment for “**Root Barrier – UB 24-2**” shall be per the unit price bid per **Linear Foot (LF)** and be installed into the planting in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans at the specified tree location, and shall include full compensation for, furnishing and placement of the Root Barrier as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 66: Damaged Sod/Irrigation Replacement (Sheet L-3)

Measurement and Payment for “**Damaged Sod/Irrigation Replacement (Sheet L-3)**” shall be per an **Allowance Price (AP)** of **\$975** in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans locations requiring the work, and shall include full compensation for, furnishing and replacing damaged sod and irrigation as required pursuant to the Plans and these Special Provisions, and furnishing

all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 67: Furnish and Install Complete Irrigation System

Measurement and Payment for “**Furnish and Install Complete Irrigation System**” shall be per **Lump Sum (LS)** for furnishing and installing the irrigation system in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing and installing the complete irrigation system as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment, testing, and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 68: Electrical Service Connection to New Controller (SCE)

Measurement and Payment for “**Electrical Service Connection to New Controller (SCE)**” shall be per **Lump Sum (LS)** for furnishing and installing the irrigation controllers in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing, installing, connecting, and coordinating the work with SCE for the installation of the controllers for the irrigation system as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment, testing, and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 69: Irrigation Water Meter and Service Connection (MWD)

Measurement and Payment for “**Irrigation Water Meter and Service Connection (MWD)**” shall be per **Lump Sum (LS)** for furnishing and installing the ollers in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing, installing, connecting, and coordinating the work with MWD, backflow preventer, hydrometer and isolation valve, for the installation of the meters and service connections for the irrigation system as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor, equipment, testing, and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

Bid Item No. 70: Landscaping/Irrigation Maintenance (90 Days)

Measurement and Payment for “**Landscaping/Irrigation Maintenance (90 Days)**” shall be per **Lump Sum (LS)** for maintaining the landscaping and irrigation system for 90 days in accordance with these Special Provisions, Standard Specifications, and as shown on the Plans, and shall include full compensation for, furnishing, installing, connecting, replacing, re-planting, repairing, testing, and all work required to obtain a final approval for the landscaping and irrigation system complete and functional as required pursuant to the Plans and these Special Provisions, and furnishing all materials, services, tools, labor,

equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

[Add the Following Section:].

1000 ADDITIONAL WORK ITEMS

1000-1 General

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance

1000-2 Measurement and Payment

BID ITEM No. 71: ADDITIONAL WORK ITEMS

At the direction of the ENGINEER, the Contractor shall provide labor, equipment, and materials for the project management beyond the Scope of Work established within the Project Plans and Specifications. Work **might** include, but not be limited to; delivery of additional newsletters; disposal of materials; potholing; added AC pavement section removal and replacement; removal of existing fence; furnishing and installation of informational signs; and related work, and will only be performed if required, and approved by the ENGINEER. The Contractor acknowledges that this bid item will only be used at the discretion of the ENGINEER. The allowance for this line item is as shown within the Proposal Section of these Specifications, and all requested added work will be in conformance with the Specifications.

Measurement and Payment for “**Additional Work Items**” shall be paid per **Force Account (F.A.)** for all work performed pursuant to Section 7-4.2 of these Specifications and shall, include all labor, equipment, materials as required to complete the work as directed by the ENGINEER.

**MISCELLANEOUS
CONTRACT
DOCUMENTS
(SAMPLE)**

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 20-18**

THIS PUBLIC WORKS AGREEMENT (“Agreement”), dated _____ (“Effective Date”), is made by the CITY OF COSTA MESA, a political subdivision of the State of California (“CITY”), and _____, a [state] [type of organization] (“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 Work is further described in the “Contract Documents” referred to below.

The Project is known as _____, City Project No. ____ (“Project”).

2. CONTRACT DOCUMENTS.

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

- a. This Agreement;
- b. CONTRACTOR’s bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent’s Power of Attorney for each bond;

- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction (“The Greenbook”); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

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 _____, 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.

_____ (\$ _____ .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 _____ [working/calendar] 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 _____ 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. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 and providing for a five percent (5%) retention. 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. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY

arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond

in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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 neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

19. 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 20 (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.

20. 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 19 (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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 as Attachment 1. 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.

26. 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.

27. 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.

28. 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.

29. 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: _____

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

Attn: _____

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

30. 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.

31. 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.

32. 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.

33. 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.

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
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Acting Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

Baltazar Mejia, P.E.
Interim City Engineer

Date: _____

SAMPLE

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	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 subgrantee 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 subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee'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 violation.
- 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.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3

B. Contractor and/or subgrantee 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 subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee 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, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee 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 subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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 must 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.

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive P. O. Box 1200 Costa Mesa, CA 92628-1200	INSURANCE COMPANIES AFFORDING COVERAGES Company Letter A
NAME AND ADDRESS OF INSURED	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time, including attached endorsement(s).

COMPANY LETTER	TYPE OF INSURANCE	POLICY NO.	POLICY EXP. DATE	LIMITS OF LIABILITY IN THOUSANDS (\$00)	
				Each Occurrence	Aggregate
	GENERAL LIABILITY				
	Comprehensive Form			Bodily Injury	\$
	Premises—Operations			Property Damage	\$
	Explosion & Collapse Hazard				
	Underground Hazard				
	Products/Completed—Operations Hazard			Bodily Injury and Property Damage Combined	\$
	Contractual Insurance				
	Broad Form Property Damage				
	Independent Contractors				
	Personal Injury				\$
	Marine				
	Aviation				
	AUTOMOBILE LIABILITY				
	Comprehensive Form			Bodily Injury (Each Person)	\$
				Bodily Injury (Each Occurrence)	\$
	Owned			Property Damage	\$
	Hired			Bodily Injury and Property Damage Combined	\$
	Non-owned				
	EXCESS LIABILITY				
	Umbrella Form			Bodily Injury and Property Damage Combined	\$
	Other than Umbrella Form				
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			Statutory	(Each Accident)

NOTE: The Comprehensive General Liability policy and/or Automotive Liability policy is/are endorsed with the City of Costa Mesa Endorsement(s) shown on the reverse side.

CANCELLATION: 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.

By: _____ Agency: _____ Date Issued _____
Authorized Representative

Description of operations/locations/vehicles: All operations performed for the City of Costa Mesa by or on behalf of the named insured in connection with the following designated contract:

(Project title and contract number)

NOTICE: This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, including attached endorsements.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS - PERMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Political Subdivision:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

CG 20 12 07 98

Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**Workers Compensation
Waiver of Subrogation Endorsement**

Policy Number:
Named Insured:
Workers Compensation Carrier: Star Insurance Company

**IT IS AGREED THE WE WAIVE ANY RIGHT TO RECOVERY WE MAY HAVE AGAINST
THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BECAUSE PAYMENT
WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF "YOUR WORK" DONE
UNDER A CONTRACT WITH THAT PERSON OR ORGANIZATION.**

Schedule

Name or Person(s) or Organization:

WC 04 03 06

Copyright, Insurance Service Office, Inc., 1984

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Policy Number
Producer: Effective Date

Schedule

Person or Organization

Job Description

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT
PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has awarded to _____ hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: _____

_____ ; and
WHEREAS, said Contractor is required by the provisions of Chapter 7, Division 3, Title 15, Sections 3247-3248, Civil Code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We _____
the undersigned Contractor, as Principal, and _____ a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of _____ Dollars (\$ _____), said sum being not less than one-half of the estimated amount payable by the said CITY OF COSTA MESA under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the above contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

Bond Number _____

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK**

(The premium charge on this bond is \$ _____, being at
the rate of \$ _____ per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has
entered into a contract dated _____, 20____, which is hereby incorporated by reference
herein, with _____

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

_____ ; and

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

NOW, THEREFORE, We the Principal, and _____,
a corporation organized and existing under the laws of the State of _____
and duly authorized to transact business under the laws of the State of California, as Surety, are held and
firmly bound unto the CITY OF COSTA MESA in the penal sum of _____
_____ Dollars (\$ _____), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and
truly keep and perform the covenants, conditions and agreements in the said contract and any alteration
thereof made as therein provided, or his or their part, to be kept and performed at the time and in the
manner therein specified, and in all respects according to their true intent and meaning, and shall
indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated,
then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any wise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or the work or to the specifications.

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

City of Costa Mesa, Department of Public Services
Application and Permit for Work Described Below

PERMIT NO.

VENDOR NO.

Address or Location of Work _____ Date _____

Type of Work to be Done _____

Start Date _____ Permit Not Valid After _____ (Expiration Date) Plan No. _____
 Contractor's Name _____ Address _____
 Telephone No. (Day) _____ (Night) _____ City and State _____
 State License No./Class _____ City Business License No. _____
 Applicant's Name _____ Address _____
 Telephone No. _____ Developer's Name _____ Telephone No. _____
 Name of Insurance Co. _____ Insurance Cert. No.(s) _____
 24-Hour Emergency Contact _____ Telephone No. _____

<table style="width: 100%; border-collapse: collapse;"> <tr><td>Bond</td><td>\$</td><td>_____</td></tr> <tr><td>Cash Deposit</td><td>\$</td><td>_____</td></tr> <tr><td>Issuance</td><td>\$</td><td>_____</td></tr> <tr><td>Inspection</td><td>\$</td><td>_____</td></tr> <tr><td>TOTAL</td><td>\$</td><td>_____</td></tr> </table>	Bond	\$	_____	Cash Deposit	\$	_____	Issuance	\$	_____	Inspection	\$	_____	TOTAL	\$	_____	<p>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</p> <p>Account # </p>	<p align="center">PERMIT APPROVED FOR CITY ENGINEER</p> <p>By _____ Date _____</p> <p>Underground Service Alert ID No. _____</p>
Bond	\$	_____															
Cash Deposit	\$	_____															
Issuance	\$	_____															
Inspection	\$	_____															
TOTAL	\$	_____															

Permittee shall contact the City Inspector's office (754-6025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15-25-15-27, 15-27.1, 15-39 and 15-48.

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of 6:30 a.m. - 3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native and imported .
3. Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. _____
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. _____
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMVC Section 15-27 and printed on the reverse of this application.
16. Other: _____

NOTICE: Contractor must notify the following Utility Companies two working days before starting work

Costa Mesa Sanitary District (714) 631-1731	Mesa Consolidated Water District 714) 631-4200	UNDERGROUND SERVICE ALERT Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-9031; (213) 821-3111
--	---	---

INSPECTION RECORD	Inspector of Records	
Date		<p>CERTIFICATE OF INSPECTION I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.</p> <p>By: _____ Inspector</p> <p style="text-align: right;">Date _____</p>

0183-62 ma, rev. 2/03
 White - Inspectors;
 Canary - Engineering;
 Pink - Finance
 Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature _____ Date _____

3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE
THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED



APPLICATION FOR BUSINESS LICENSE
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
 TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200
 (714) 754-5234 TDD: (714) 754-5244

Business Name _____

Parent Company Name _____
 (If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
 (Cannot be a P.O. Box) Street # Street name Unit # City State Zip

Mailing Address _____
 (Can be a P.O. Box) Street # Street name Unit # City State Zip

Business Telephone # () _____ Business Start Date _____ No. of Employees (on average) _____

Ownership (Check One only)
 Sole Owner Corporation Partnership Husband & Wife Co-ownership Limited Liability Company
 Limited Liability Partnership

Seller's Permit No. _____ Contractors State No. & Class _____
 (If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # _____ Federal Firearms License # (if applicable) _____

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # () _____ Title _____	Telephone # () _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: _____

Standard Industrial Class Code (SIC) _____

Alcohol Beverage Control Permit No. _____ Department of Motor Vehicles Permit # _____
 (If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) _____ (S-SU) _____ Number of Rental Units/Rooms/Spaces _____
 (Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
 (wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over \$500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
 Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left _____
 Enter the tax due amount here \$ _____
 PLUS (# of sellers x \$5 = \$ _____)
 EQUALS Total tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
 (Fees based on annual operating expenses when no receipts generated)
 Enter annual operating expenses amount \$ _____
 Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
 (California Licensed) Total tax due \$50.00

VEHICLE WHEEL, TAXI, TOW TRUCK, BUS
 Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

- | | | |
|---|------------------------------|-----------------------------|
| Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you have an assembly room with an occupant load of 50 or more persons? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you be installing a spray booth? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will your business produce dust/wood shavings or other material? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you be storing or using flammable or combustible liquids or compressed gases? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you be warehousing materials higher than 12 feet? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
- Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 754-5128.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. ** Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. ** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized Signature _____ Title _____ Date _____

FOR CITY OFFICE USE ONLY

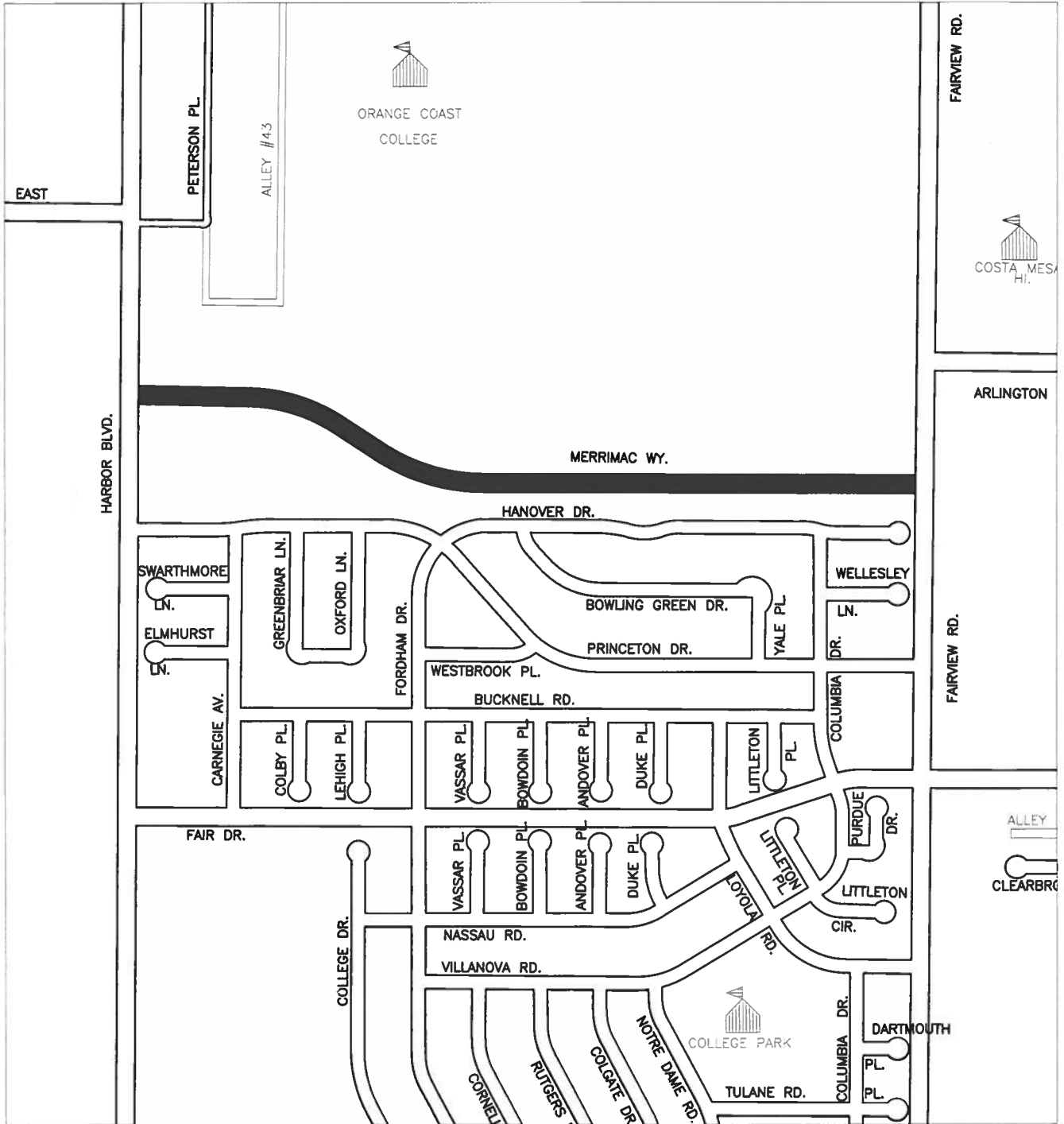
Planning Approval _____ Date Approved _____ CUP Required? _____ CUP # _____
 Building Approval _____ Date Approved _____ Comments _____
 Fire Department Approval _____ Date Approved _____

APPENDIX A

LOCATION MAP



CITY OF COSTA MESA Public Services/Engineering

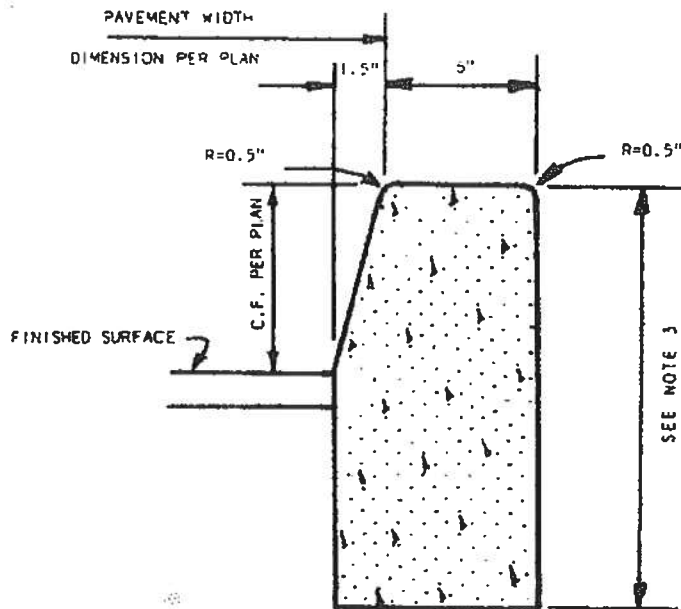


MERRIMAC WAY IMPROVEMENTS FROM HARBOR BOULEVARD TO FAIRVIEW ROAD

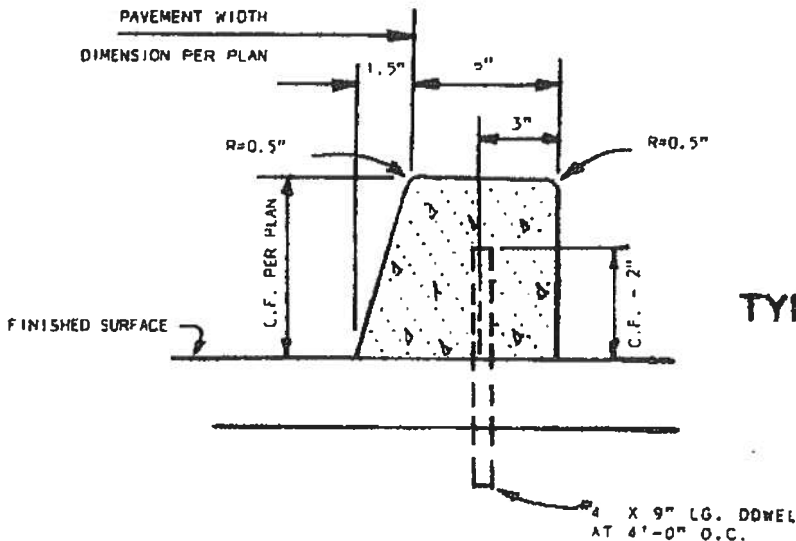
■ PROPOSED IMPROVEMENTS

APPENDIX B

CITY AND CALTRANS STANDARD DRAWINGS



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 " 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

B. D. Matheson
BRUCE MATHESON
D C E 1988

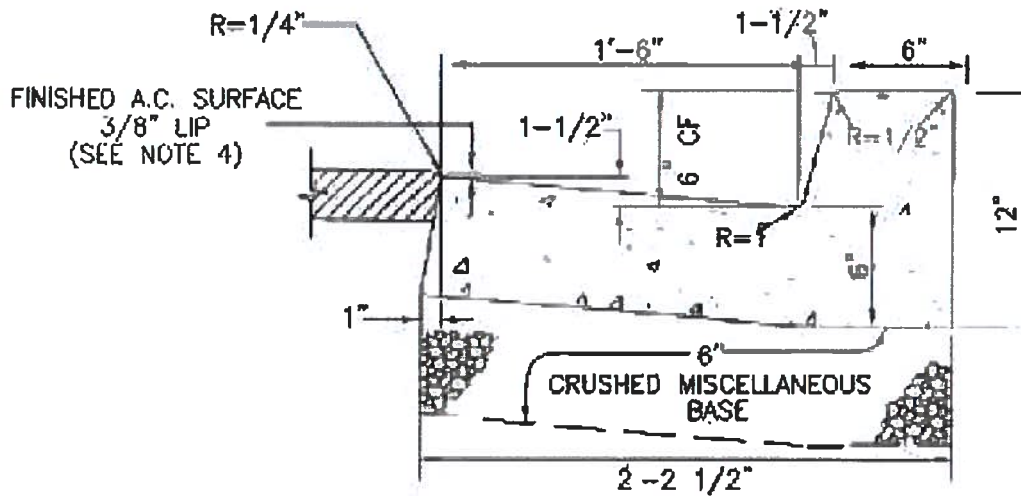
DATE 4/23/86

DRAWN DWL

SCALE NONE

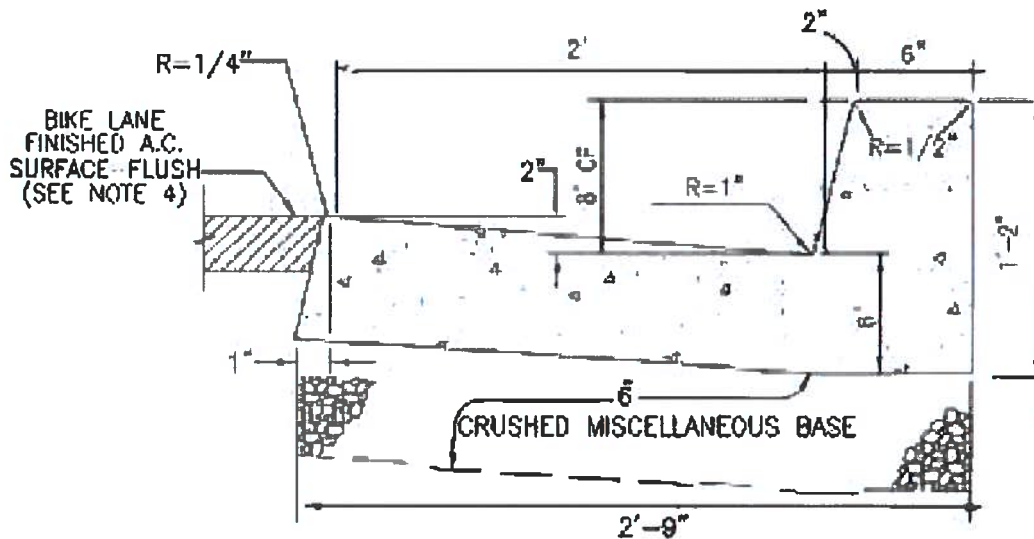
STD. DWG. NO.

311



CONCRETE=0.05054 CUBIC
YARDS PER
LINEAR FT
1 CY=19.7863 LINEAR FT.

TYPE "C-6" CURB & GUTTER
N.T.S.



CONCRETE=0.0645 CUBIC
YARDS PER
LINEAR FT
1 CY=15.50 LINEAR FT.

TYPE "C-8" CURB & GUTTER
N.T.S.

NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL BCR'S AND ECR'S. 1/8" x 2" WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR JOINT DETAILS, SEE STD DWG NO 314.
2. CONCRETE SHALL BE CLASS 560-C-3250 (330-C-23) PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
3. SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.
4. ALL AC FINISHED SURFACES SHALL HAVE A 3/8" LIP, EXCEPT AREAS WITH BIKE LANES AND MAJOR ARTERIALS, WHERE FINISHED AC SURFACE SHALL BE FLUSH WITH EDGE OF GUTTER.

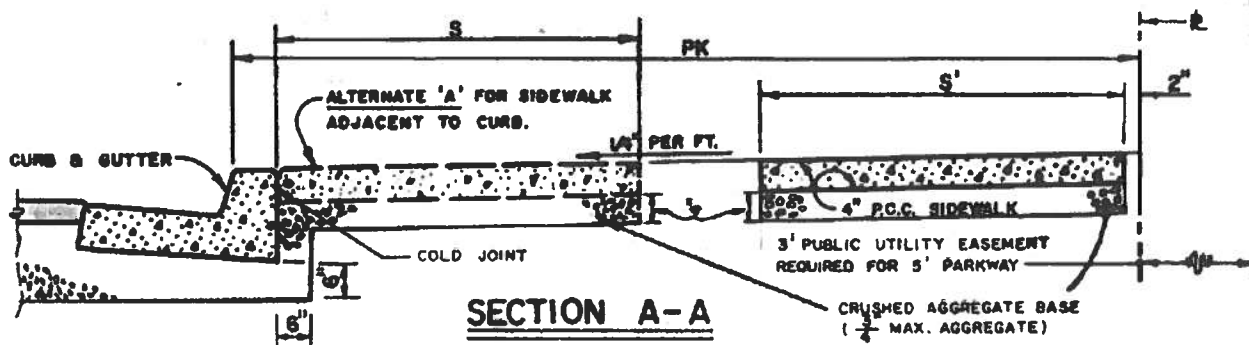
CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

TYPE "C"
CURB & GUTTER

Costa Mesa

RECOMMENDED  CITY ENGINEER

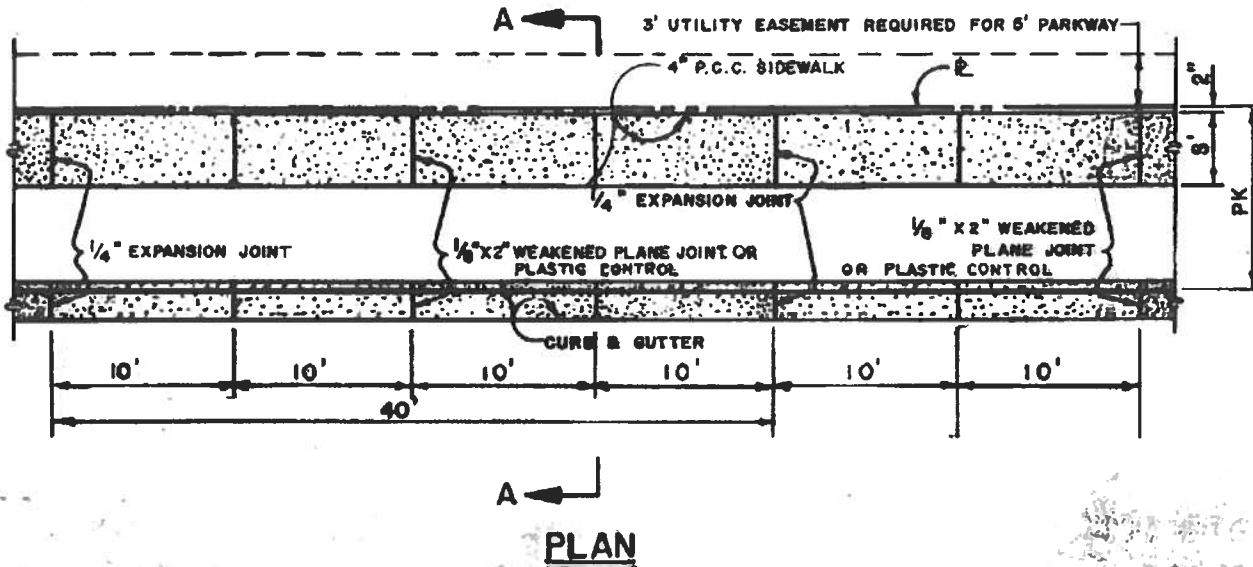
STD. DWG. NO.
312



DIMENSIONS:

PK = PARKWAY WIDTH
S = SIDEWALK WIDTH

50' R/W -- PK = 5'	S = 4'-4"	
60' R/W -- PK = 10'	S = 4'-4"	
84' R/W -- PK = 7'	S = 4'-4"	RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
106' R/W -- PK = 7'	S = 4'-4"	RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
120' R/W -- PK = 8'	S = 4'-4"	RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL
S' = 4'-0"		



NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/2" X 2" PLASTIC CONTROL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.1.2.
7. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED, IF JOINING EXISTING IMPROVEMENTS AND APPROVED BY CITY ENGINEER.
8. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED OFF WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK DETAILS

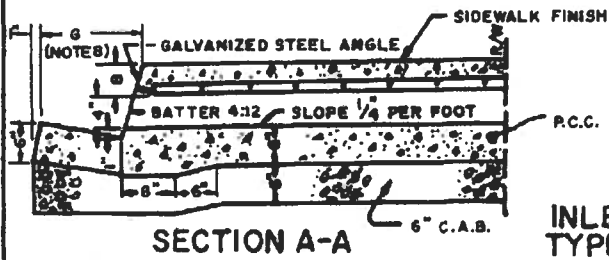
APPROVED *BDM* DATE *11/12/05*
BRUCE D. MATTERN R.C.E. 19389

DRAWN: W.A.B.

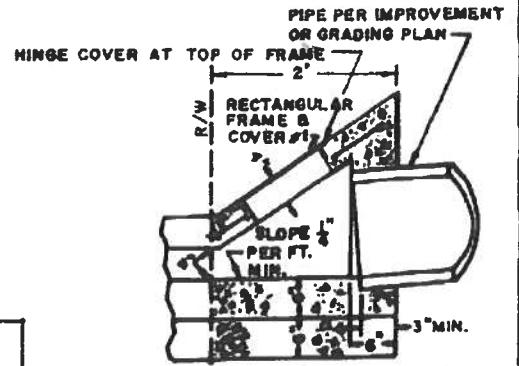
SCALE: NONE

STD. DWG. NO.
411

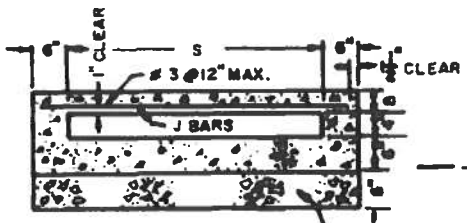
REV.



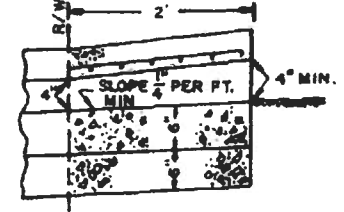
SECTION A-A



SECTION-INLET TYPE I



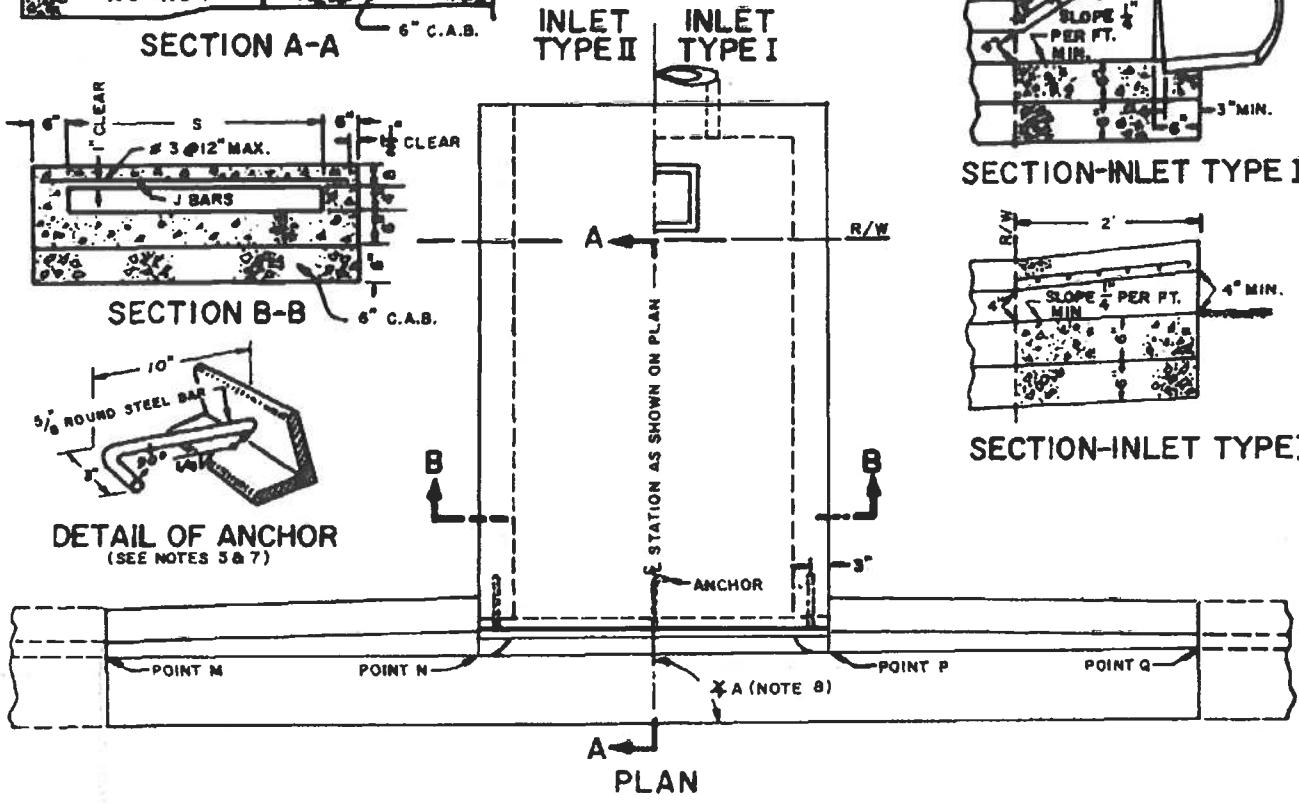
SECTION B-B



SECTION-INLET TYPE II



DETAIL OF ANCHOR
(SEE NOTES 5 & 7)



PLAN



PROFILE

NOTES:

1. FLOOR OF BOX TO BE TROWELED SMOOTH.
2. WHEN THE TOE OF SLOPE IS WITHIN THE R/W, INLET TYPE I BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH APPROACH (TYPE II) THE 2' EXTENSION IS NOT REQUIRED WHEN THE BACK OF WALK IS 2' OR MORE FROM THE R/W LINE.
4. TOP OF INLET STRUCTURE (TYPE I & II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICABLE.
5. A HEADED STEEL STUD 3/4" X 1/2" WITH HEAD D=1" ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT M AND Q, S+5" AT POINT N AND P.
7. THE 3" LEG OF THE INTERIOR ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. G, S, AND A SHALL BE PER IMPROVEMENT PLANS.
9. CURB BATTER SHALL CONFORM TO EXISTING ADJOINING CURB. SEE STD. DWG. NO. 311.
10. CONCRETE SHALL BE CLASS 560 C 3250.

STEEL LIST

S	B	GALVANIZED STEEL ANGLE	ANCHOR	J BAR	FOR SPACING	LENGTH
1'-0"	3"	2" X 2" X 1/4"	2	#3	7"	1'-0"
1'-6"	"	"	"	"	"	2'-3"
2'-0"	"	"	"	"	"	2'-9"
2'-6"	"	"	"	"	"	3'-3"
3'-0"	"	"	3	"	"	3'-9"
3'-6"	"	"	"	"	6"	4'-3"
4'-0"	"	"	"	"	6"	4'-9"
4'-6"	4"	3" X 3" X 1/4"	"	"	6"	5'-3"
5'-0"	"	"	"	"	6"	5'-9"
5'-6"	"	"	"	"	4"	6'-3"
6'-0"	"	"	"	"	3"	6'-9"

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

PARKWAY DRAIN NO. 1

APPROVED *B.D. Mattern* DATE 12/13/55
BRUCE D. MATTERN R.C.E. 19399

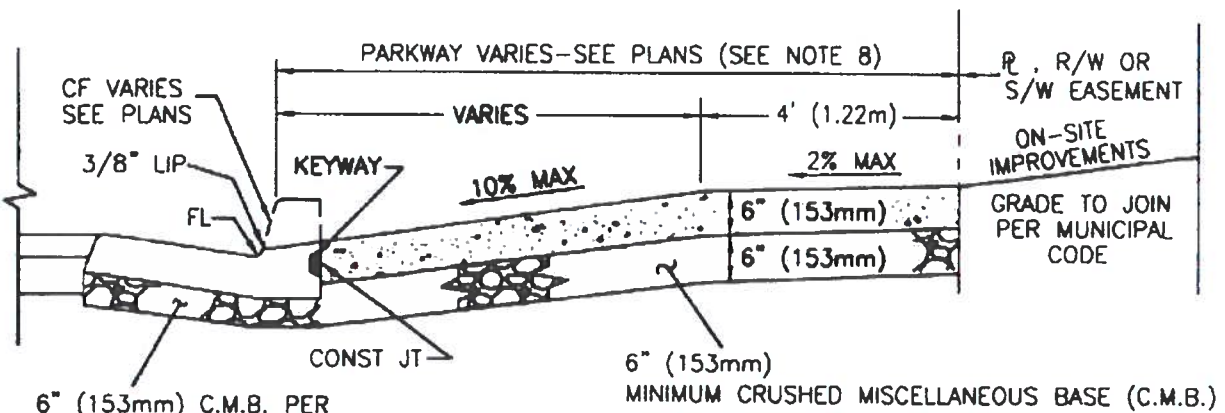
DRAWN *E.K.S.*

SCALE NONE

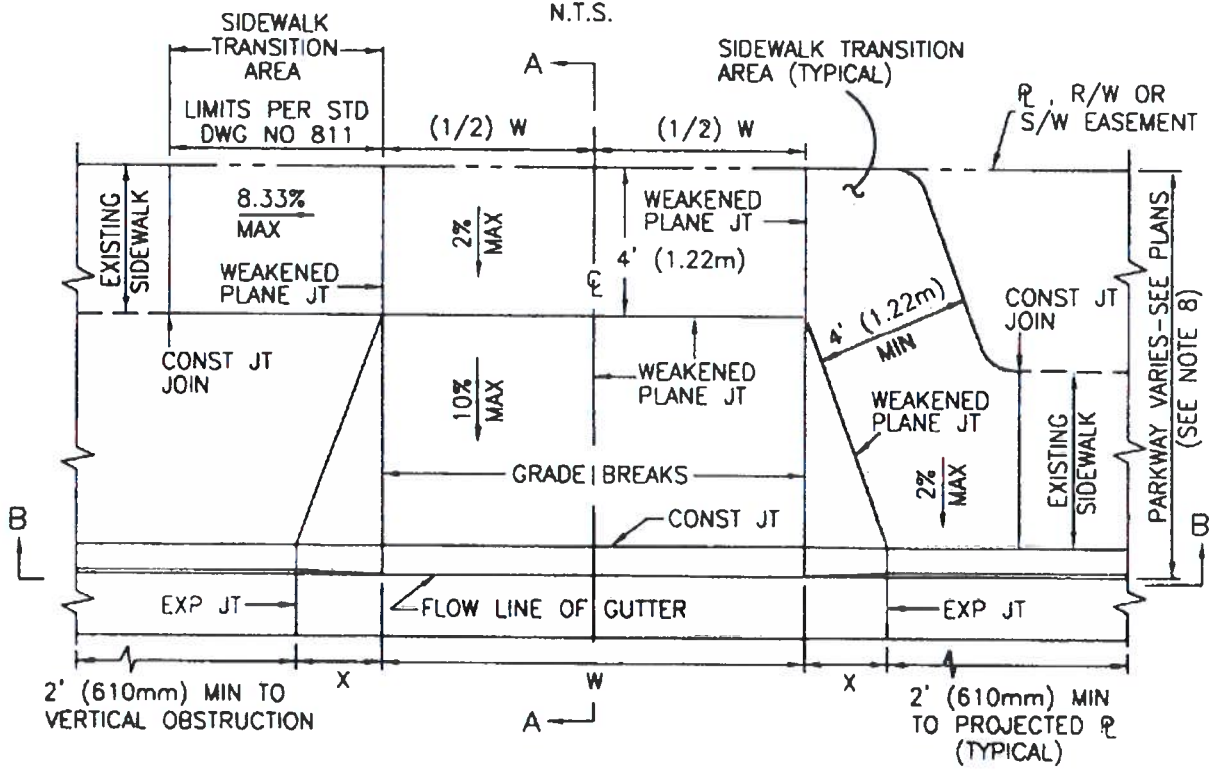
STD. DWG. NO.

417

REV



SECTION A-A
N.T.S.



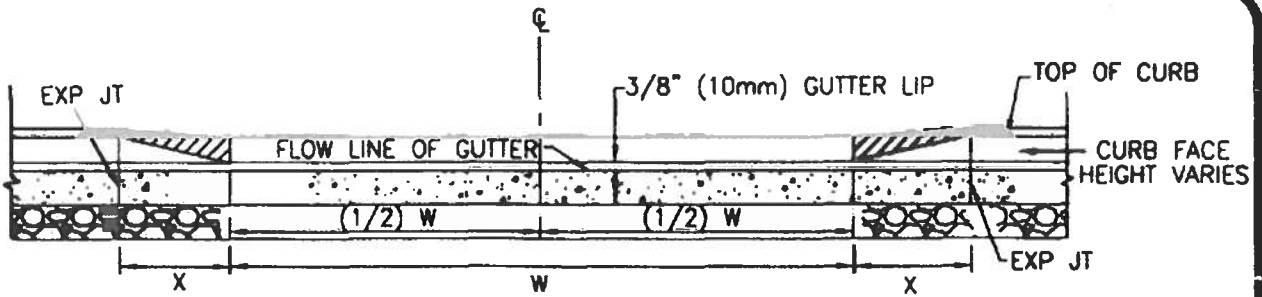
PLAN
N.T.S.

<p>CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT</p>	<p>RESIDENTIAL DRIVEWAY APPROACH TYPE I</p>	
<p>APPROVED BY: <i>[Signature]</i> ERNESTO MUÑOZ CITY ENGINEER</p>	<p><i>[Signature]</i> 1/10/03 WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES</p>	<p>STD. DWG. NO. 513</p>

FILE NAME: STD-513.DWG/

REVISED:

SHT. 1 OF 2



SECTION B-B

N.T.S.

DIMENSIONS

W=10' (3.05m) MIN - 16' (4.88m) MAX FOR RESIDENTIAL DRIVEWAYS.

X= 4' (1.22m) FOR 6" (153mm) CURB FACE.

X= 5' (1.52m) FOR 8" (204mm) CURB FACE.

NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. THERE SHALL BE ONE DRIVEWAY PER PROPERTY.
3. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
4. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
5. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
6. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
7. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
8. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF RIGHT-OF-WAY/PROPERTY LINE.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL
DRIVEWAY APPROACH
TYPE I



APPROVED BY:

Ernesto Lopez
ERNESTO LOPEZ

CITY ENGINEER

William Morrey
WILLIAM MORREY
1/10/03
DIRECTOR OF PUBLIC SERVICES

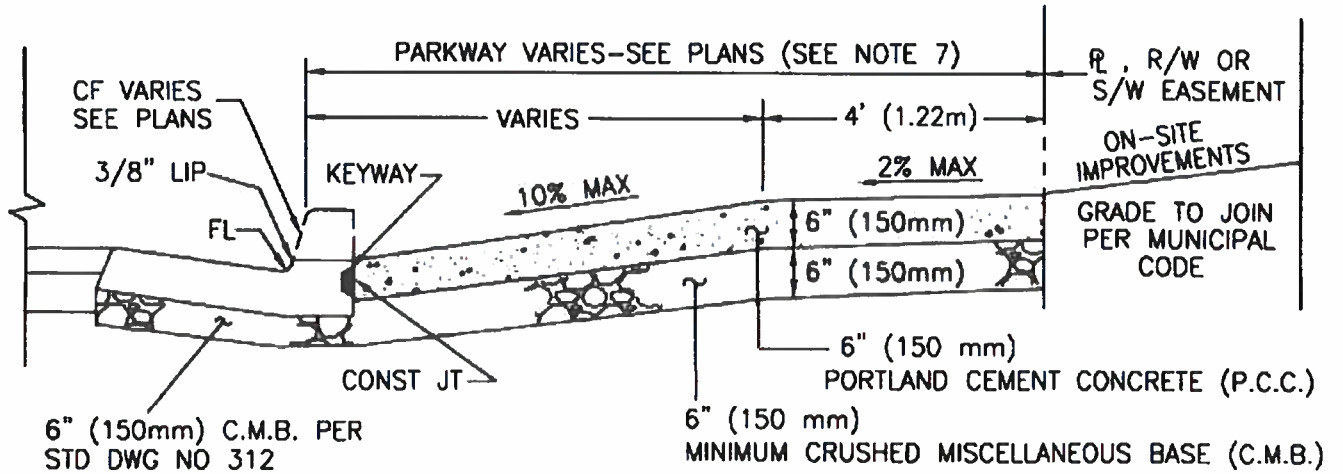
STD. DWG. NO.

513

FILE NAME: STD-513.DWG

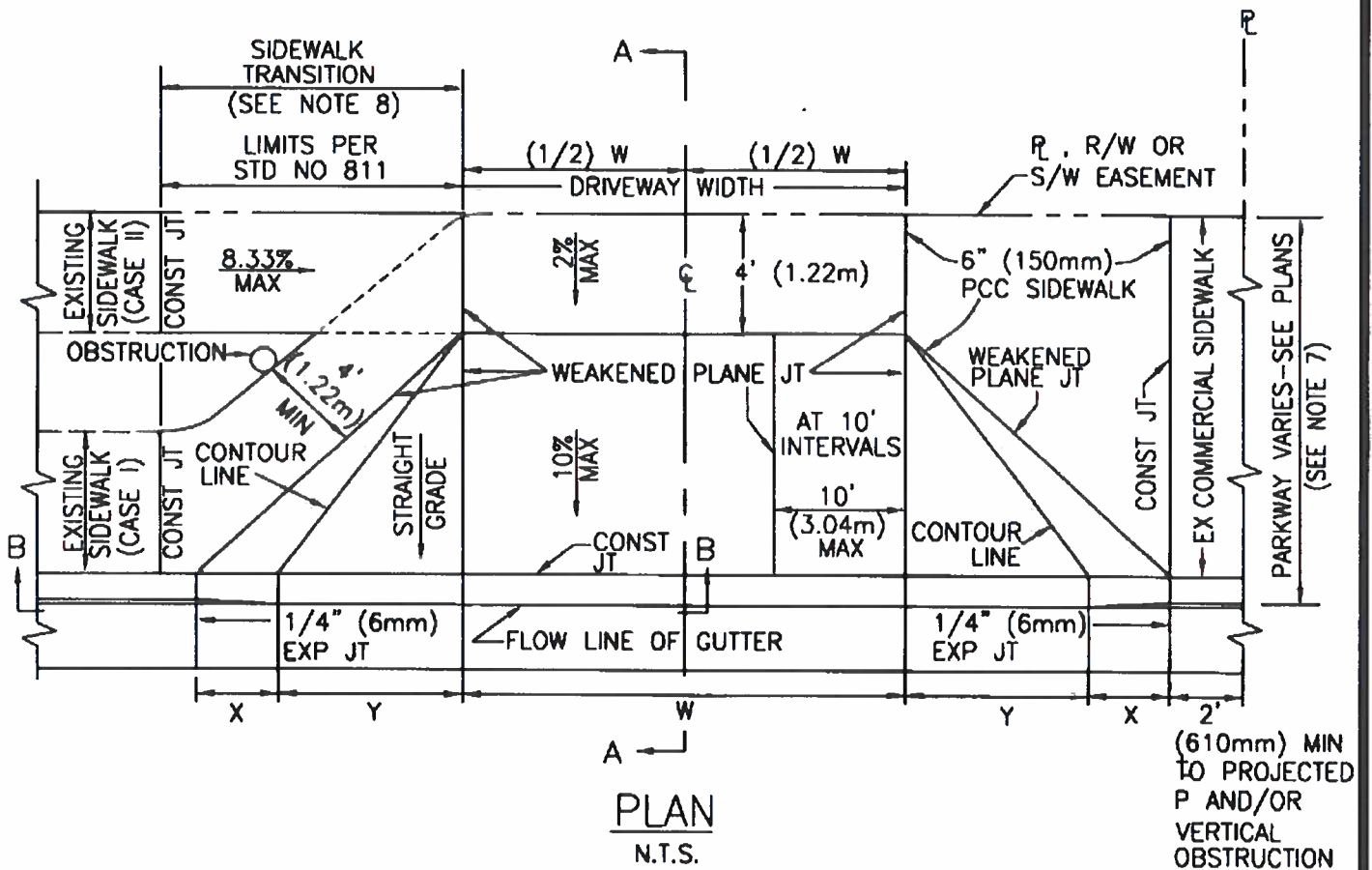
REVISED:

SHT. 2 OF 2



SECTION A-A

N.T.S.



PLAN

N.T.S.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

DRIVEWAY APPROACH-TYPE II
COMMERCIAL AND MULTI-USE

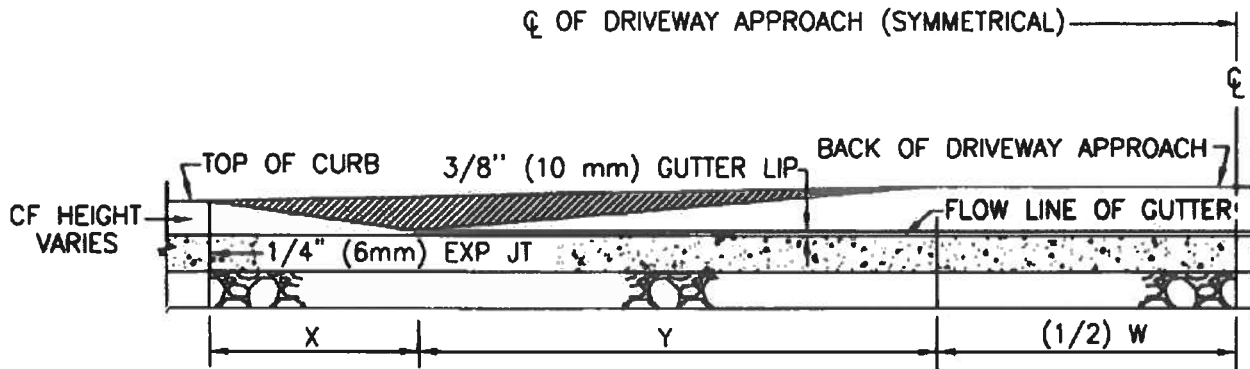


APPROVED:

Ernesto Munoz
ERNESTO MUNOZ CITY ENGINEER

William J. Moore 9/24/03
WILLIAM MOORE DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.
514



SECTION B-B
N.T.S.

DIMENSIONS

- W= 16' (4.88m) MIN - 26' (7.92m) MAX FOR ALL DRIVEWAYS.
- X= 4' (1.22m) FOR 6" (150mm) CURB FACE.
- X= 5' (1.52m) FOR 8" (200mm) CURB FACE.
- Y= 7' (2.13m) ON MASTER PLAN STREETS
- Y= 4' (1.22m) ON RESIDENTIAL, NON-MASTER PLAN STREETS.

NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
3. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
4. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
5. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
6. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
7. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF PROPERTY/RIGHT-OF-WAY LINE.
8. CASE I - SIDEWALK ADJACENT TO CURB AND GUTTER. NO GREENBELT.
CASE II - EXISTING GREENBELT BETWEEN SIDEWALK AND CURB AND GUTTER.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

DRIVEWAY APPROACH-TYPE II
COMMERCIAL AND MULTI-USE

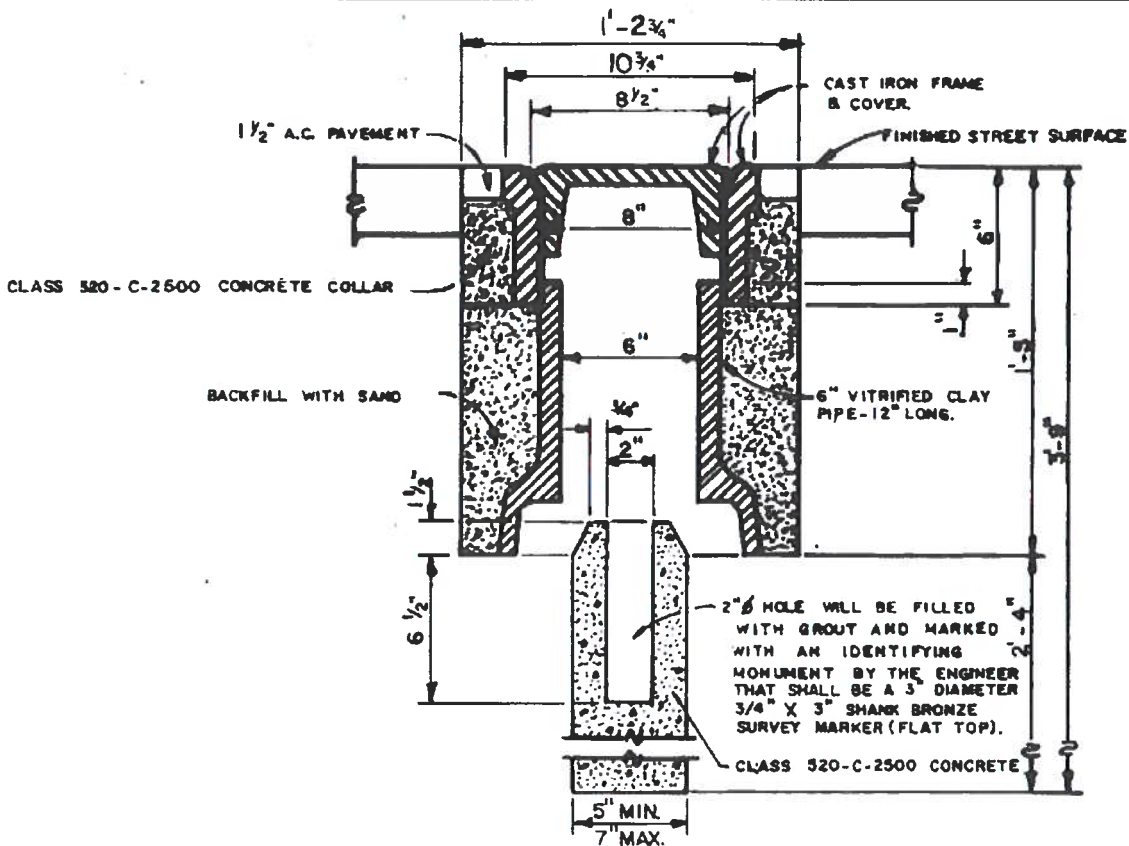


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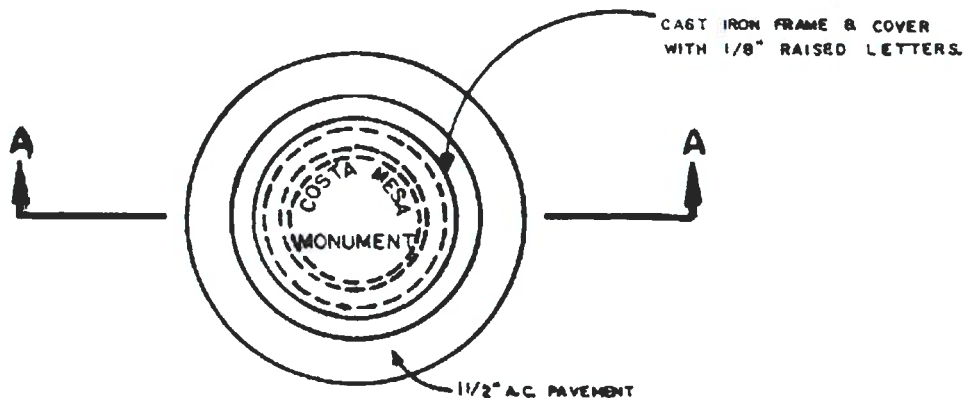
Ernesto Munoz
ERNESTO MUNOZ CITY ENGINEER

William Morris 9/29/03
WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.
514



SECTION A-A



PLAN

CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

SURVEY MONUMENT
TYPE "A"

APPROVED

B. D. Mattern
BRUCE D. MATTERN R.C.E. 19388

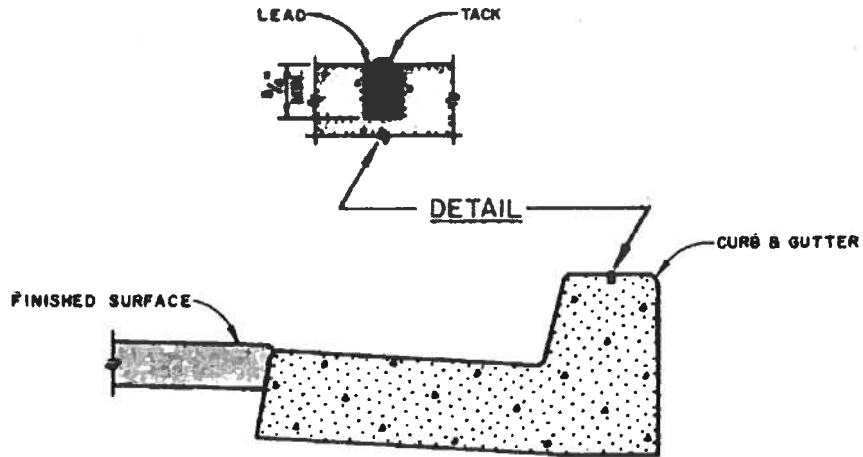
DATE 12/13/05

DRAWN C.P.R.

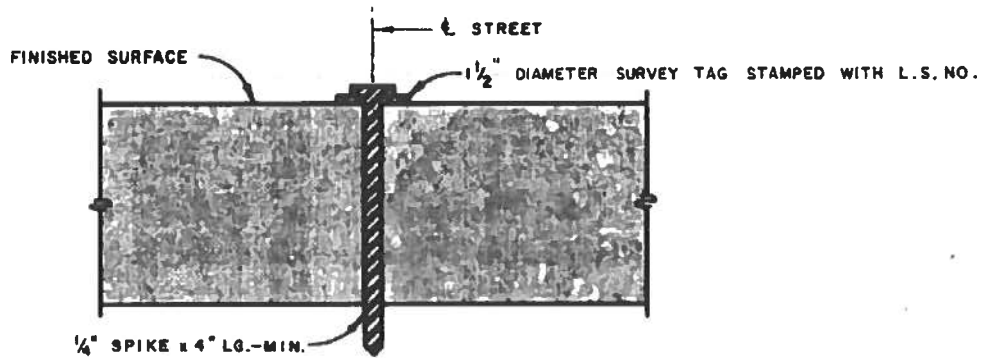
SCALE NONE

STD. DWG. NO.

613



SECTION



SECTION

NOTES:

1. ALL TIE POINTS SHALL BE LEAD & TACK. LEAD SHALL BE A MIN. OF 3/4" DEEP AND TACKS SHALL BE MADE OF BRASS.
2. ALL INTERSECTION & CENTER LINE CONTROL POINTS SHALL BE SPIKE & WASHER.
3. ALL CONTROL POINTS SHALL HAVE A MIN. OF 4 TIES, WITH TIES PLACED SUCH THAT A PROPER ANGLE IS OBTAINED FROM THE TIE TO THE CONTROL POINT AS DETERMINED BY THE CITY ENGINEER.
4. RECORD CENTER LINE TIE DATA ON TIE SHEET AVAILABLE AT THE CITY OF COSTA MESA, ENGINEERING DIVISION.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SURVEY CENTER LINE TIES

APPROVED

BRUCE D. MATTERN R.C.E. 19308

DATE

DRAWN W.A.B.

SCALE NONE

STD. DWG. NO.

615

REV.

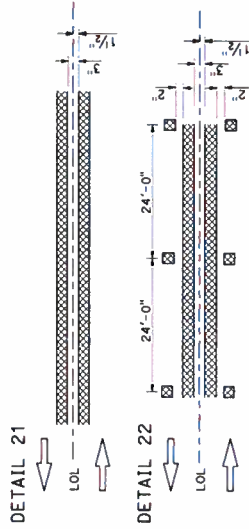
DIST	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEETS	TOTAL SHEETS

Attilio Ferruzzi
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

ATILIO FERRUZZI
CDB402
REG. NO. 53119
STATE OF CALIFORNIA
REGISTERED PROFESSIONAL ENGINEER
IN THE STATE OF CALIFORNIA
EXPIRES 5/31/2021
FOR DETAILS WHICH ARE NOT RESPONSIBLE FOR THE DESIGN OF THIS PLAN SHEET, SEE OTHER COPIES OF THIS PLAN SHEET.

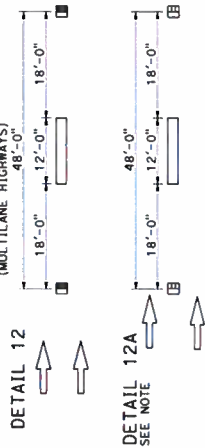
NO PASSING ZONES-TWO DIRECTION



~~DETAIL 23~~ DETAIL 23 DELETED

LANELINES (Cont)

(MULTILANE HIGHWAYS)



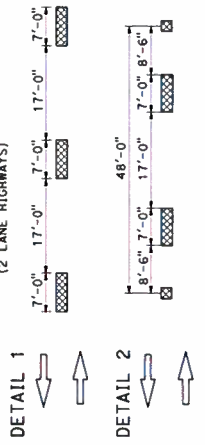
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~~DETAIL 14~~ DETAIL 14 DELETED

~~DETAIL 14A~~ DETAIL 14A DELETED

CENTERLINES

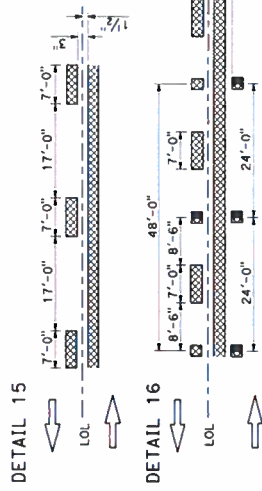
(2 LANE HIGHWAYS)



~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

NO PASSING ZONES-ONE DIRECTION



~~DETAIL 17~~ DETAIL 17 DELETED

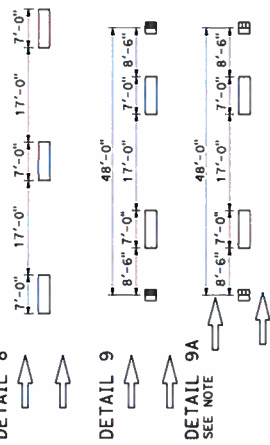
DETAIL 18

DETAIL 19

~~DETAIL 20~~ DETAIL 20 DELETED

LANELINES

(MULTILANE HIGHWAYS)

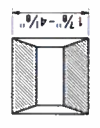
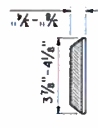
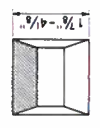
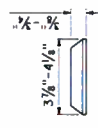


~~DETAIL 10~~ DETAIL 10 DELETED

DETAIL 11

LEGEND

- MARKERS**
- TYPE C RED-CLEAR RETROREFLECTIVE
 - TYPE D TWO-WAY YELLOW RETROREFLECTIVE
 - TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 - TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- LINES**
- 6" WHITE
 - 6" YELLOW



TYPE C AND TYPE D **TYPE G AND TYPE H**

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
AND TYPICAL DETAILS**

NO SCALE

A20A

NOTE:
FOR FREEWAY APPLICATION ONLY

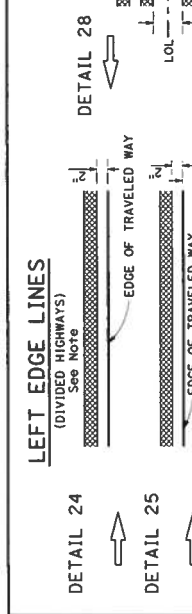
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DIST COUNTY ROUTE POST MILES TOTAL SHEETS TOTAL SHEETS
 PROJECT No. SHEET No.
 REGISTERED CIVIL ENGINEER
 April 19, 2019
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 REGISTERED PROFESSIONAL ENGINEER
 M166 Ferrel
 C8002
 3-31-21
 CIVIL
 STATE OF CALIFORNIA

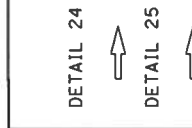
TO ACCOMPANY PLANS DATED
 INTERSECTION TREATMENTS

LEGEND
MARKERS
 TYPE D RETROREFLECTIVE
 TYPE H YELLOW RETROREFLECTIVE
 TYPE RY RED-YELLOW RETROREFLECTIVE
LINES
 6" WHITE
 6" YELLOW

MEDIAN ISLANDS



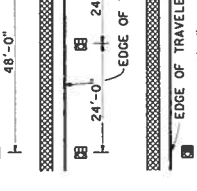
LEFT EDGE LINES
(DIVIDED HIGHWAYS)
See Note



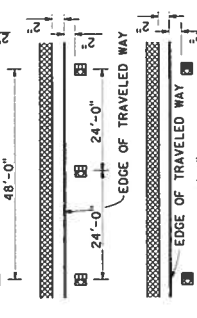
RIGHT EDGE LINES



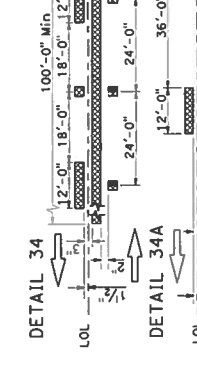
RIGHT EDGE LINE EXTENSION THROUGH INTERSECTIONS



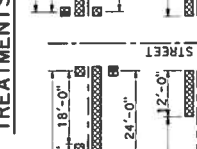
TWO-WAY LEFT TURN LANES



INTERSECTION TREATMENTS



MARKER DETAILS

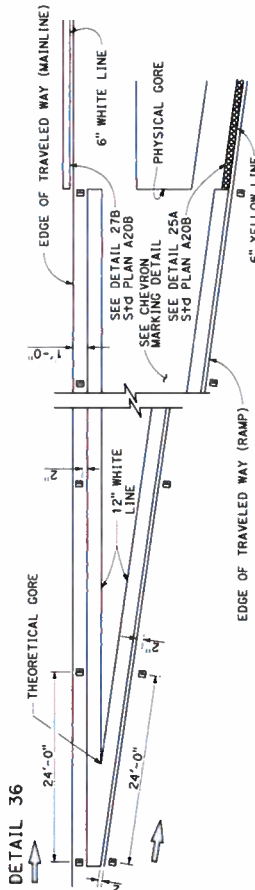


STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
 NO SCALE
 RSP A20B DATED APRIL 19, 2019, SUPERSEDES STANDARD PLAN A20B DATED MAY 31, 2018 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2018.
REVISED STANDARD PLAN RSP A20B

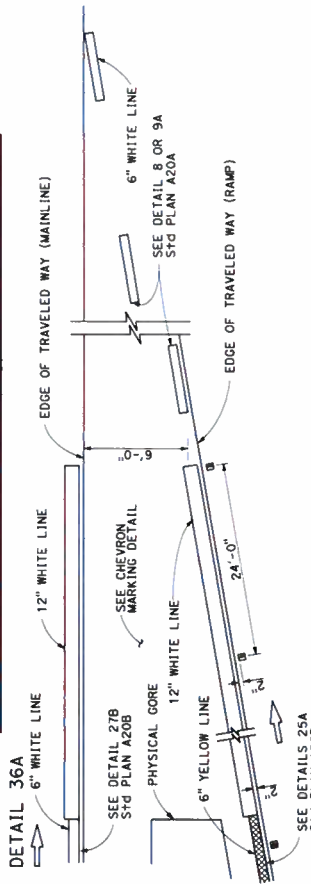
LEFT EDGE LINES NOTE:
 On freeways use traffic stripe details with Type RY markers.

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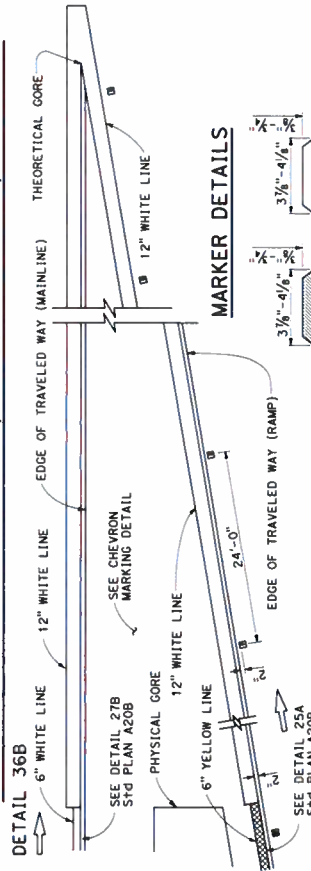
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



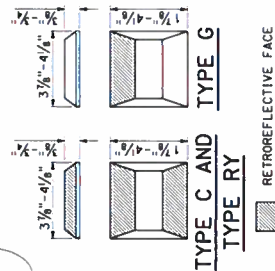
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT



MARKER DETAILS



LEGEND: MARKERS

- ▣ TYPE C RED-CLEAR RETROREFLECTIVE
- ▣ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ▣ TYPE RY RED-YELLOW RETROREFLECTIVE

TYPE C AND TYPE G

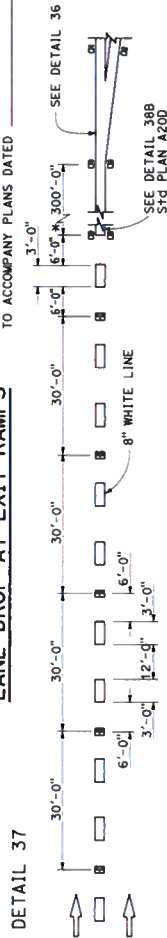
TYPE RY

▣ RETROREFLECTIVE FACE

NOTES:

Install a minimum of 1 chevron in the gore area, if at least 1 chevron will not fit into the gore area, do not install chevrons. Terminate chevron markings at physical gore. Gore area chevron pavement markings shown. For Exit and Entrance Ramp channelizing lines details, see Details 36, 36A, and 36B.

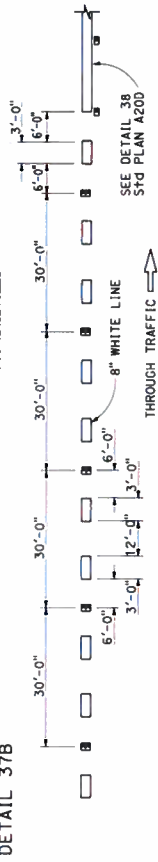
LANE DROP AT EXIT RAMP



* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

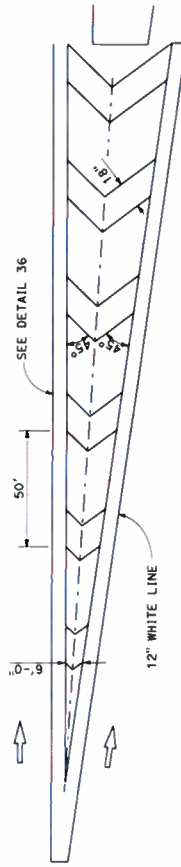
DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS

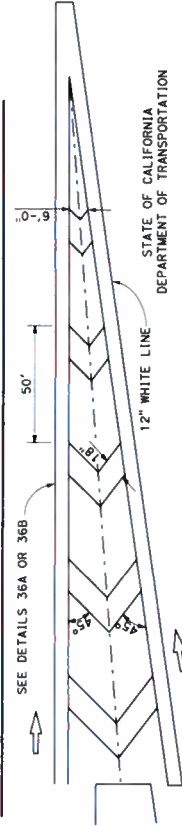


DETAIL 37C DELETED

CHEVRON PAVEMENT MARKINGS AT EXIT RAMP GORE AREA



CHEVRON PAVEMENT MARKINGS AT ENTRANCE RAMP GORE AREA



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20C DATED APRIL 17, 2020 SUPERSEDES RSP A20C DATED OCTOBER 19, 2018 AND STANDARD PLAN A20C DATED MAY 31, 2018 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A20C

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COUNTY ROUTE POST MILES TOTAL PROJECT NO. SHEET TOTAL SHEETS
 REGISTERED CIVIL ENGINEER
 October 19, 2018
 PLANS APPROVAL DATE
 REGISTERED PROFESSIONAL ENGINEER
 4110 Ferrous
 CMAA02
 3-31-19
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 DO NOT WARRANT OR GUARANTEE THE
 ACCURACY OR COMPLETENESS OF ANY
 COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED

CHANNELIZING LINE
 DETAIL 38 8" WHITE LINE
 24'-0" 24'-0"
 THROUGH TRAFFIC
 DETAIL 38A 8" WHITE LINE
 DETAIL 38B 8" WHITE LINE
 24'-0" 24'-0"
 DETAIL 38C 8" WHITE LINE
 DETAIL 38D (EXIT RAMP ONLY) 8" WHITE LINE
 24'-0" 24'-0"
BIKE LANE LINE
 DETAIL 39 6" WHITE LINE
INTERSECTION LINE
BIKE LANE
 DETAIL 39A 200'-0" INTERSECTION
 8'-0" 4'-0" 6" WHITE LINE
LANE LINE EXTENSIONS THROUGH INTERSECTIONS
 DETAIL 40 1'-0" 6'-0" 6" WHITE LINE
CENTER LINE EXTENSIONS THROUGH INTERSECTIONS
 DETAIL 41 1'-0" 6'-0" 6" YELLOW LINE

LEGEND
MARKERS
 TYPE C RED-CLEAR RETROREFLECTIVE
 TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 6" YELLOW LINE
MARKER DETAILS
 TYPE C
 TYPE G
 TYPE C RETROREFLECTIVE FACE
 TYPE G RETROREFLECTIVE FACE
 FINISHED ROADWAY SURFACE 6" TO 8"
 STRIPING MATERIAL
DETAIL FOR RECESSED TRAFFIC STRIPE
 See Notes A and B.

RECESSED MARKER NOTES:
 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
 2. The retroreflective pavement markers shown for recessed installations are non-recessed installations.
 3. The top of pavement installation recesses shall be 0.125" below the pavement surface.
 4. Use Type 1 recess for pavement markers retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

SECTION B-B
 RETROREFLECTIVE PAVEMENT MARKER AT END OF RECESS
 0 TO 1/8", SEE NOTE 3
 SECTION A-A
 RETROREFLECTIVE PAVEMENT MARKER AT CENTER OF RECESS
 0 TO 1/8", SEE NOTE 3
PLAN TYPE 1
 RETROREFLECTIVE PAVEMENT MARKER AT END OF RECESS
 2'-0" Min 1'-0" Min 1/8" + 5/8"
PLAN TYPE 2
 RETROREFLECTIVE PAVEMENT MARKER AT CENTER OF RECESS
 2'-0" Min 1'-0" Min 1/8" + 5/8"

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER
 See Note 4
 TYPE C, TYPE R₁, AND TYPE D
 TYPE G, TYPE R₂, AND TYPE H
RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION
 See Notes 1 and 2.

PAVEMENT MARKERS AND TRAFFIC LINES AND TYPICAL DETAILS
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 RSP A20D DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A20D
 DATED MAY 31, 2018 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2018.
 NO SCALE
REVISED STANDARD PLAN RSP A20D

RECESSED MARKER NOTES:
 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
 2. The retroreflective pavement markers shown for recessed installations are non-recessed installations.
 3. The top of pavement installation recesses shall be 0.125" below the pavement surface.
 4. Use Type 1 recess for pavement markers retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

RECESSED MARKER NOTES:
 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
 2. The retroreflective pavement markers shown for recessed installations are non-recessed installations.
 3. The top of pavement installation recesses shall be 0.125" below the pavement surface.
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 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
 2. The retroreflective pavement markers shown for recessed installations are non-recessed installations.
 3. The top of pavement installation recesses shall be 0.125" below the pavement surface.
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 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
 2. The retroreflective pavement markers shown for recessed installations are non-recessed installations.
 3. The top of pavement installation recesses shall be 0.125" below the pavement surface.
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 2. The retroreflective pavement markers shown for recessed installations are non-recessed installations.
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 4. Use Type 1 recess for pavement markers retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

RECESSED MARKER NOTES:
 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
 2. The retroreflective pavement markers shown for recessed installations are non-recessed installations.
 3. The top of pavement installation recesses shall be 0.125" below the pavement surface.
 4. Use Type 1 recess for pavement markers retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

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DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

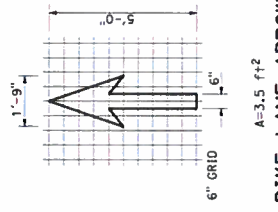
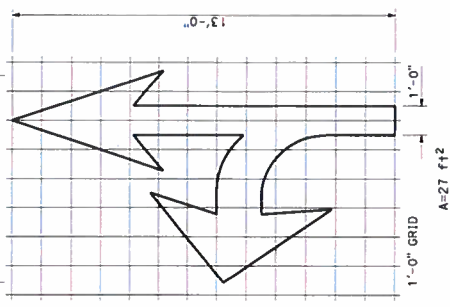
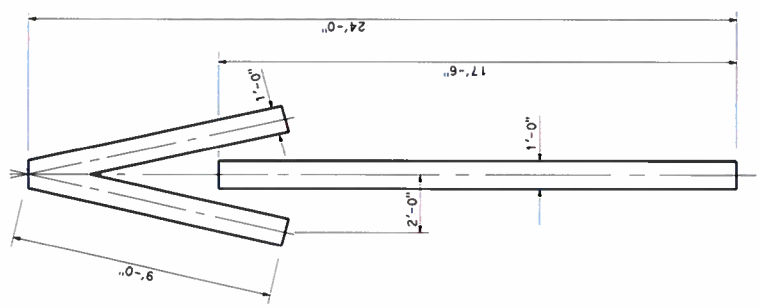
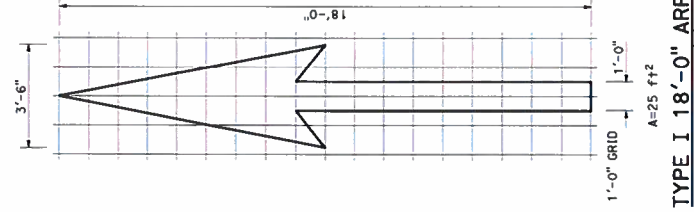
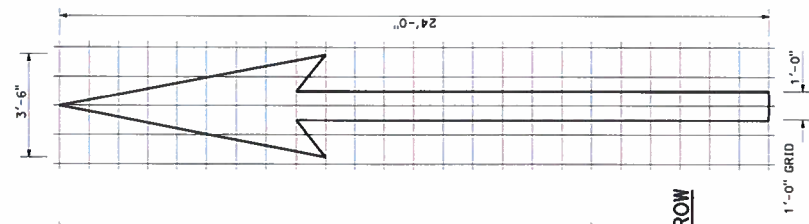
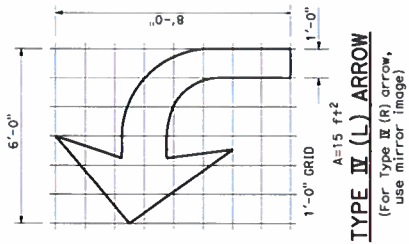
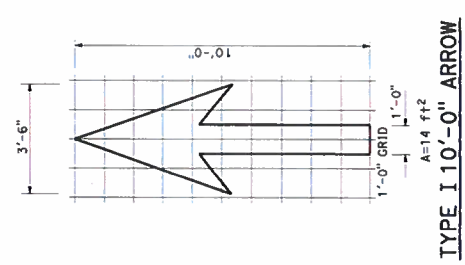
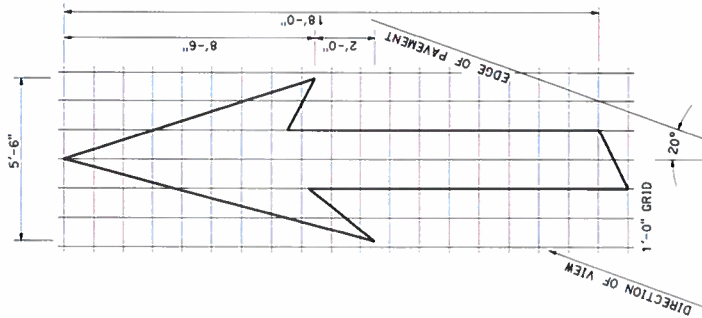
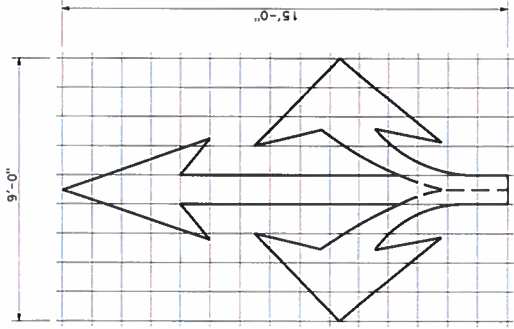
Cliff J. Jones
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atto Engrs
CMAA02
3-31-19

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
EXPIRES 12/31/2021

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
ACCEPTS THESE PLANS AND SPECIFICATIONS FOR THE PROJECT DESCRIBED HEREIN
ON THE CONDITION THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.



NOTE:
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

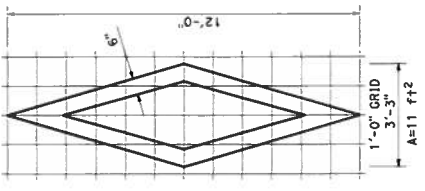
A24A

DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

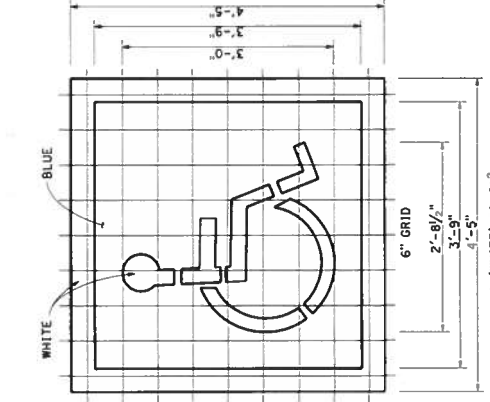
Mike Perout
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 3231-19
 STATE OF CALIFORNIA

May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 THE ACCURACY OF THIS PLAN SHEET IS THE RESPONSIBILITY OF THE ENGINEER.

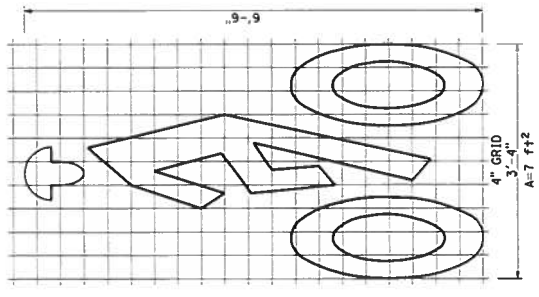
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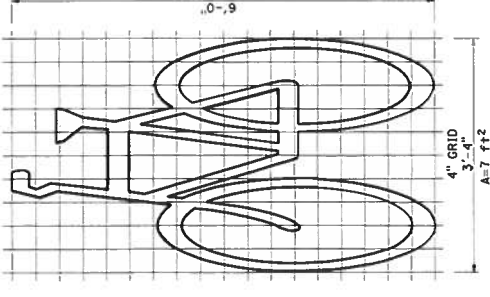
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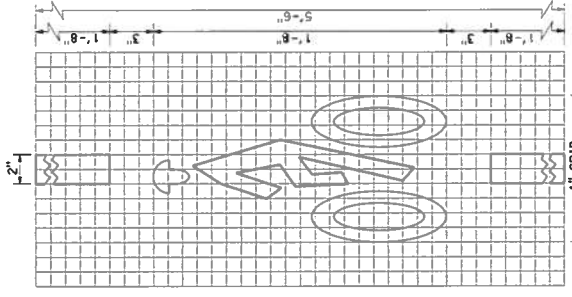
INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING



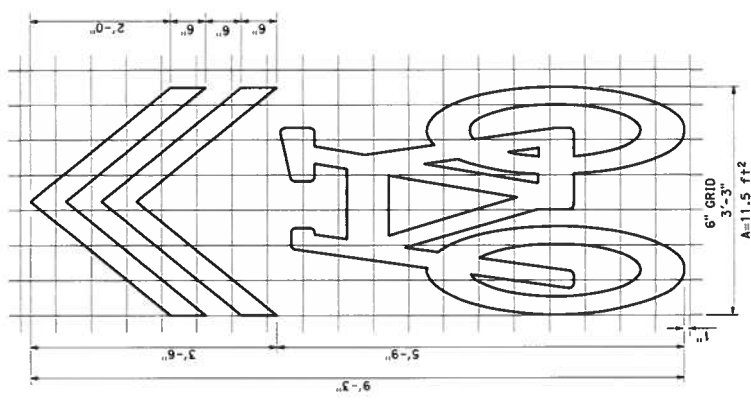
BIKE LANE SYMBOL WITH PERSON



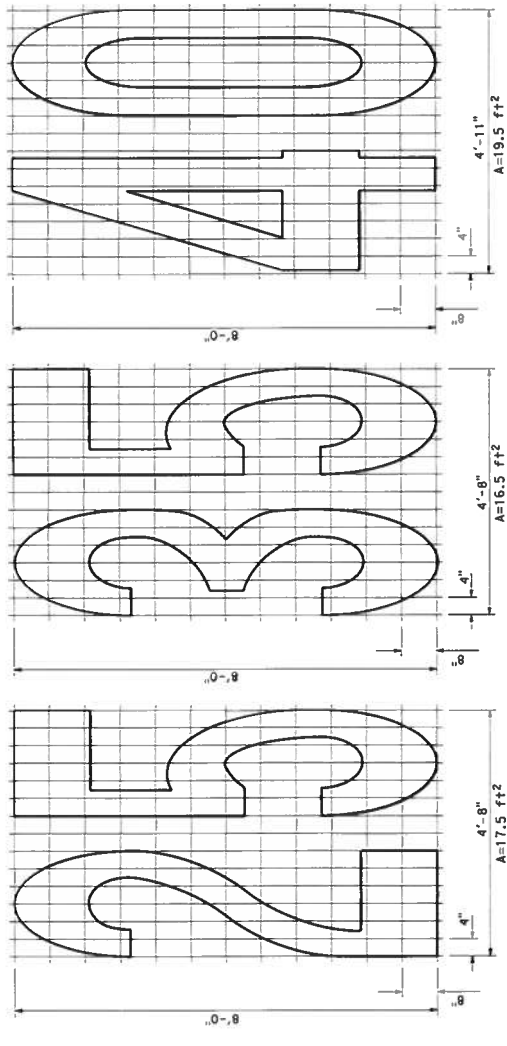
BIKE LANE SYMBOL WITHOUT PERSON



BICYCLE LOOP DETECTOR SYMBOL



SHARED ROADWAY BICYCLE MARKING



NUMERALS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS SYMBOLS AND NUMERALS
 NO SCALE

A24C

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DIST.	COUNTY	ROUTE	POST MILES	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
Alfonso Farias
October 19, 2018
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA, BY ITS OFFICERS
IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 9000 OF THE VEHICLE CODE, HAS
CAUSED COPIES OF THIS PLAN SHEET

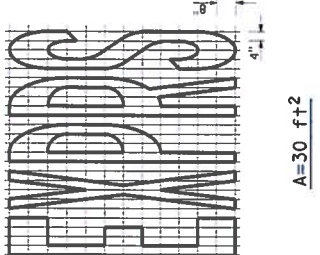
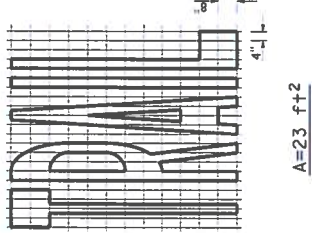
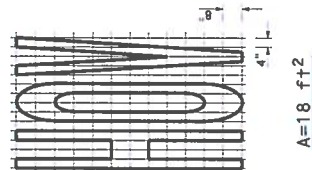
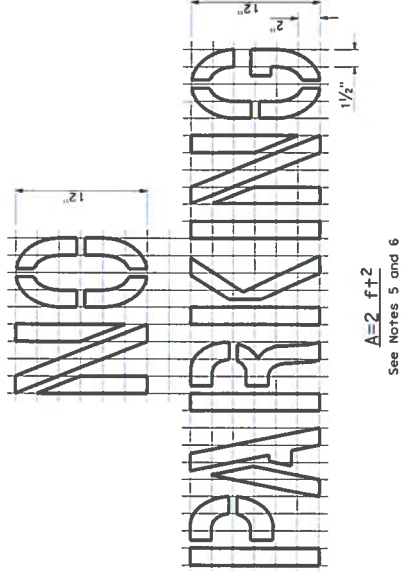
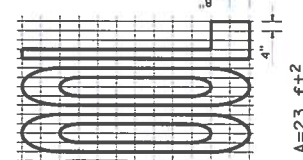
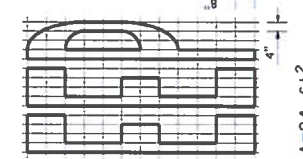
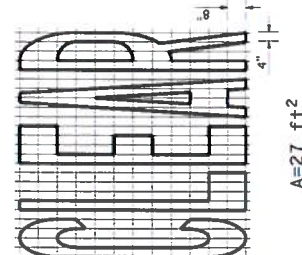
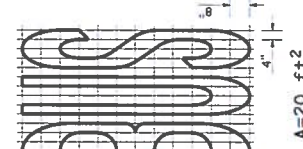
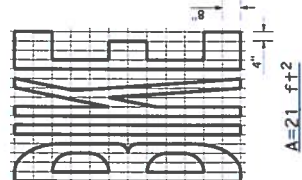
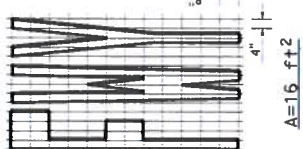
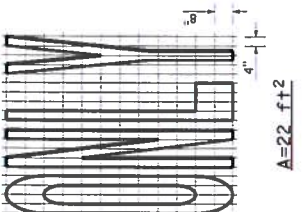
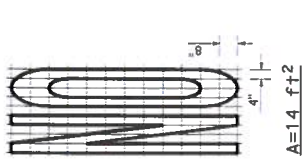
REGISTERED PROFESSIONAL ENGINEER
Alfonso Farias
C 40402
3-31-15
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED:

ITEM	f+t	ITEM	f+t
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FBY	16
HOV	18	EXPRS	30
TRAIL	23		

NOTES:

1. If a message consists of more than one word, the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters for other roads. The space between words should be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical A90A and A90B markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters on a blue background. For painted in a contrasting background and located so that it is visible to traffic enforcement officials.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**

NO. SCALE
RSP A24E, DATED OCTOBER 19, 2018, SUPERSEDES STANDARD PLAN A24E
DATED MAY 31, 2018 - PAGE 21 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A24E

A=2 f+t
See Notes 5 and 6

A=18 f+t

A=23 f+t

A=30 f+t

Sheet	COUNTY	ROUTE	POST MILES	TOTAL SHEETS

Alto Ferroc
REGISTERED CIVIL ENGINEER

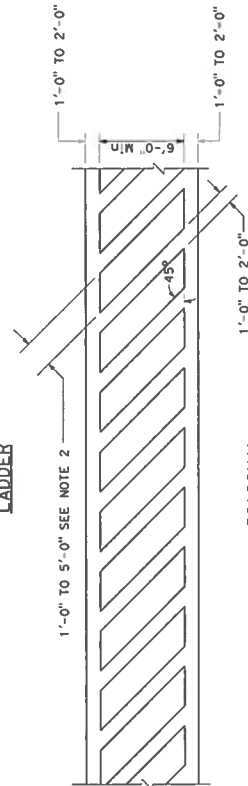
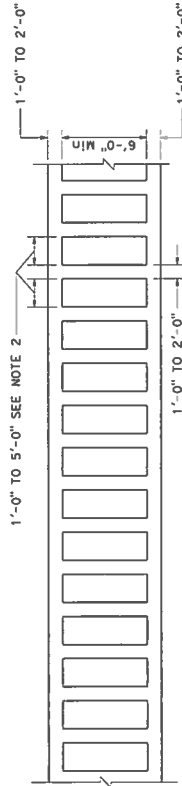
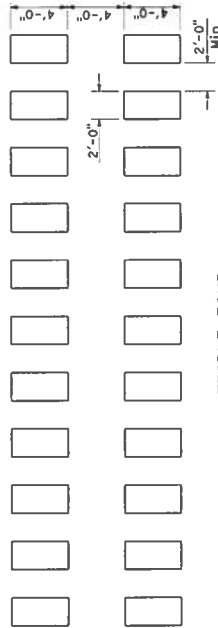
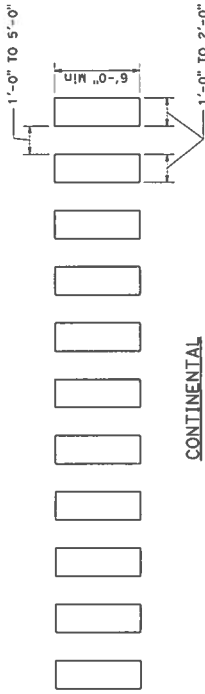
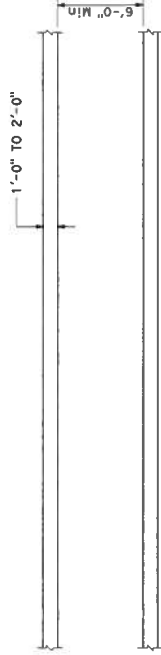
MAY 31, 2018
PLANS APPROVAL DATE

PROFESSIONAL ENGINEER
Alto Ferroc
C80402
3-31-19
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA ON HIS OFFICERS
THE ACCURACY OF THE CONTENTS OF THESE
PLANS OF THIS PLAN SHEET.

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F

SHEET TOTAL	POST MILES	ROUTE	COUNTY	PROJECT NO.	SHEET NO.	SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVAL DATE

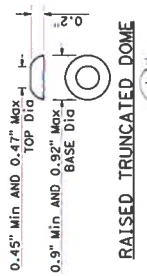
REGISTERED PROFESSIONAL ENGINEER

RECEIVED BY CONTRACTOR ON THIS DATE

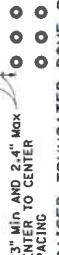
DATE

NO. OF SHEETS

NO. OF SHEETS



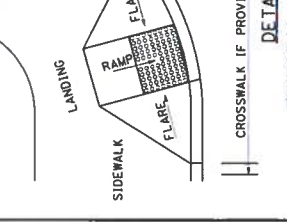
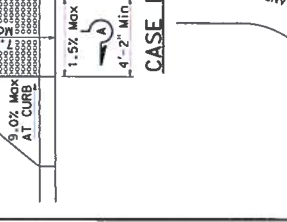
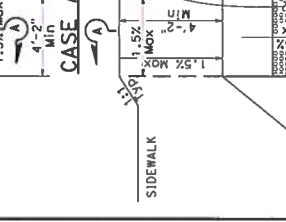
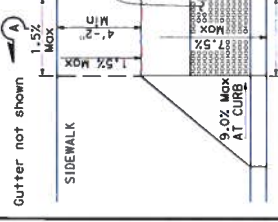
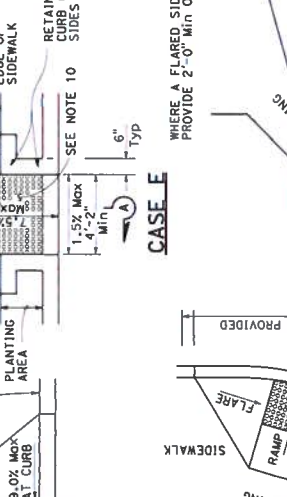
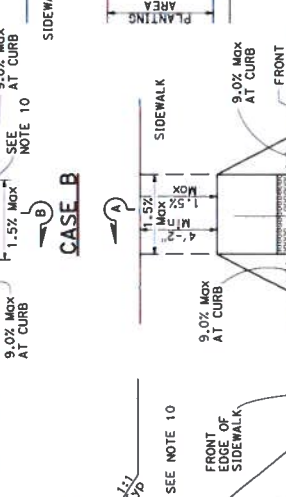
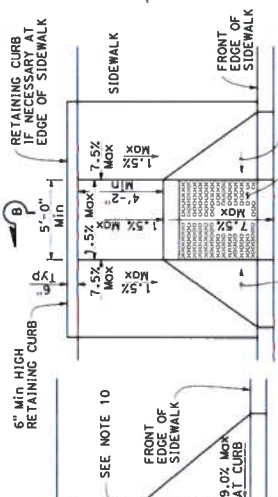
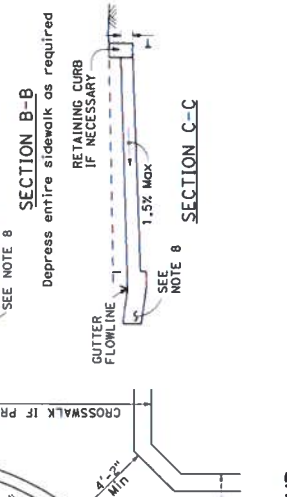
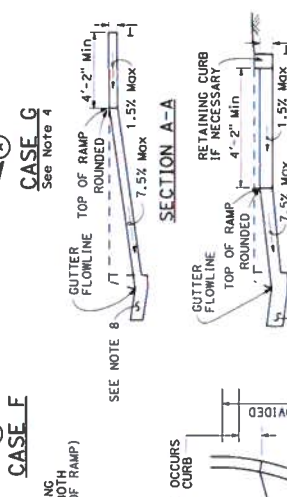
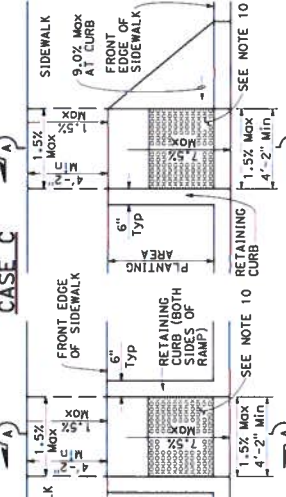
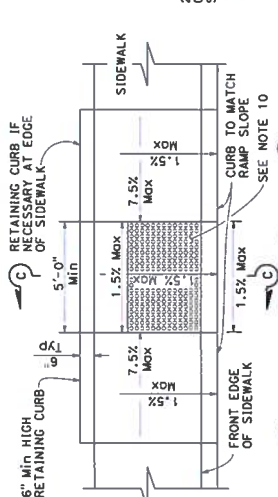
RAISED TRUNCATED DOME



DETECTABLE TRUNCATED DOME PATTERN (IN-LINE)

See Note 10

- NOTES:**
1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A curb ramps may be used in conjunction with Case B curb ramps. The conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
 2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
 3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
 4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
 5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
 6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to 1.5% at the sidewalk. The sidewalk slope adjacent to top of the ramp, except in Case C and Case E.
 7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
 9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
 10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except the maximum gap of 1/4" is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
 11. Sidewalk and ramp thickness, "T", shall be 3/2" minimum.
 12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



DETAIL B
TYPICAL ONE-RAMP CORNER INSTALLATION
See Notes 1 and 3

DETAIL A
TYPICAL TWO-RAMP CORNER INSTALLATION
See Note 1



GUTTER PAN TRANSITION

CURB RAMP DETAILS
NO SCALE

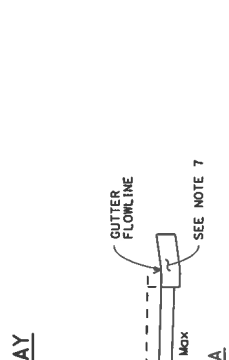
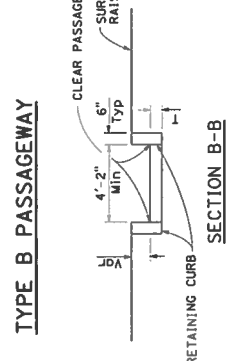
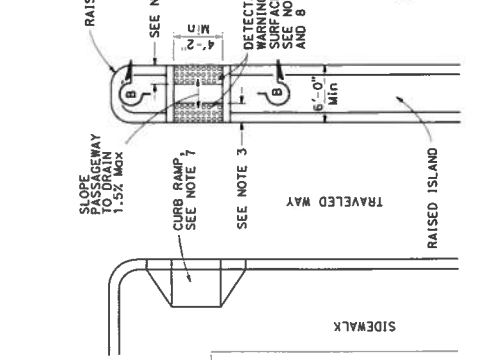
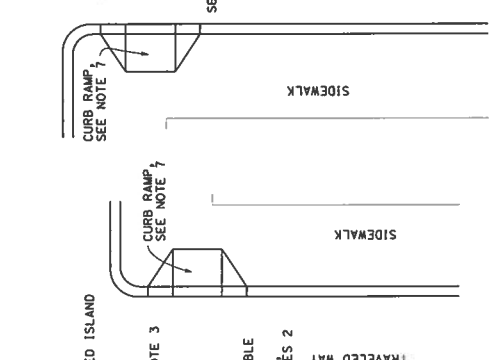
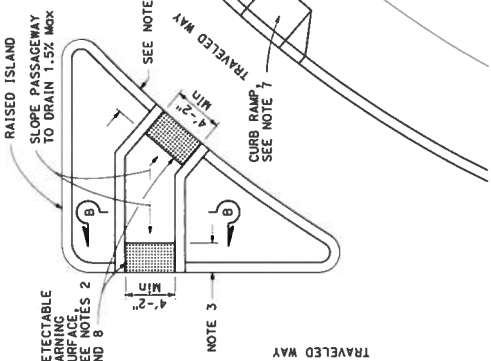
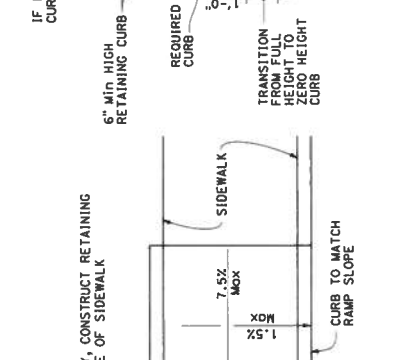
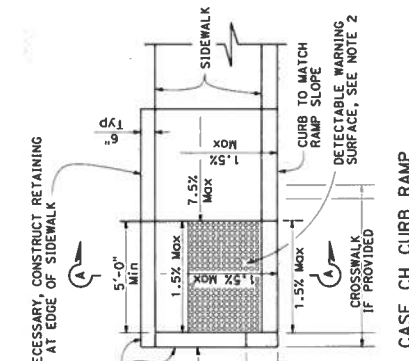
A88A

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

POST MILES	ROUTE	TOTAL SHEETS
		NO. 1

REGISTERED CIVIL ENGINEER
 REBECCA CHAVIS
 No. 12,311-19
 State of California
 May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA, ON ITS BEHALF
 THE ACCURACY OF THESE PLANS IS GUARANTEED BY THE REGISTERED CIVIL ENGINEER
 COPIES OF THIS PLAN SHEET:

- NOTES:**
1. Sidewalk, ramp, and passageway thickness, $\frac{3}{4}$ " to 1", shall be $\frac{3}{4}$ " minimum.
 2. For details of detectable warning surfaces, see Standard Plan A88A.
 3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 12'-0" depth of the passageway length. Where an island passageway length is less than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surface shall extend a minimum of 12 inches beyond the maximum width of the island passageway on each side of the passageway.
 4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
 7. For additional curb ramp details, see Standard Plan A88A.
 8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
ISLAND PASSAGEWAY DETAILS
 NO SCALE
A88B

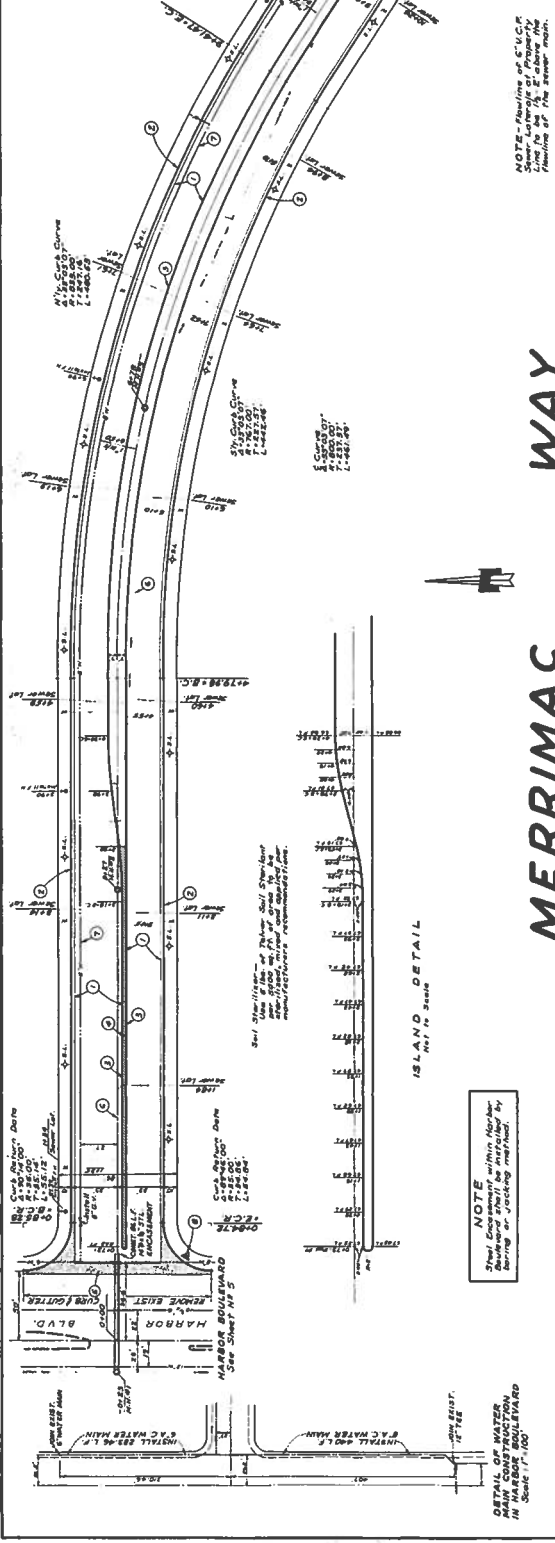
APPENDIX C

CITY

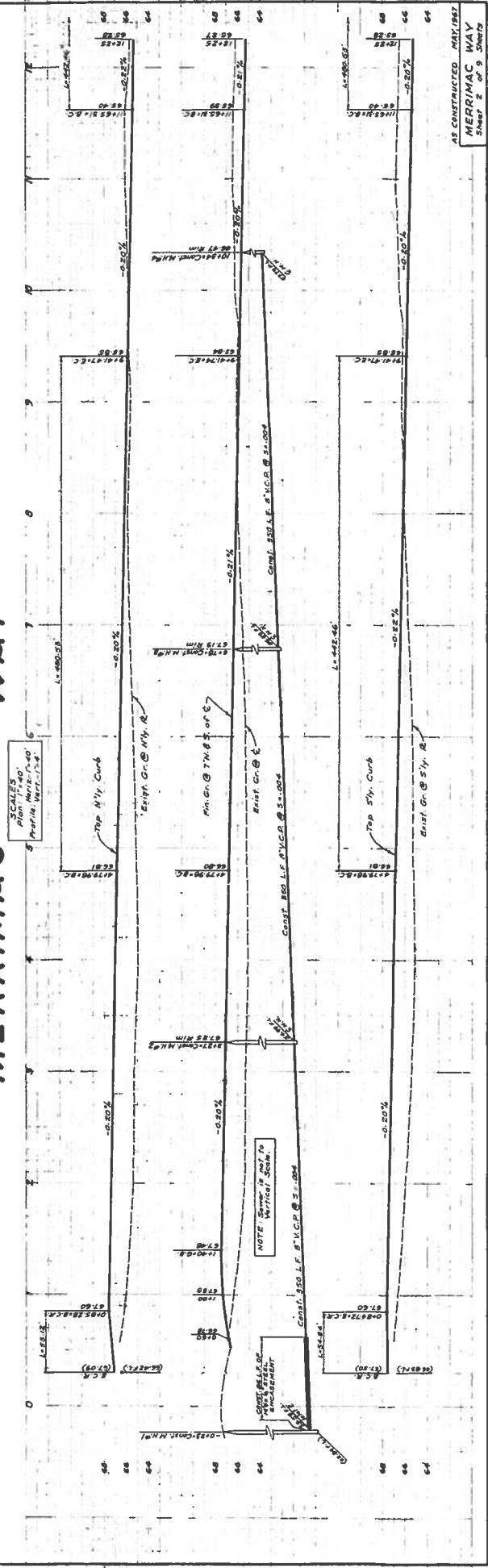
AS-BUILT DRAWINGS

Note: The As-built/Record Drawings provided herein represent the field conditions per the date of the record and do not necessarily represent the current conditions. Bidder declares that it has read and understands Item 14 & 15 of Information for Bidders (Page B-2 and B-3).

1. CONST. 8" A.C. PAVING AND SEAL COAT OVER C CLASS 2 SC-550 PRIME COAT CLASS 2 ACOR SURFACE AND SC-550 PRIME COAT CLASS 2 ACOR SURFACE.
2. CONST. TYPE 2 CURB AND GUTTER PER STD. PLAN NO. 4.
3. CONST. TYPE 2 CURB (8 CURB INCHES) PER STD. PLAN NO. 4.
4. CONST. 1 1/2" A.C. FINING OVER STERILIZED SOIL.
5. CONST. 8" V.C.P. SEWER MAIN, 6" V.C.P. LATERALS TO PROPERTY LINE AND STD. MANHOLES.
6. CONST. 8" WATER MAIN, GATE VALVES, 1/2" WATER SERVICES AND FIRE HYDRANTS.
7. INSTALL STREET SIGN PER STD. PLAN NO. 10.

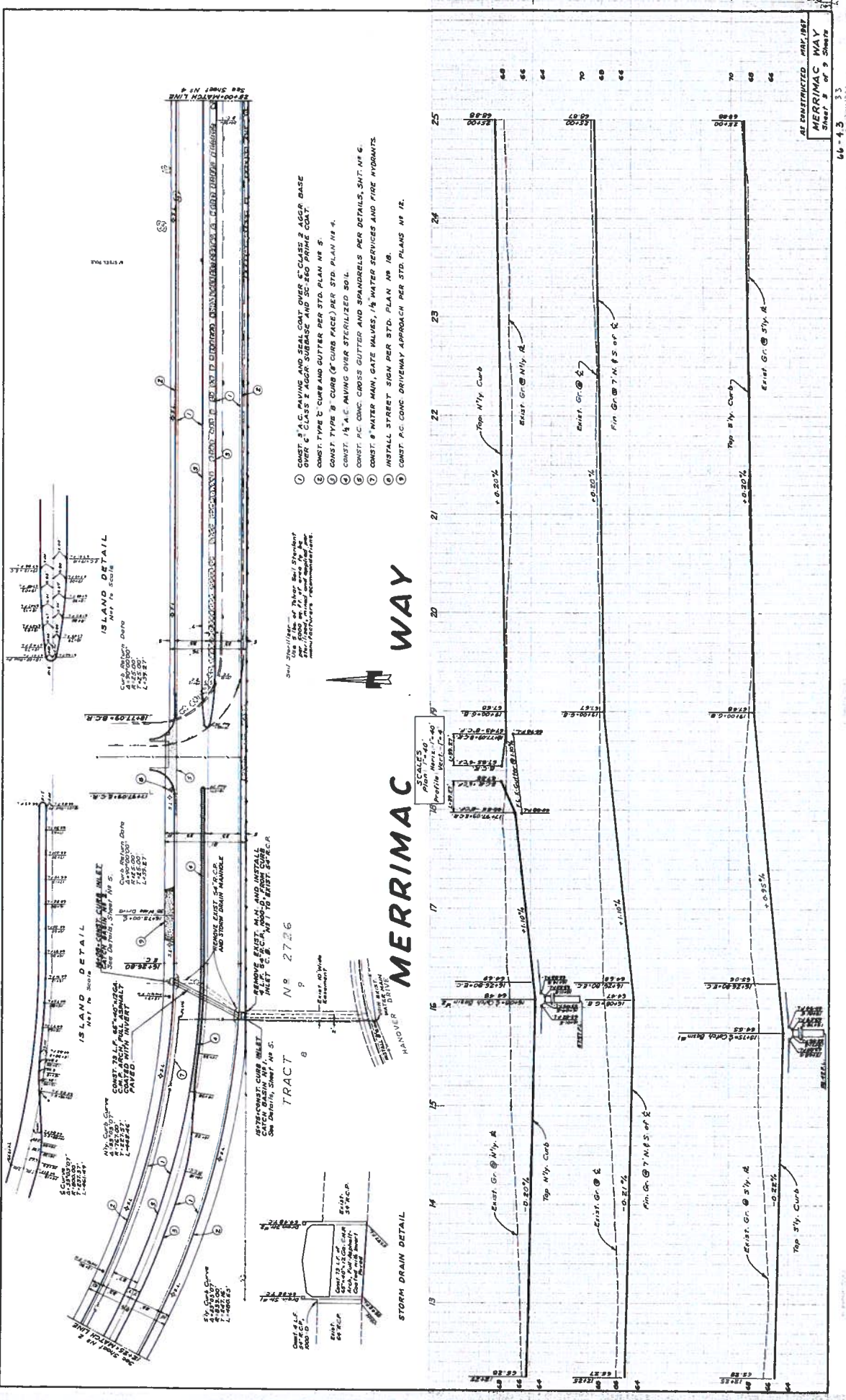


MERRIMAC WAY



AS CONSTRUCTED MAY 1957
 MERRIMAC WAY
 Sheet 2 of 9 Sheets

66-4.2 1/4



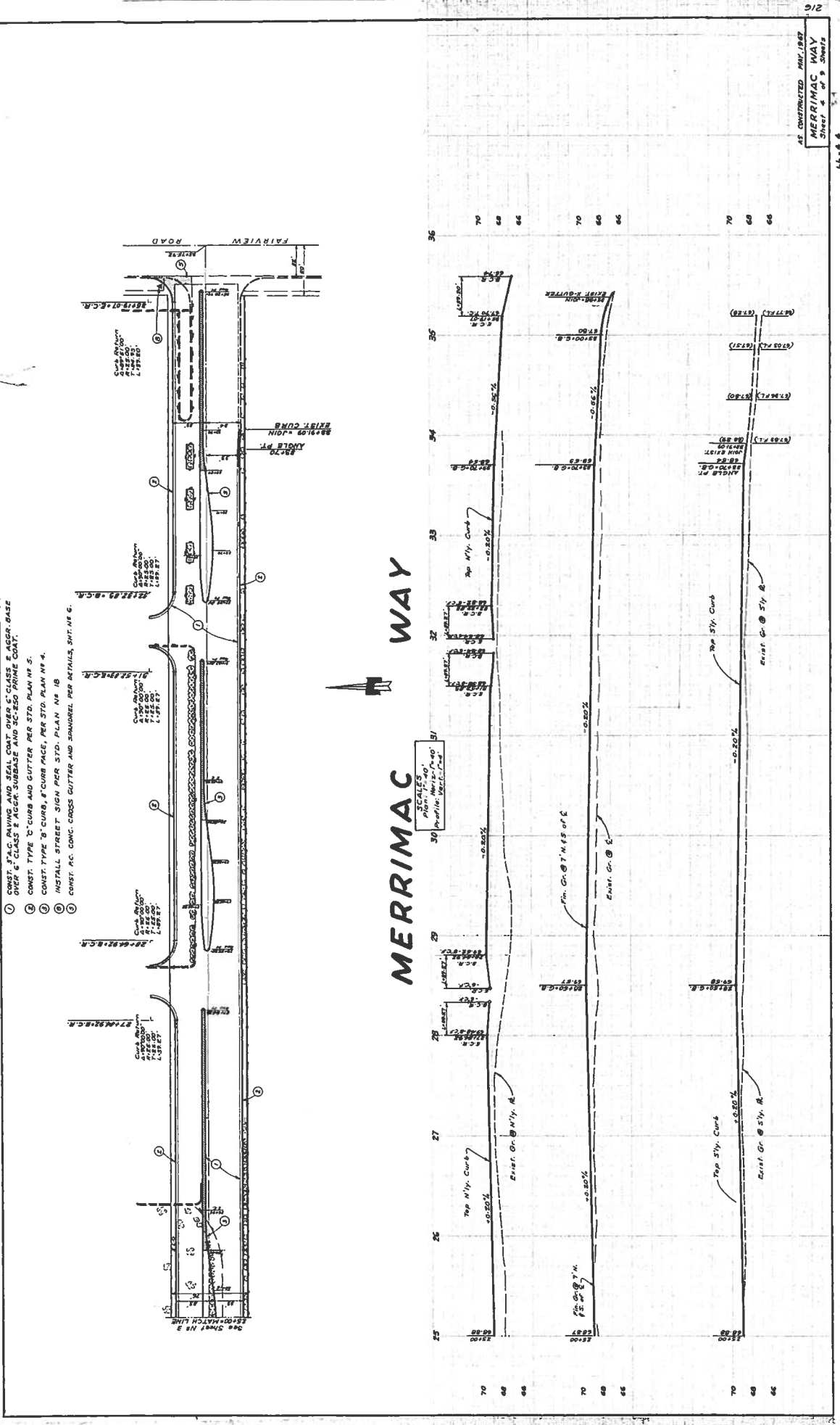
- 1 CONST. 3" A.C. PAVING AND SEAL COAT OVER 6" CLASS 2 AGGR. BASE OVER 6" CLASS 2 AGGR. SUBBASE AND 50-200 PRIME COAT.
- 2 CONST. TYPE 'C' CURB AND GUTTER PER STD. PLAN NO. 5.
- 3 CONST. TYPE 'B' CURB (8" CURB FACE) PER STD. PLAN NO. 4.
- 4 CONST. 1 1/2" A.C. PAVING OVER STERILIZED SOIL.
- 5 CONST. A.C. CONC. CROSS GUTTER AND SPANDRELS PER DETAILS, SHT. NO. 6.
- 6 CONST. 8" WATER MAIN, GATE VALVES, 1/2" WATER SERVICES AND FIRE HYDRANTS.
- 7 INSTALL STREET SIGN PER STD. PLAN NO. 18.
- 8 CONST. A.C. CONC. DRIVEWAY APPROACH PER STD. PLAN NO. 12.

WAY

MERRIMAC

66-43

UNRESTRICTED
MERRIMAC WAY
Sheet 3 of 9 Sheets
66-43



- ① CONST. 5" A.C. PAVING AND SEAL COAT OVER 6" CLASS 5 AGR. BASE OVER 6" CLASS 5 AGR. SUBBASE AND 3" 150 PRIME COAT.
- ② CONST. TYPE 'C' CURB AND CUTTER PER STD. PLAN NF 5.
- ③ CONST. TYPE 'B' CURB, 8" CURB FACE, PER STD. PLAN NF 4.
- ④ INSTALL STREET SIGN PER STD. PLAN NF 18
- ⑤ CONST. P.C. CONG. CROSS CUTTER AND SANDWEL PER DETAILS, SHT. NF 6.

MERRIMAC WAY

SCALE: Plan: 1" = 40' Profile: Vert. 1" = 4'

Station	Top 5'ly. Curb	Exist. Gr. @ 5'ly. R.	Profile
25	68.00	68.00	68.00
26	68.00	68.00	68.00
27	68.00	68.00	68.00
28	68.00	68.00	68.00
29	68.00	68.00	68.00
30	68.00	68.00	68.00
31	68.00	68.00	68.00
32	68.00	68.00	68.00
33	68.00	68.00	68.00
34	68.00	68.00	68.00
35	68.00	68.00	68.00
36	68.00	68.00	68.00

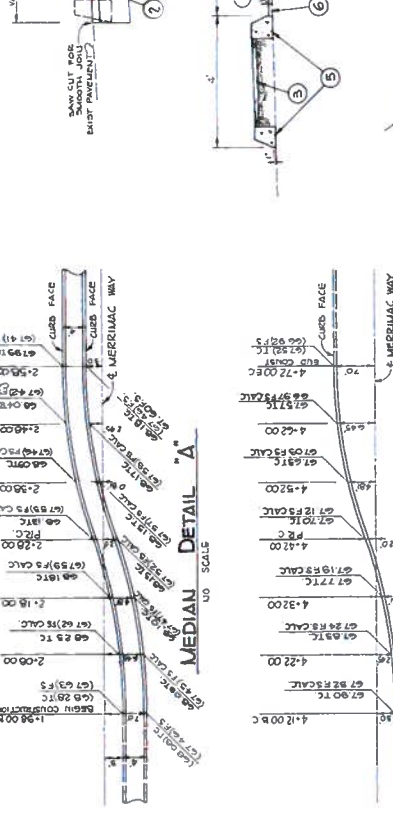
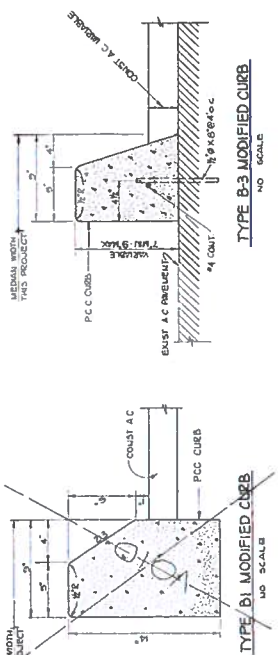
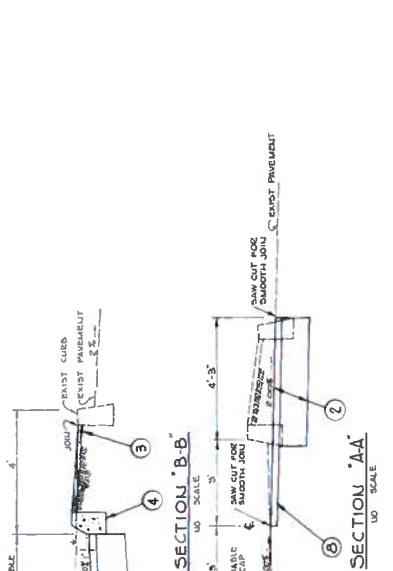
CONSTRUCTION NOTES

- 1 REINFORCING CONCRETE CURB AND/OR ASPHALT PAVING AS SHOWN ON PLAN
- 2 CONSTRUCT 3" A.C. PAVING (TYPE 'B') AND SEAL COAT (S&S) OVER 1" (CLASS 2) AGGREGATE BASE AND 5/8" PRIME COURSE
- 3 SPERLIZED 50% A.C. PAVING WITH SEAL COAT OVER
- 4 CONSTRUCT CONCRETE CURB TYPE 'B' MODIFIED PER DETAIL HEREON. EXPANSION JOINTS 20' O.C.
- 5 CONSTRUCT CONCRETE CURB TYPE 'B' MODIFIED PER DETAIL HEREON. EXPANSION JOINTS 20' O.C.
- 6 CONSTRUCT VARIABLE THICKNESS ASPHALT CONCRETE CAP
- 7 TRANSITION A.C. OF NEW CURB FORMING EXISTING CURB'S
- 8 CONSTRUCT 3" A.C. CRUISE (TYPE 'B') AND SEAL COAT OVER 1" (CLASS 2) AGGREGATE BASE



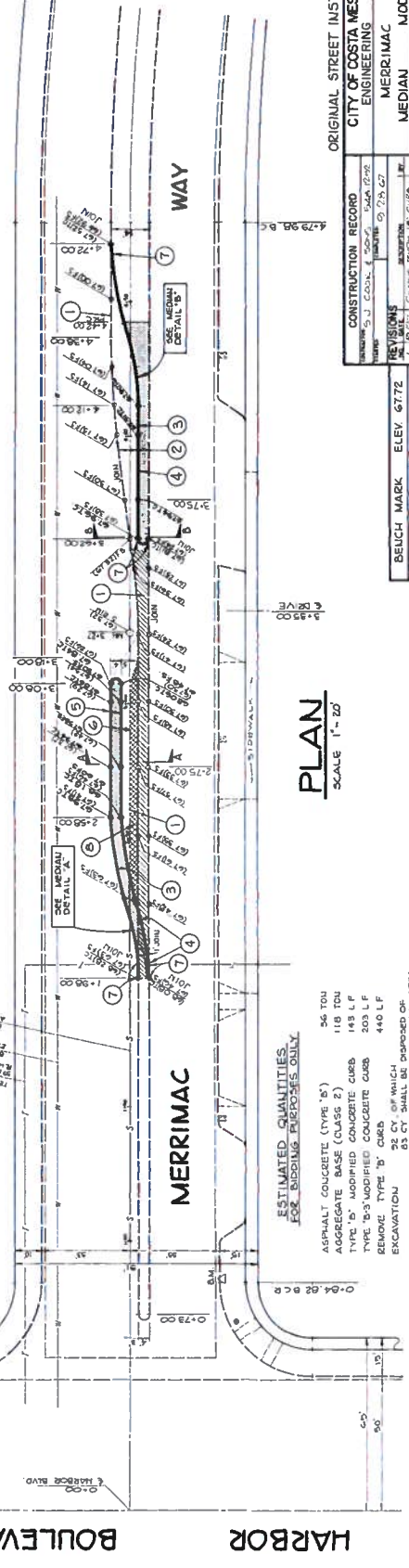
GENERAL NOTES

- 1 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA, ORIGINAL EDITION DATED JULY 1964, AND TO THE DETAILS AS SHOWN ON THESE DRAWINGS.
- 2 THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS AND WORKMANSHIP WITHIN THE LIMITS OF THE CITY OF COSTA MESA.
- 3 ALL WORK SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COSTA MESA.
- 4 THE FINAL SIGNS, STRIPING AND PAVEMENT MARKINGS SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL BY THE ENGINEER.
- 5 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COSTA MESA.
- 6 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COSTA MESA.



MEDIAN DETAIL "A"
NO SCALE

MEDIAN DETAIL "B"
NO SCALE



ESTIMATED QUANTITIES
FOR BIDDING PURPOSES ONLY

ASPHALT CONCRETE (TYPE 'B')	56 TON
AGGREGATE BASE (CLASS 2)	118 TON
TYPE 'B' MODIFIED CONCRETE CURB	143 L.F.
TYPE 'B3' MODIFIED CONCRETE CURB	203 L.F.
REMOVE TYPE 'B' CURB	440 L.F.
EXCAVATION	25 CY OF WHICH 85% SHALL BE IN EXCESS OF 9' CY SHALL BE USED ON THE SITE

PLAN
SCALE 1" = 20'

CONSTRUCTION RECORD

PROJECT NO.	67-391
DATE	7/28/67
SCALE	1" = 20'
BY	J. J. COON
CHECKED BY	J. J. COON
DATE	7/28/67

REVISIONS

NO.	DESCRIPTION	DATE
1	ADD MEDIAN DETAIL 'B'	7/28/67
2	ADD MEDIAN DETAIL 'A'	7/28/67
3	ADD MEDIAN DETAIL 'B'	7/28/67
4	ADD MEDIAN DETAIL 'A'	7/28/67
5	ADD MEDIAN DETAIL 'B'	7/28/67
6	ADD MEDIAN DETAIL 'A'	7/28/67
7	ADD MEDIAN DETAIL 'B'	7/28/67
8	ADD MEDIAN DETAIL 'A'	7/28/67
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93	ADD MEDIAN DETAIL 'B'	7/28/67
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95	ADD MEDIAN DETAIL 'B'	7/28/67
96	ADD MEDIAN DETAIL 'A'	7/28/67
97	ADD MEDIAN DETAIL 'B'	7/28/67
98	ADD MEDIAN DETAIL 'A'	7/28/67
99	ADD MEDIAN DETAIL 'B'	7/28/67
100	ADD MEDIAN DETAIL 'A'	7/28/67

BLANCH MARK ELEV. 67.72
 ALL CURB MARKS SHALL BE SET AT 5' FROM THE
 CURB SETBACK AT SOUTH EAST
 CORNER OF MERRIMAC WAY AND
 HARBOUR BLVD.
 CITY OF COSTA MESA DATUM

GENERAL NOTES

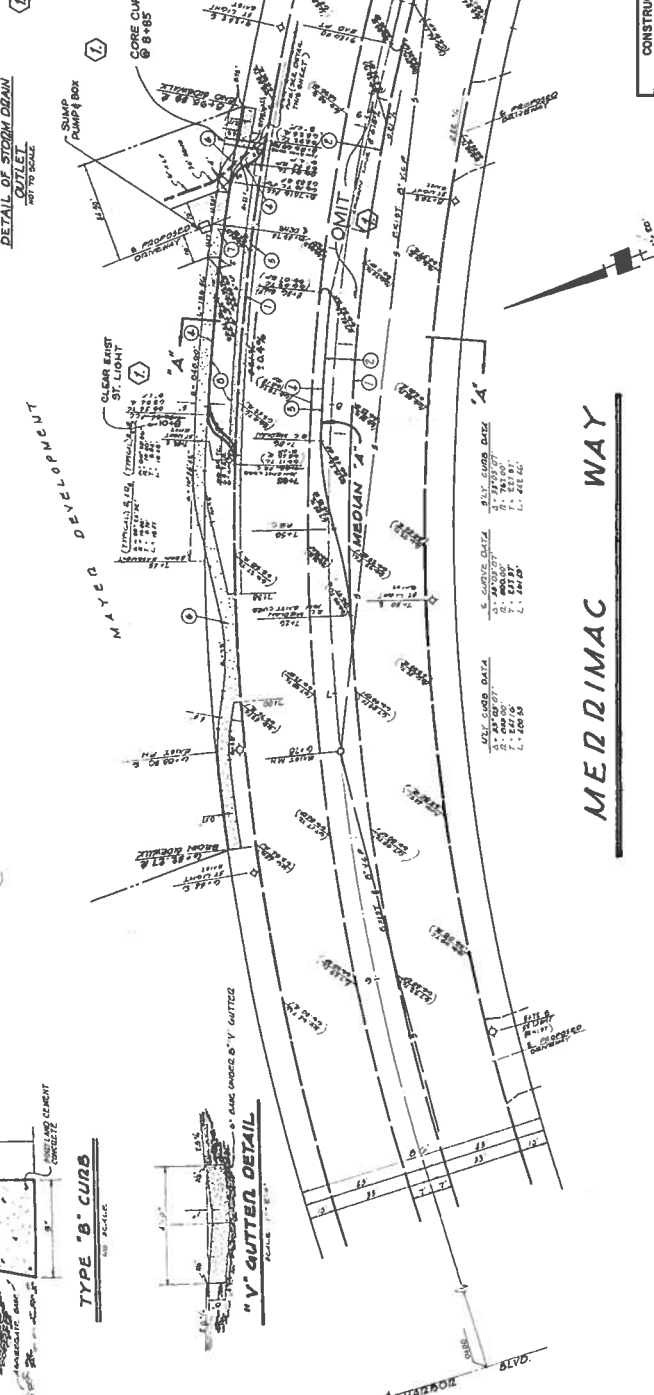
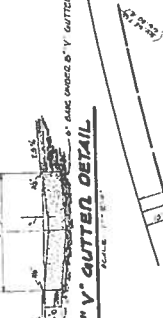
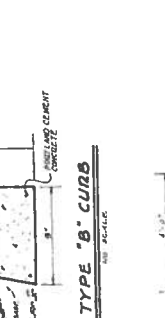
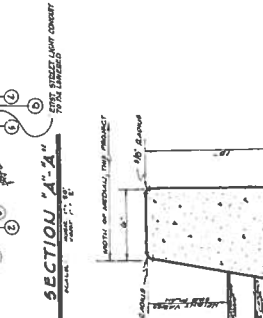
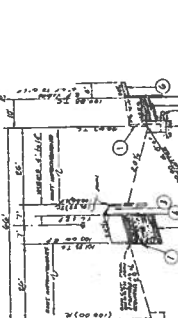
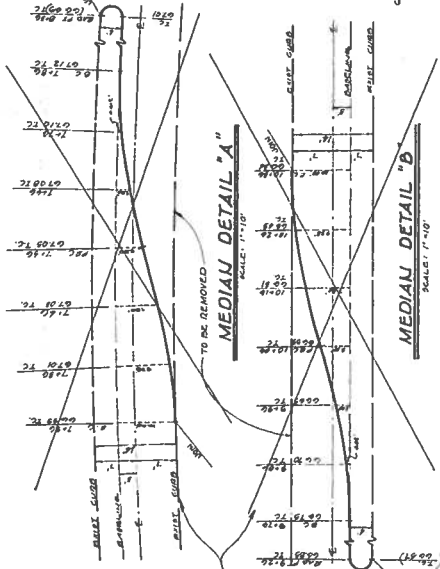
- ALL MATERIALS AND WORKMANSHIP SHALL COMPLY TO THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA, JAN. 1969, AND TO THE DETAILS AS SHOWN HEREON UNLESS OTHERWISE SPECIFIED.
- WORK SHALL BE ACCORDANCE WITH THE MANUAL OF THE CITY OF PALM BEACH, FLORIDA, AND THE MANUAL OF THE CITY OF COSTA MESA, CALIFORNIA.
- ALL CURBS SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" RIGID BASE AND 4" RIGID SURFACE. THE SURFACE SHALL BE FINISHED WITH A MINIMUM OF 1" OF 1/2" SAND AND 1" OF 1/4" SAND.
- ALL CURBS SHALL BE CONSTRUCTED WITH A MINIMUM OF 4" RIGID BASE AND 4" RIGID SURFACE. THE SURFACE SHALL BE FINISHED WITH A MINIMUM OF 1" OF 1/2" SAND AND 1" OF 1/4" SAND.
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CONSTRUCTION NOTES

- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.
- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.
- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.
- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.
- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.
- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.
- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.
- REMOVE EXISTING CONC. CURB AND RECONSTRUCT AS SHOWN ON PLAN.

ESTIMATED QUANTITIES

ASPHALT CONCRETE (TYPE B) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE C) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE D) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE E) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE F) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE G) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE H) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE I) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE J) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE K) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE L) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE M) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE N) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE O) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE P) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE Q) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE R) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE S) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE T) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE U) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE V) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE W) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE X) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE Y) 1 1/2"	65 TON
ASPHALT CONCRETE (TYPE Z) 1 1/2"	65 TON



MERIDIMAC WAY

CITY OF COSTA MESA, CALIFORNIA	
CONSTRUCTION RECORD	REVISIONS
NO. DATE	DESCRIPTION
1 12/15/68	ISSUED FOR PERMIT
2 1/18/69	REVISED PER CITY ENGINEER
3 1/25/69	REVISED PER CITY ENGINEER
4 2/1/69	REVISED PER CITY ENGINEER
5 2/1/69	REVISED PER CITY ENGINEER
6 2/1/69	REVISED PER CITY ENGINEER
7 2/1/69	REVISED PER CITY ENGINEER
8 2/1/69	REVISED PER CITY ENGINEER
9 2/1/69	REVISED PER CITY ENGINEER
10 2/1/69	REVISED PER CITY ENGINEER
11 2/1/69	REVISED PER CITY ENGINEER
12 2/1/69	REVISED PER CITY ENGINEER
13 2/1/69	REVISED PER CITY ENGINEER
14 2/1/69	REVISED PER CITY ENGINEER
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17 2/1/69	REVISED PER CITY ENGINEER
18 2/1/69	REVISED PER CITY ENGINEER
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23 2/1/69	REVISED PER CITY ENGINEER
24 2/1/69	REVISED PER CITY ENGINEER
25 2/1/69	REVISED PER CITY ENGINEER
26 2/1/69	REVISED PER CITY ENGINEER
27 2/1/69	REVISED PER CITY ENGINEER
28 2/1/69	REVISED PER CITY ENGINEER
29 2/1/69	REVISED PER CITY ENGINEER
30 2/1/69	REVISED PER CITY ENGINEER

BEACH MARK:
 1. TOP OF CURB
 2. TOP OF GUTTER
 3. TOP OF MEDIAN
 4. TOP OF SIDEWALK
 5. TOP OF DRIVEWAY
 6. TOP OF PARKING LOT
 7. TOP OF STREET
 8. TOP OF CURB
 9. TOP OF GUTTER
 10. TOP OF MEDIAN
 11. TOP OF SIDEWALK
 12. TOP OF DRIVEWAY
 13. TOP OF PARKING LOT
 14. TOP OF STREET
 15. TOP OF CURB
 16. TOP OF GUTTER
 17. TOP OF MEDIAN
 18. TOP OF SIDEWALK
 19. TOP OF DRIVEWAY
 20. TOP OF PARKING LOT
 21. TOP OF STREET
 22. TOP OF CURB
 23. TOP OF GUTTER
 24. TOP OF MEDIAN
 25. TOP OF SIDEWALK
 26. TOP OF DRIVEWAY
 27. TOP OF PARKING LOT
 28. TOP OF STREET
 29. TOP OF CURB
 30. TOP OF GUTTER
 31. TOP OF MEDIAN
 32. TOP OF SIDEWALK
 33. TOP OF DRIVEWAY
 34. TOP OF PARKING LOT
 35. TOP OF STREET

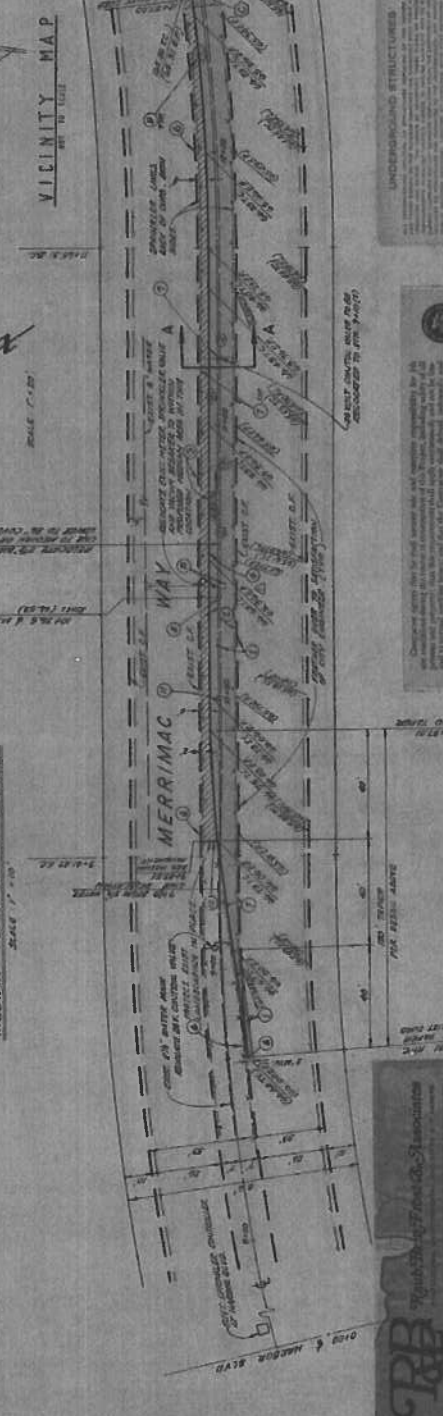
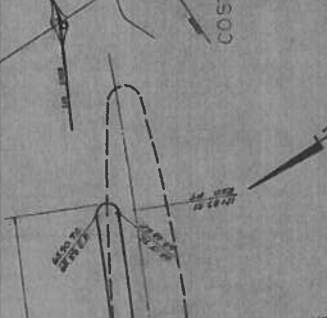
V.R. 2.5
 CUP 26-68
 SHEET 1 OF 1 SHEETS

GENERAL NOTES

1. All work shall conform to the City of Costa Mesa Ordinance and with the approval of the City Engineer.
2. The contractor shall be responsible for obtaining all necessary permits for the proposed work.
3. The contractor shall be responsible for obtaining all necessary permits for the proposed work.
4. The contractor shall be responsible for obtaining all necessary permits for the proposed work.
5. The contractor shall be responsible for obtaining all necessary permits for the proposed work.
6. The contractor shall be responsible for obtaining all necessary permits for the proposed work.
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8. The contractor shall be responsible for obtaining all necessary permits for the proposed work.
9. The contractor shall be responsible for obtaining all necessary permits for the proposed work.
10. The contractor shall be responsible for obtaining all necessary permits for the proposed work.

CONSTRUCTION NOTES

1. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.
2. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.
3. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.
4. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.
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7. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.
8. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.
9. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.
10. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR.



UNDERGROUND STRUCTURES

NO.	DESCRIPTION	DATE	BY
1
2

REFERENCES

NO.	DESCRIPTION	DATE	BY
1
2

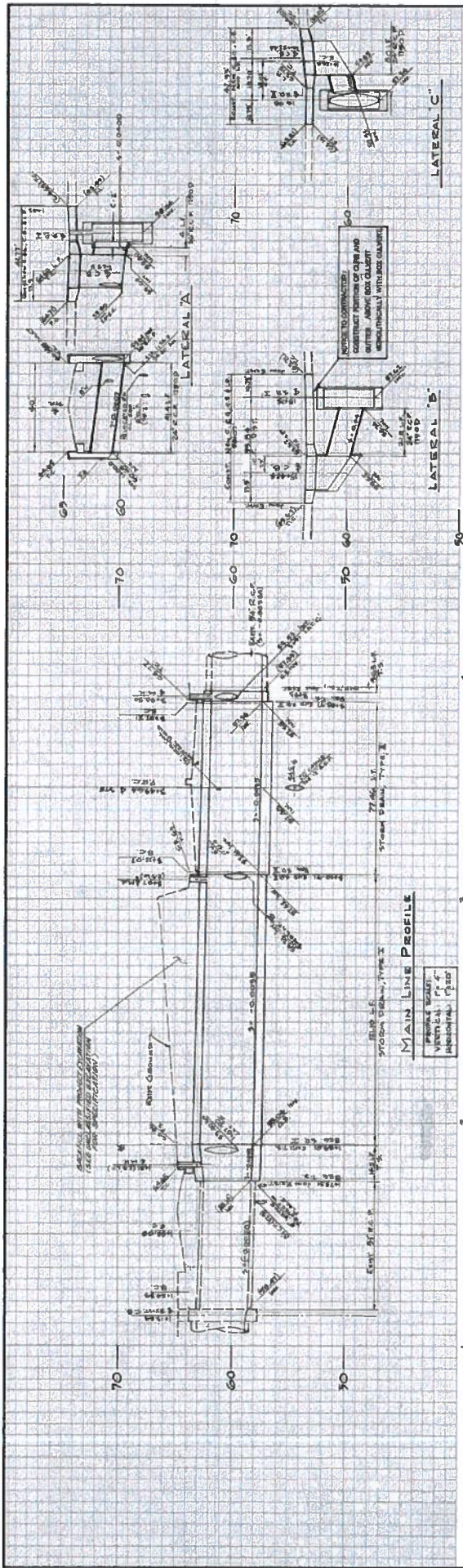
REVISIONS

NO.	DESCRIPTION	DATE	BY
1
2

APPROVALS

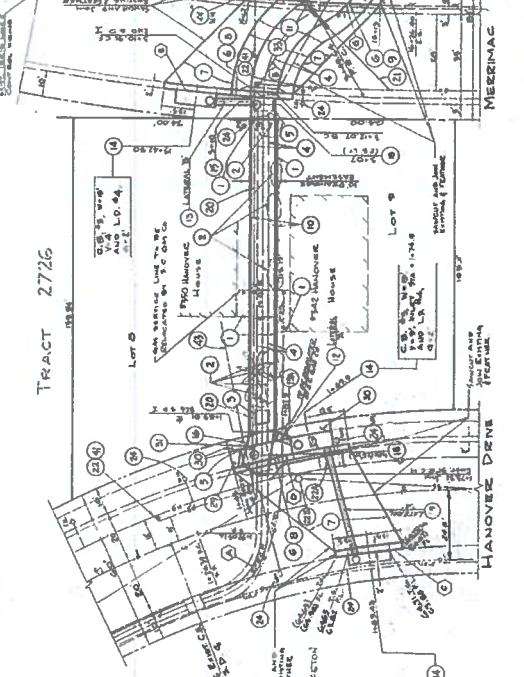
DESIGNED BY: J.B. CALVERT	CHECKED BY: J.B. CALVERT
DRAWN BY: J.B. CALVERT	IN CHARGE: J.B. CALVERT

MERRIMAC WAY
MEDIAN MODIFICATION BETWEEN
HARBOR BLVD & HARBOR AVENUE
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES



CODE	A	R	L	T
(A)	70.7650	22.50	27.68	9.88
(B)	60.0000	38.08	33.97	30.72
(C)	5.3416	280	27.00	15.91
(D)	7.2854	300	41.77	25.91
(E)	5.2594	055	89.07	49.02
(F)	2.0036	787	28.77	14.31
(G)	2.2135	793	19.89	15.73
(H)	2.2135	793	39.65	18.03

NOTE: SEE SHEET 3 FOR CONSTRUCTION OF SURFACE OVERFLOW CHANNEL, BLOCK WALL AND REMOVAL CONSTRUCTION NOTES AS THROUGH ST.



CODE	A	R	L	T
(A)	70.7650	22.50	27.68	9.88
(B)	60.0000	38.08	33.97	30.72
(C)	5.3416	280	27.00	15.91
(D)	7.2854	300	41.77	25.91
(E)	5.2594	055	89.07	49.02
(F)	2.0036	787	28.77	14.31
(G)	2.2135	793	19.89	15.73
(H)	2.2135	793	39.65	18.03

CONSTRUCTION NOTES.

- 1 REMOVE EXISTING FINISH
- 2 REMOVE EXISTING CURB, GUTTERS AND ROOT SYSTEM.
- 3 REMOVE EXISTING MANHOLE BOX.
- 4 REMOVE EXISTING 4" RCP AND 8" RCP. CONTRACTOR TO BALANCE A/C AND DELIVER TO CITY DEPARTMENT YARD, 2500 PLACENTIA AVE.
- 5 REMOVE EXISTING CATCH BASIN. CONTRACTOR TO BALANCE EXISTING MANHOLE RINGS AND COVERS FOR USE WITH NEW CATCH BASIN.
- 6 REMOVE EXISTING CURB ON CURB AND CUTTER. REPAIR AND PATCH WITH 4" A.C. 1" N.O.
- 7 CONSTRUCT TYPE C-8 CURB AND CUTTER PER STD. SPEC. 201.
- 8 CONSTRUCT TYPE D-8 CURB PER STD. SPEC. 201.
- 9 CONSTRUCT STORM DRAIN, TYPE I, PER TYPICAL SECTIONS ON SHEET 4.
- 10 CONSTRUCT STORM DRAIN, TYPE II PER TYPICAL SECTIONS AND DETAIL 1 ON SHEET 4.
- 11 FINISH AND PLACE 8" RCP (17000).
- 12 FINISH AND PLACE 24" RCP (17000).
- 13 CONSTRUCT JUNCTION STRUCTURE (SEE DETAIL 1) PER LATERAL A, B, C AND D.
- 14 CONSTRUCT JUNCTION STRUCTURE (SEE DETAIL 1) PER LATERAL E AND F.
- 15 CONSTRUCT TRANSITION STRUCTURE PER DETAIL 4, SHEET 4.
- 16 CONSTRUCT TRANSITION STRUCTURE NO. 1 PER LATERAL STD. 4-SERIES.
- 17 STREAMLINE EXIST. CATCH BASIN PER DETAIL 2, SHEET 4.
- 18 REMOVE EXIST. WATER MAIN.
- 19 RELOCATE EXIST. WATER MAIN PER DETAIL 3 ON SHEET 4.
- 20 REMOVE EXIST. WATER MAIN PER DETAIL 4 SHEET 4.
- 21 RELOCATE EXIST. WATER VALVE (SEE DETAIL 1) TO FINISHED GRADE.
- 22 ADAPT EXIST. WATER VALVE (SEE DETAIL 1) TO FINISHED GRADE.
- 23 CONSTRUCT CONCRETE OVERFLOW CHANNEL PER SECTION A-A, SHEET 4. PROTECT IN PLACE.
- 24 CONSTRUCT 6" WOOD FENCE PER SECTION A-A AND DETAIL 2, SHEET 4.
- 25 CONSTRUCT 4" RCP (17000) OVER 1" RCP.
- 26 REMOVE & REPLACE EXIST. 2" A.C. MEDIAN SURFACE OVER P.A.S.
- 27 REMOVE & REPLACE INTERFERING PORTION OF EXIST. 6" DRIVEWAY APPROX 8' DEPRESSION CURB PER CITY STD. SPEC. 201.
- 28 REMOVE & REPLACE INTERFERING PORTION OF 4" P.C. SIDEWALK PER CITY STD. SPEC. 201.
- 29 PROTECT EXIST. 6" WOOD FENCE PORTION OF 4" P.C. SIDEWALK PER CITY STD. SPEC. 201.
- 30 REMOVE & REPLACE INTERFERING PORTION OF 4" P.C. SIDEWALK PER CITY STD. SPEC. 201.
- 31 REMOVE & REPLACE INTERFERING PORTION OF 4" P.C. SIDEWALK PER CITY STD. SPEC. 201.

UPPER F03 STORM DRAIN REACH NO. 4
 PLAN AND PROFILE
 HANOVER DRIVE TO MERRIMAC WAY
 CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

2 SHEET OF 4
 PLAN NUMBER
 84-10.2

84-10.2

EXHIBIT C

ADDENDA



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC SERVICES DEPARTMENT/ENGINEERING DIVISION

DATE: OCTOBER 7, 2020

TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: BID ADDENDUM NO. 1 – MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS
CITY PROJECT NO. 20-01**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to naz.mokarram@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

1. Replace specifications cover page with signed specifications cover page provided in Attachment 1.
2. Insert "Technical Special Provisions" cover page with EOR signature and stamp, provided in Attachment 2, after page GP-27 and before page SP-1 (i.e. Section E Special Provisions).
3. Responses to "Requests for Information" (RFIs) from prospective bidders:

Question No. 1: For this project do we need to submit original Bid bond to the City Clerk's office before the bid date or just upload it. Please advise.

Answer to No. 1:

All original bid bonds, complete with wet signature(s), stamps, and embossing, etc., **MUST** be directly submitted to the City Clerk's Office at Cost Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 **no later than** 9:00 A.M., Pacific Daylight Time (P.D.T.), on **Tuesday, October 13, 2020**. Hand-delivery is highly recommended. The City will **NOT** accept or be responsible for late arrivals of bid bonds due to the actions of the U.S. postal service or private delivery service providers. Copies of the bid bonds uploaded onto PlanetBids will NOT be accepted. Due to COVID-19 precautions, Costa Mesa City Hall is CLOSED to the public. Therefore, bid bonds should be delivered and submitted in a "drop-off" box provided near the entrance to City Hall **no later than** 9:00 A.M. P.D.T. on **Tuesday, October 13th, 2020**.

Question No. 2: I am bidding this project as a sub and I have a question regarding bid item Nos. 38, 39, 40. In the bid package I don't see any SCE plans for the street lighting. Are there any for this project?

Bid Addendum No. 1
Project and Specifications No. 20-01

Answer to No. 2:

See Attachment 3 - three sheets provided by SCE. The contractor is responsible for installing the structures and conduit, i.e. street light foundations/pedestal slab, pull boxes, and conduit runs to each light standard, etc. Once all the requirements are met, Edison's crew will pull the new wire and make connections. Coordination with Edison's contract crew is required and they will be removing/moving the streetlights.

Question No. 3: Please advise when construction on this project is anticipated to begin?

Answer to No. 3:

The Award of the Contract shall be within 60 days of bid opening. The Notice to Proceed (NTP) will be subsequent to the Agreement being fully executed after the Award Date.

Question No. 4: Bid Item #5 – Bird Surveys

Reference: Special Provisions 17

According to the project specifications, the Contractor shall be responsible for bird surveys if construction occurs between February 15th and August 31st. In conjunction with our question above, please advise if this work will be required of the Contractor?

Answer to No. 4:

If the NTP is issued prior to the bird survey period and the tree removal work is completed prior to the bird season, then no bird surveys will be required. However, if the NTP and work associated with the tree removal is after the 15th of February, then the bird surveys and specifications thereof will be required by the Contractor.

Question No. 5: Bid Item #8 – Remove and Dispose of Existing Median Curb (F)

Reference: Special Provisions 24

Based on our field inspection, it appears that all median curb designated to protect in place is in very poor condition. We are extremely concerned that during construction it would not be practical to protect this curb (to construct stamped PCC in the medians and protect median curb at the north side from STA 10+77 to STA 20+00 which requires full 7" AC R&R). Due to this, we believe that this item should be paid based on actual field measurement quantity.

Answer to No. 5:

Final Pay (F) from Bid Item #8 – Remove and Dispose of Existing Median Curb is removed, to allow flexibility to remove and replace more median curb as needed.

Question No. 6: Bid Item #34 – Construct Stamped Concrete

Reference: Special Provisions 51

We assume that the location of the recently constructed adjacent medians is on Harbor Blvd. Please confirm, so that we can match the color and pattern. In addition, please provide information indicating PCC thickness, and CMB thickness (if required)?

Answer to No. 6:

Contractor to field match the petterna and color from the Arlington and SB Newport Blvd. pork chop median. The stamped concretet should be a 4" PCC over 6" CMB section.

Question No. 7: Bid Item #45 – Adjust Sewer Manhole to Grade

Reference: Special Provisions 64

Bid Addendum No. 1

Project and Specifications No. 20-01

Please advise if the sewer manholes belong to Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD)? If OCSD, does the work have to be performed by a pre-approved OCSD contractor? In our previous experience, this has been very expensive.

Answer to No. 7:

The sewer manholes belong to Costa Mesa Sanitary District (CMSD).

Question No. 8: It appears that the traffic signal specifications released for this project do not match the plans. The plans for the intersection of Merrimac Way call out for a P cabinet with Cobalt but the specs call out a 332 with a 2070C. Can you please let us know if the city will be issuing an addendum with an updated specification or if Econolite should base our bid on the plans. For the intersection of Merrimac Way at Harbor, we respectfully ask if Econolite Vision video Detection is an acceptable alternate.

Answer to No. 8:

The Specifications Section E, pages SP-66 to SP-101 have been updated accordingly. Replace these pages in the advertised specification with Attachment 4 provided in this addendum.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. The remainder of the *Bid Contract Documents and Specifications* shall remain unchanged. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders.

Please acknowledge receipt of this Bid Addendum No. 1 by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



Naz Mokarram, PE
Senior Engineer

Attachments:

- 1- Specification signed cover page
- 2- "Technical Special Provisions" cover page
- 3- SCE plans (3 sheets)
- 4- Revised Technical Specification Pages SP-66 to SP-101

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS FOR

MERRIMAC WAY BICYCLE FACILITY IMPROVEMENTS
CITY PROJECT NO. 20-01

Prepared Under the Direction of:



Baltazar Mejia, P.E.

Interim City Engineer

Copy No. _____

Checked by _____

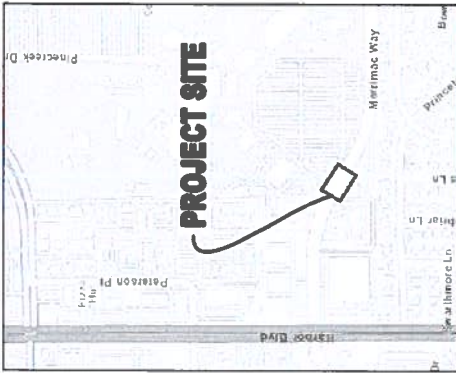
TECHNICAL SPECIAL PROVISIONS

Prepared under the Responsible Charge of:



Myung Choo, P.E.
GHD

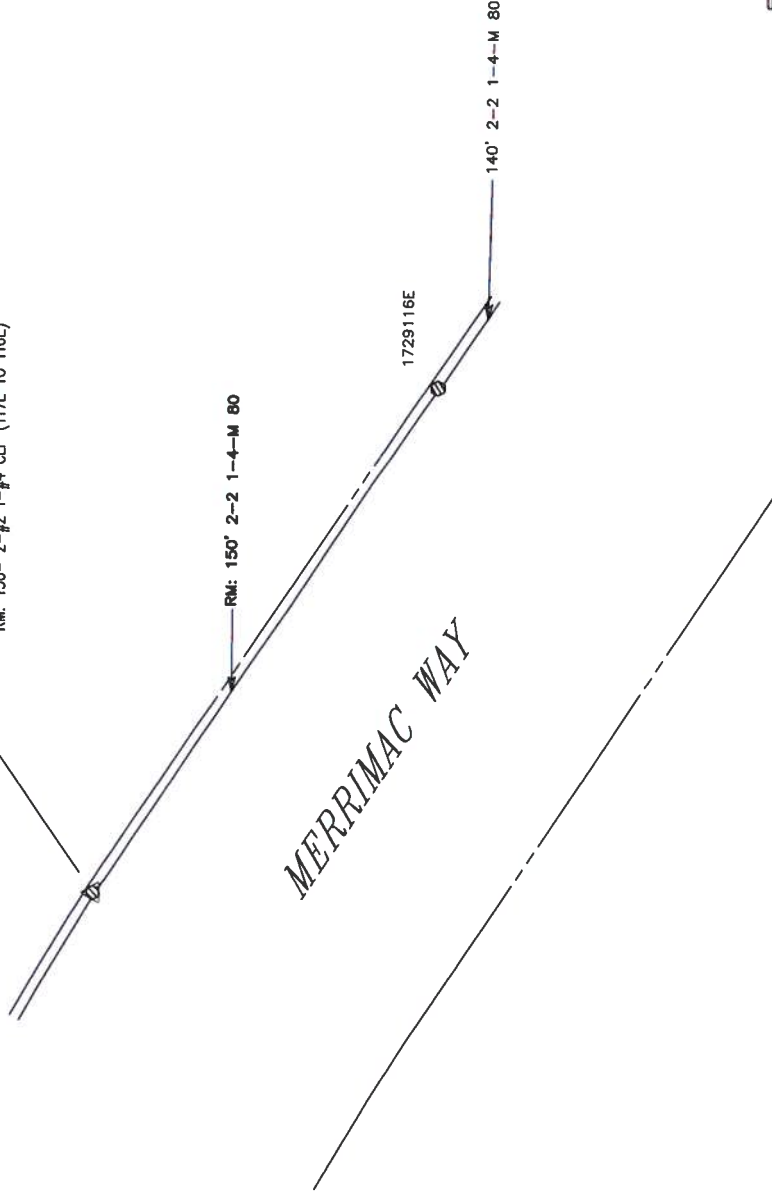




CR: SL1729117E

1

CR: 1- SL PL 29' CONC OCT 6' ARM+
CR: 1- SL 100W HPS COBRA HD FLAT LAMP & PC+
RM: 150- 2-#2 1-#4 CLP (117E TO 116E)



PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	<input type="checkbox"/> N
PWRD 88 REQUIRED	<input type="checkbox"/> N
UC CIVIL ONLY WORK ORDER	<input type="checkbox"/> N
PERMIT REQUIRED	<input checked="" type="checkbox"/> Y
PERMIT TYPE: ENCROACHMENT	
OUTAGE REQUIRED	<input type="checkbox"/> N
OUTAGE DATE: N/A	TIME: N/A
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/> Y
PED. TRAFFIC CONTROL REQ'D	<input type="checkbox"/> N
CONVEYANCE LETTER REQ'D	<input type="checkbox"/> N
ENVIRONMENTAL CLEARANCE REQ'D	<input checked="" type="checkbox"/> Y
CSD 140 (TLM) REQ'D	<input type="checkbox"/> N

DISTRICT	33 - HUNTINGTON BEACH	PROJ. MGR. N/A	PLANNER	LEE, STEPHEN MICHAEL	DESIGNER	DOMINGUEZ, MARVI	
PROJECT NO.	2031076	SERVICE REQUEST	PHONE	714-934-3633	PRODUCT-1	ASSOC DESIGN	
CIRCUIT / VOLTAGE	2929409	N/A	PROJECT-1	1734040-ST LT REMOVAL (NON-BILLING)	1304655	1304655	
CATFISH	12KV	THOMAS GUIDE	PRODUCT-2	N/A	ASSOC DESIGN	N/A	
SUB / PG NO.	B1	CIRCUIT CODE	PRODUCT-3	N/A	ASSOC DESIGN	N/A	
INVENTORY MAP	34-12A	J.P.A. NO. N/A	PROPOSED CONSTRUCTION (LOCATION)	TD1734040 - ST LT REMOVAL (NON-BILLING)			
DATE	8/16/2020	REV	SM	MLD	543633	400 MERRIMAC WAY	
TYPE	F	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	COSTA MESA, CA 92626	
Southern California Edison Company						SHEET	1 of 1
Southern California Edison Company						DESIGNING NO.	1304655_0.01

BID ITEM No. 51: ADJUST SLURRIED BACKFILL OVER EXISTING BLOW-OFF ASSEMBLY AND VALVE TO GRADE

Measurement and Payment for “**Adjust Slurried Backfill Over Existing Blow-off assembly and Valve to Grade**” shall be per the unit price bid per **Each (EA)** and shall include removal and disposal of existing improvements, adjusting the slurried backfill over the blow-off valve to grade, providing all labor, tools, equipment, materials, and incidentals necessary for doing the work in compliance with Mesa Water District standards STD DWGS 9, 9A, and 14A, the Standard Specifications for Public Works Construction, as shown on the Plans, and to the provisions of the City of Costa Mesa Standard Plans, and no additional compensation will be allowed.

PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

[Replace with the following:].

Bid item Nos. 52, 53, and 54 Traffic Signal Modification (Harbor Blvd & Merrimac Way), Traffic Signal Modification (Fairview Rd & Merrimac Way), and Pedestrian Hybrid Beacon Installation shall conform and be in accordance with the Plans, these Special Provisions, the 2018 Standard Specifications For Public Works Construction (SSPWC), Section 86 of the 2018 Caltrans Standard Specifications (CSS) and any applicable errata (or Revised Standard Specifications), 2018 Caltrans Standard Plans (CSP) and any applicable errata (or Revised Standard Plans).

700-1 GENERAL

This work consists of traffic signal installation or modifications and any other related work required to provide the intended operation at the locations shown on the project plans.

The applicable Sections of the SSPWC will control the general provisions, construction materials and constructions methods, except for the following Sections:

- Section 209: Street Lighting and Traffic Signal Materials
- Section 307: Street Lighting and Traffic Signal Systems

The CSS Section 86 set forth above will control the construction materials, and construction methods for specific work relating to Street Lighting, Traffic Signal Materials and Traffic Signal Systems, except as amended by the Project Plans and this Special Provisions.

NEC CERTIFICATE REQUIREMENT NOTICE

Certification is required for all persons who perform work as electricians for contractors licensed as Class C-10 electrical contractors under the Contractor’s State License Board Rules and Regulations

FURNISHING AND INSTALLING

Unless specifically called out by the plans or special provisions that a piece of equipment

or material will be supplied by a third party, it is the Contractor responsibility to furnish and install all necessary equipment and material, even if not identified on the plan or in these special provisions, to provide the intended operation as shown on the plans.

SCHEDULING OF WORK

The City of Costa Mesa requires that all pole locations shall be potholed to determine the proper pole type and mast arm length prior to ordering. The City of Costa Mesa will issue the notice to proceed to pothole following preconstruction meeting. All potholing is to be completed within 10 days following the issuance of the notice to proceed. Work shall be suspended following the completion of the potholing. The Contractor may order traffic signal equipment following the contract award including poles. However, the City is not responsible for any pole changes due to unforeseen utilities conflict resulting from ordering of equipment prior to potholing.

It is the intent of the City of Costa Mesa that the Contractor be allowed to start construction activity at a reasonable length of time prior to delivery of equipment and following receipt of written notice to proceed. This will permit excavations, installation of conduits, pull boxes and foundations in a most expedient manner, and minimize the disruption and inconvenience of an extended construction schedule. Construction, once started, shall be pursued until completion. Above ground signal work shall not commence until such time that the Contractor notifies the ENGINEER, in writing, of the date that all electrical materials and equipment controller assemblies, are received; and said work shall start within fifteen (15) days after said date.

No materials or equipment shall be stored at the job site (outside of the public right-of-way) until the City issues a Notice to Proceed. The job sites shall be maintained in a neat and orderly condition at all times. No materials or equipment shall be stored within the public right-of-way. Unless noted otherwise, at least 5 working days of advanced notice shall be given (on any working day except Friday or the day preceding a legal holiday) to the Inspector for any installations of or modifications to channelization, signing, traffic signal and lighting systems. If sufficient notice is not given, the City shall not be liable for any resulting delays.

SUBMITTAL OF EQUIPMENT LIST AND DRAWINGS

The contractor shall submit the followings for approval prior to the start of construction or some cases, before manufacturing:

1. Certificate (or letter from manufacturer) of Compliance to Caltrans specifications for traffic signal poles and equipment.
2. Certificate (or letter from manufacturer) of Compliance to Caltrans specifications for LED units.
3. Layout of each Reflectorized Street Name Sign.

Certificate of Compliance is not required for equipment specifically called for by manufacture name and model. For new traffic signal installation, the Contractor shall

supply 3 bond copies (24"x36") of the controller cabinet schematic wiring diagrams. For simple traffic signal modification, the contractor will make necessary revisions to the existing traffic cabinet print and supply the City 3 bond copies (24"x36") of the revised traffic cabinet print. For major traffic signal modification where revision to the existing cabinet print is not feasible, the contractor shall prepare and supply new cabinet prints as required. Materials lists, manufacturer's data, equipment brochures and operations manuals, technical data, controller cabinet wiring diagram, and all other related equipment information, shall be labeled and identified, and shall be submitted in bound booklet form.

MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

The contractor shall keep the traffic signal system in operations at all times during construction except for the two switchover shutdowns described below.

The traffic signal system consists of but not limited to the traffic signal and safety lights, twisted pair interconnect cables, fiber optic cables, Emergency Vehicle and Railroad Pre-emption Systems, CCTV and/or Video Imaging Detection Systems, Wireless Communication System. The contractor is required to maintain these systems in working condition during construction by providing temporary wiring, splicing, relocating or any other necessary action.

1. Traffic Signal and Safety lights: Contractor shall provide temporary overhead wiring to maintain all vehicle and pedestrian signal indications and pedestrian push buttons and safety lights in operation. Maintain operation of undamaged loops where feasible.
2. Traffic Signal Interconnect Cable: Contractor shall provide temporary cable and/or splicing necessary to maintain continuous communication from the TMC to the traffic signal under construction and other traffic signals on the same interconnect cable.
3. Emergency Vehicle and Railroad Pre-emption: Contractor shall provide temporary wiring to maintain all pre-emption systems in working order.
4. Fiber Optic Cable, Wireless Communication and CCTV System: Contractor shall provide temporary cable and/or splicing necessary to maintain the system in working order.

Traffic signal system shutdowns for switchover of equipment, if applicable, shall be limited to two times per traffic signal. Each shutdown period shall be limited to the hours between 9:00 AM and 3:00 PM. First shutdown is allowed for switching from the existing wiring to the temporary wiring and second shutdown is allowed for switching from the temporary wiring to the new permanent wiring. **If deemed necessary by the ENGINEER, the contractor shall provide traffic control personnel to direct traffic during shutdown period.** The Inspector shall be notified at least five (5) working days before the intended shutdowns.

The contractor shall furnish "STOP AHEAD" and "STOP" signs during any shutdown

period. Two "STOP AHEAD" signs and two "STOP" signs shall be placed for each direction of traffic. Sign sizes shall be 30" minimum. Locations of the signs shall be as directed by the ENGINEER. The contractor shall be responsible for any additional temporary wiring, which may be required on a day-to-day basis due to the construction.

AS-BUILT DRAWINGS

The Contractor shall maintain and update the as-built drawings throughout the construction period. The "As-Built" drawings shall be submitted to the Inspector before the City accepts any traffic signal installations or modifications. The prints shall indicate, in red, all deviations from the contract plans, such as location of poles, pull boxes and runs, depth of conduits, number of conductors, and other appurtenant work, for future reference.

TURN-ON AND FUNCTIONAL TESTING

The Inspector shall be notified at least five (5) working days before the intended turn-on and provide method and schedule of turn-on procedure. The Inspector shall be notified a minimum of two work days in advance of planned connection of the new or modified traffic signal to the traffic signal communications system, if the new or modified traffic signal is to be connected to the traffic signal communications system.

All permanent striping, pavement markings, and signing shall be in place prior to beginning of the Functional Test Period for any new or modified traffic signal system. The Contractor shall complete all sandblasting, striping, pavement markings, and roadside signing installations and modifications shown on the plans prior to beginning the Functional Test Period. Contractor shall at his own expense, arrange to have a technician, qualified to work on the equipment listed below and employed by the equipment manufacturer, or his representative, present at the time the equipment is turned on:

- A. Traffic signal controller and cabinet assembly
- B. Video detection equipment (if applicable)
- C. Microwave detection equipment (if applicable)
- D. Emergency vehicle preemption equipment (if applicable)
- E. Uninterruptible power supply equipment (if applicable)

The Functional Testing Period of the modified traffic signal system shall not be made on Friday, Saturday, Sunday, or the day preceding or following a Federal holiday. The ENGINEER shall be notified at least two working days prior to the beginning of the Functional Testing Period. The Functional Testing Period will not be allowed to begin without prior authorization by the ENGINEER.

SERVICE

The Service Cabinet shall furnish and install a 120V/240V dual meter aluminum clear

anodized Type II-B, 2 Wire 120V per manufacturers specifications and Caltrans Standard Plan No. ES-2B per Caltrans 2018 Revised Standard Plans. The Service Cabinet shall be wired for both metered and un-metered circuits as follows:

- 100A main bus with 4-circuit interior metered and 4-circuit interior un- metered.
- Metered Circuits:
 - 30A for Traffic Signal
 - 30A Spare.
 - 15A Spare.
- Un-Metered Circuits:
 - 30A for Safety Lights.

The Contractor shall be responsible for all service details, coordinating and scheduling of work and necessary connections in advance of need. The City has incorporated Edison service design into the City's plan; however, it is the contractor's responsibility to verify the service requirement and installation prior to work. If any discrepancy exists between the plans and Edison design, the Edison design shall take precedence. No additional compensation will be provided for the discrepancy. Contractor shall furnish and install Type PEC and PEU in the equipment enclosure. Stencil service address using 2" minimum lettering and black paint on the service cabinet. Permanent self-adhesive letters and numbers will also be acceptable. Contractor shall obtain the necessary electrical permits from the Planning & Building Agency for service cabinet installation, inspection and electrical service authorization. The permit fee will be waived for City projects. City will provide Electrical Permit Fee Waiver Memorandum to be presented to Planning & Building Agency at the time of obtaining permit.

CONTROLLER CABINET

The Controller Cabinet shall be a P38 TS2 Controller Cabinet and shall be installed per manufacturers specifications, Caltrans Standard Specifications, and Caltrans Standard Plans. The contractor shall furnish and install all material, equipment, appurtenances, and perform all work necessary for a full functioning controller cabinet that is capable of controlling and powering a pedestrian hybrid beacon and provides the intended operation shown on the plans and the required operation as set forth in the Specifications and these Special Provisions.

TRAFFIC SIGNAL CONTROLLER

The contractor shall remove the existing traffic signal controller and install the Econolite Cobalt ATC Controller unit and appurtenances in new signal cabinet as indicated on the plans. The controller shall have data key, Ethernet port, and FSK Telemetry. The Controller shall be connected to and be system ready for communication on the Centracs Traffic Signal Management/Monitoring software.

EXCAVATING AND BACKFILLING

Excavating and backfilling shall conform to Section 86-2.01, "Excavating and Backfilling" of the CSS and these Special Provisions. All excavated material shall be removed from the site and backfilled with compacted crushed aggregate base material topped with temporary asphalt concrete on the same working day as removed. A temporary alternative to backfilling, with permission of the ENGINEER, shall be the placement of steel plates with temporary asphalt concrete ramping at edges of the steel plates. Such plating shall not be allowed for more than five (5) working days, after which backfill shall be required.

Traffic signal pole foundations, sign foundation locations, tree root balls, utility potholing locations, and other excavations allowed by the ENGINEER, shall be backfilled in accordance with Section 19-3, "Structure Excavation and Backfill" of the CSS, to a relative compaction of 95 percent, or by use of the Slurry Backfill method described below. The Contractor may choose either method for backfilling any of the excavations listed above to the bottom of the existing or proposed roadway structural section, sidewalk structural section, parking lot structural section; or as directed by the ENGINEER. A combination of methods shall not be allowed for any individual excavation and backfill location. Slurry backfill: Use of a one-sack cement and sand slurry provided by a commercial ready-mix concrete vendor. The slurry shall be placed in conformance with Section 51, "Concrete Structures", of the CSS and shall be placed "in the solid" and monolithic from the bottom of the excavation to the bottom of the existing or proposed roadway structural section, sidewalk structural section, or parking lot structural section; or as directed by the ENGINEER.

FOUNDATIONS

Foundations for controller cabinets, standards, posts, and pedestals shall also conform to the provisions in 86-2.03 "Foundations" of CSS, and these Special Provisions. All material removed for pole foundations shall become the property of the Contractor and shall be disposed of outside the site of work by and at the expense of the Contractor. The height of foundations shall be 18" above grade for Type P cabinet and 4" above grade for Type 332 cabinet. Foundation concrete shall be vibrated to eliminate air pockets.

Contractor shall define exact location of all utilities in the vicinity of the new foundations, by hand digging if necessary. After all utilities are established, Contractor shall contact the ENGINEER for authorization of specific foundation location. Foundations shall be hand-dug until clear of obstructions. Foundations for traffic signal and luminaire mast arm poles shall be constructed to ensure that the traffic signal or luminaire mast arm is perpendicular (with a tolerance of 2° from perpendicular) to the adjacent tangent curb face or to the alignment as shown on the plans. Foundations that do not provide the proper alignment of the traffic signal or luminaire mast arm (as specified above) shall be completely removed and reconstructed at the Contractor's expense. **The Contractor shall verify the proper alignment of the traffic signal pole or electrolier foundation anchor bolts prior to placement of Portland cement concrete.**

As included in the contract documents, the Contractor shall locate and install foundations as directed by the ENGINEER. No foundation shall be located within five feet of a water

meter or fire hydrant. The top two inches of the concrete foundation shall be grouted after they are in position. The exposed portions of the foundations shall be formed to present a neat appearance. Replace pavement or sidewalk in kind to match existing material, color and pattern, from score mark to score mark, after foundations have been installed.

STANDARDS, STEEL PEDESTALS AND POSTS

Standards, steel pedestals and posts shall conform to the provisions in Section 86-2.04, "Standard, Steel Pedestals and Posts" of CSS and these Special Provisions. The ENGINEER shall approve the location of all standards, steel pedestals, and posts in the field, prior to installation.

Contractor shall furnish all new nuts, bolts, washers, foundation anchors, pole caps, hand hole covers, and other hardware, as required to provide the intended installation, for all Contractor- furnished or relocated equipment. Nuts, bolts, washers, foundation anchors, pole caps, hand hole covers and other hardware shall comply with the CSS, CSP, these Special Provisions, and the Plans.

CONDUIT

Traffic signal, interconnect communications, and roadway lighting conduit shall conform to the provisions in Section 86-2.05, "Conduit", of CSS and these Special Provisions. Traffic signal conduit shall be schedule 80 PVC unless shown otherwise on the plans. SCE service conduit shall be Schedule 40 PVC unless otherwise noted. Insulated bonding bushings will be required.

All conduits, excluding SCE service conduits, shall be installed at the depth not less than 42" below finished grade. Only when conduits are to be installed between adjacent pull boxes, from traffic signal pole to pull box or pull box to cabinet where the in-between distance is too short to meet the 42" depth and the 45-degree sweep requirements, the conduit may be installed at lower depth but not less than 18" below finished grade.

Unless shown otherwise on the plans, the minimum size of conduit shall be:

1. 2" between an electrolier and the adjacent pull box
2. 2" between a pedestrian push button post and the adjacent pull box
3. 2" between a 1A signal standard and the adjacent pull box
4. 3" between signal standard with mastarm and the adjacent pull box
5. 2-4" between a controller cabinet and the adjacent pull box
6. 2" for advanced inductive loop detector runs
7. 2" between an overhead sign and the adjacent pull box
8. 3" for street crossings containing traffic signal conductors
9. 3" for traffic signal interconnect cable (SIC) only
10. 3" between pull boxes not otherwise specified

Curb terminations shall be as shown on CSP ES-5E, Type A, except that conduit shown in CSP ES-5E, Type A shall be 2" (53 mm). A Bull-Line pull tape or equivalent with a minimum tensile strength of 500 pounds shall be installed in all conduits. The ends of conduit and conduit fittings shall be provided with insulated and galvanized bonding

bushings. After conductors have been installed, the ends of conduits shall be sealed with industry grade sealing compound. Conduit installation by "Trenching in Pavement Method" shall not be allowed within the traveled way of any public street without prior written authorization by the ENGINEER.

If a conduit is bored or jacked across existing sewer mains, the contractor shall conform to the following requirements:

1. Pothole to determine location and depth of the sewer mains.
2. Visual confirmation by City Inspector shall be done during the boring/jacking of the conduit across the sewer mains for any damages prior to back filling the pothole.
3. If visual confirmation is not done, the contractor shall perform Video Inspection of Sewer Mains per the following specifications:

VIDEO INSPECTION OF SEWER MAINS

The contractor shall use closed circuit television (CCTV) equipment to verify that City sanitary sewer mains have not been impacted. This includes all mains that appear on the plan of construction drawings as possible points of interference, regardless of the relative elevation of the sewer and what is believed to be the elevation of the newly constructed facility. The contractor shall use equipment specially designed and constructed for sewer inspection and televising. The camera must have light sources of suitable illumination output to provide a clear picture of the entire periphery of pipe. The camera must be able to be rotated to a position that will assure that the total periphery of the sewer is in focus at all times, regardless of the diameter of the pipe being inspected. The camera, transport system, and other components of the video system shall be capable of producing a picture adequate for the purposes of the inspection as stated herein. Video runs showing condensation or submersion of the lens, poor or out-of-focus images, poor audio, or otherwise poor image quality shall be cause for rejection and may necessitate re-televising at the consultant's expense if the City determines the video run is not of acceptable quality.

A cable footage counter, accurate to within one (1) foot in 1000 feet, shall be used and shall be indicated on the monitor and recorded on the video. The date of inspection, continuous forward and reverse readout of camera distance from referenced access hole, the **City supplied upstream and downstream manhole identification number** with an arrow indicating the direction of flow, the size of the pipe, the name of the street, the time of day and the project or location name as supplied by the City shall be displayed continuously on the monitor and recorded on the video. **The use of non-standard or incorrectly numbered manholes by the contractor on the video overlay is cause for rejection of the digital video and any costs associated with re-videoing of the main that are necessitated by the contractor's failure to use designated naming conventions will be borne entirely by the contractor.** The footage relative to the center of the manhole at the start of each run shall be set to accurately reflect a center of manhole starting position of 0.00 feet regardless of where along the pipe and at what footage the run begins. All video operations shall begin at a manhole adjacent to the most likely point of interference and unless blocked by an impassable obstruction, shall end at the closest upstream

or downstream manhole or cleanout structure. **Under no circumstances shall the contractor deliver to the City a video of a survey that was otherwise abandoned.** If the camera cannot pass the entire sewer reach from its point of insertion, the reach shall be inspected from both directions. The consultant shall notify the City immediately of any such obstruction so that it may be repaired or mitigated by the City and/or the contractor and complete inspection of the pipe may proceed.

Camera inspection of sewer mains with high volumes of flow (pipe running 1/3 full or more) may, with prior consent of the City, be done at night between the hours of 10 p.m. and 5 a.m. No added compensation shall be allowed for night work. Notwithstanding, **the consultant shall always use whatever mechanical means are available, including modification or changing of the camera wheels or treads, to insure that the image is recorded in an upright, un-rotated position.** The City reserves the right to reject any videotape where changes in the orientation of the camera could have been corrected by such modifications or by performing the work during periods of low flow. CCTV recordings shall be provided to the City as a digital Mp4, MPEG, or MOV file stored on a USB key, CD, DVD, or approved alternate. Cost for video inspection if required, shall be considered as included in other bid items.

PULL BOXES

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes" of CSS, CSP ES-8 and these Special Provisions. Pull boxes' size shall be Number 6 except where shown otherwise on the plan or as directed by the Traffic ENGINEER. Bottoms shall be bedded in crushed rock. Pull boxes shall not be grouted. Pull boxes shall be polymer concrete reinforced with heavy-weave fiberglass and plastic lining. Pull box covers shall be lightweight (Christy Fibrelyte, or approved equal).

Pull boxes adjacent to Traffic Signal poles shall have 10 foot ground rod with ground clamp and shall be fastened to bare grounding conductor from Traffic Signal pole. New pull boxes shall not be installed within any curb access ramp. No new pull box shall be located within five feet of a water meter or fire hydrant. Replace sidewalk in-kind to match existing material, color, and pattern, from score mark to score mark after pull boxes have been installed.

CONDUCTORS AND CABLES

Conductors shall conform to the provisions in Section 86-2.08, "Conductors and Cables" of CSS and these Special Provisions. New and modified traffic signals shall utilize multiple conductor traffic signal cable conforming to the provisions in Section 86-2.08D, "Signal Cable" of CSS, the plans and Special Provisions.

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans. Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC. The 12 CSC and 3 CSC cables shall be run continuous between terminal block terminals and traffic signal controller cabinet load switch bay terminals. Splices will not be allowed and no daisy-chaining of traffic signal cables shall

be permitted.

Mast-arm mounted traffic signal indications shall be connected to the side mount vehicle indication terminal box using a 5 CSC. Three section and four section vehicle indications shall use a single 5 CSC. Five section vehicle indications shall use 2-5 CSC. 5 CSC shall be run continuous between the signal indication and the side mount vehicle indication terminal box and no splicing will be allowed. Multiple indications for the same vehicle phase shall not use the same 5 CSC. Each CSC shall be labeled in a permanent, color-coded manner at the side mount vehicle indication terminal box, such that the vehicle phase and placement are noted on the cable. For example, Ø2 Inboard would indicate the cable serving the indication closest to the traffic signal mastarm pole.

WIRING

Wiring shall conform to Section 86-2.09, "Wiring", of CSS and these Special Provisions. If necessary, multiple lighting circuit conductors can be soldered and insulated by "Method B" as shown in CSP ES-13A. Conductors No. 8 AWG or larger shall be spliced by the use of "C" shaped compression connectors and soldering. Compression-type terminals (spade or eyelet) shall not be permitted for termination on solid conductors.

BONDING AND GROUNDING

Bonding and grounding shall conform to the provisions in Section 86 and Section 87, of CSS and these Special Provisions.

VEHICLE SIGNALS

All new vehicle signal indications shall be 12" nominal diameter. All new signal indications shall be Light Emitting Diode (LED), as specified elsewhere in these Special Provisions. All new signal section housings shall be provided with visor and backplate. Signal section housings, visors, and backplates shall be metal. All visors shall have twist-on attaching ears to facilitate installation.

The stainless steel machine screw shall have anti-seize compound (NOA-Lox or Agency approved equal) applied before installation. The door shall be equipped with a neoprene gasket, permanently secured, to prevent water from entering the terminal compartment. Side mounted signal heads shall be mounted on the side away from the traveled roadbed. The Contractor shall furnish and install new mounting hardware as required to provide for the intended design and operation.

COUNTDOWN PEDESTRIAN SIGNAL

Pedestrian signals shall conform to the provisions in Section 86-4.03, "Pedestrian Signal Faces" of CSS and these Special Provisions. Pedestrian signal shall be LED countdown type with 9" high number (GE model PS7-CFF1-26A-J or approved equal). Pedestrian signal indication housings shall be metal, mounted with Type Z- crate front screens. Pedestrian signal housings shall be furnished with a terminal compartment identical to that specified elsewhere in these special provisions.

LIGHT EMITTING DIODE (LED) MODULES

Light emitting diode (LED) signal and pedestrian modules shall conform to the provisions in sections 86-4.01D of CSS and these Special Provisions. LED signal modules shall be manufactured by Dialight or Agency approved equal. Written warranty must be provided by manufacturer for full replacement of the luminaire due to any failure for a minimum period of fifteen (15) years.

The LED signal module manufacturer shall provide a detailed written warranty issued by the factory of module origin with the following minimum provisions:

- Modules shall, at the manufacturer's option, be repaired or replaced if the module fails to function as intended due to workmanship or material defects within the first 15 years from the date of delivery.
- Modules shall, at the manufacturer's option, be repaired or replaced if the module exhibit luminous intensities less than the minimum specified values within the first 15 years of the date of delivery.

VEHICLE DETECTORS

Detectors and detector lead-in cable shall conform to the provisions in Section 86-5, "Detectors" of CSS and these Special Provisions. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type B. Loop sealant can be Asphaltic Emulsion Sealant or Hot-Melt Rubberized Asphalt Sealant.

Unless shown otherwise on the plans, all new inductive loop detectors shall be round, 6' (1.8 m) diameter, per CSP plan ES-5B, Type E. All loop connection shall be in series only. Bicycle Loop Detectors in Vehicle lane shall be per CSP Type D Circular. Bicycle Loop Detectors in Bicycle lane shall be per CSP Type Q. All new or modified loop curb terminations shall be Type A as shown in CSP ES-5D. Curb termination conduit shall be 2" (53mm).

If any inductive loop detector wires or loop detector lead-in cables are to be left un-terminated in a pull box for more than a 24-hour period, the ends shall be securely taped and sealed with an electrical insulating coating.

PEDESTRIAN PUSH BUTTON ASSEMBLIES

Pedestrian Push Button Assemblies shall conform to Section 86-5.02, Pedestrian Push Button Assemblies, of the CSS and these Special Provisions.

Unless shown otherwise on the plans, Pedestrian Push Button shall be Type B. Pedestrian push button assembly shall be ADA compliant furnished with stainless steel tamper- proof screws. Pedestrian push button assembly shall consist of 5"x7" housing (Color: Green), 2" ADA Moving Push Button (Color: Green, Button: Silver Stainless Steel) and Caltrans standard 5" by 7.5" R10-3 sign. The Pedestrian Push Button Assembly shall be installed at ADA standard height of 42", measured from top of sidewalk to center of push button.

When an Audible Pedestrian Signal (APS) system is required, the Contractor shall furnish and install Polara EZ Communicator Navigator 2-wire APS system as shown on the plan. The APS system shall include Polara EZ Communicator Navigator Push Button Station (EN2 5AN0-B-BD- EB), Central Control Unit (CCU2EN) and E-Configurator and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans.

All exposed fasteners shall have anti-seize compound (NOA-Lox or Agency approved equal) applied before installation.

VIDEO DETECTION SYSTEM

The contractor shall furnish and install Autoscope Vision Video Detection System, or approved equal. The contractor shall furnish and install all material, equipment, appurtenances and perform all work necessary for a full functioning system that provides intended operation shown on the plans. The Contractor, as part of the installation, shall program video detection zones to detect vehicles and bicyclists upon each approach with a video detection camera, per the manufacturers specifications and per the direction of the Engineer.

This specification sets forth the minimum requirements for a video detection system that detects vehicles, bicycles, and motorcycles on a roadway by processing video images and that provides vehicle presence, traffic flow data, event alarms, and full-motion video for real-time traffic control and management systems.

1. System Hardware

The video detection system shall be comprised of two major hardware components: a video sensor and a communications interface panel. An optional wired input/output card shall be available for certain cabinet types.

1.1. Video Sensor

The video detection system shall include a video sensor that integrates a high-definition (HD) camera with an embedded processor for analyzing the video and performing detection.

1.1.1. Camera and Processor

- 1.1.1.1. The camera shall be a color CMOS imaging array.
- 1.1.1.2. The camera shall have HD resolution of at least 720p (1280x720 pixels).
- 1.1.1.3. The camera shall include a minimum 10X optical zoom.
 - 1.1.1.3.1. It shall be possible to zoom the lens as required to satisfy across-the-intersection detection objectives, including stop line and advance detection.
 - 1.1.1.3.2. It shall be possible to zoom the lens remotely from the TMC for temporary traffic surveillance operations or to inspect the cleanliness of the faceplate.
- 1.1.1.4. The camera shall have direct, real-time iris and shutter speed control by the integrated processor.

- 1.1.1.5. The processor shall support H.264 video compression for streaming output.

1.1.2. Video Sensor Enclosure Assembly

- 1.1.2.1. The camera and processor shall be housed in a sealed IP-67 enclosure.
 - 1.1.2.1.1. The faceplate of the enclosure shall be glass and shall have hydrophilic coating on the exterior surface to reduce debris accumulation and maintenance.
 - 1.1.2.1.2. The faceplate shall have a thermostatically-controlled indium tin oxide (ITO) heater applied directly on the interior surface to keep the faceplate clear of condensation, snow, ice and frost.
- 1.1.2.2. An adjustable aluminum visor shall shield the faceplate from the sun and extraneous light sources.
- 1.1.2.3. An integral aiming sight shall assist in aiming the camera for the detection objectives.
- 1.1.2.4. A removable rear cap and cable strain relief shall seal the power connection.
 - 1.1.2.4.1. The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.
 - 1.1.2.4.2. The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.
- 1.1.2.5. The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure.
- 1.1.2.6. The sensor shall be self-supporting on manufacturer's mounting brackets for easier fastening during installation.
 - 1.1.2.6.1. It shall be possible to rotate the field-of-view 360° without changing the angle of the visor.

1.1.3. Power and Communications

- 1.1.3.1. Power and communications for the video sensor shall be carried over a single three-conductor cable.
 - 1.1.3.1.1. Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.
- 1.1.3.2. The video sensor shall operate normally over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.
- 1.1.3.3. Power consumption shall be no more than 16 watts typical.
- 1.1.3.4. No supplemental surge suppression shall be required outside the cabinet.
- 1.1.3.5. All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

1.2. Communications Interface Panel

The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center, a

maintenance technician, and the traffic cabinet itself.

1.2.1. Video Sensor Connection

- 1.2.1.1. The communications interface panel shall provide connection points for four video sensors.
 - 1.2.1.1.1. Each sensor connection shall be a 3-pole terminal block, which supplies power and broadband-over-power communications to the sensor.
 - 1.2.1.1.2. The broadband-over-power communications shall provide a throughput of 70 to 90 Mbps.
 - 1.2.1.1.3. The broadband-over-power connection shall support at least 1,000 feet of cabling to the video sensor.
 - 1.2.1.1.4. Each video sensor connection shall include a power switch.
 - 1.2.1.1.5. There shall be an LED for each video sensor to indicate the state of the power to the sensor and an LED for each video sensor to indicate the status of communications.
 - 1.2.1.1.6. Each video sensor connection shall contain a resettable fuse.
 - 1.2.1.1.7. Each video sensor connection shall provide high-energy transient protection.

1.2.2. Traffic Management Center (TMC) Communications

- 1.2.2.1. An Ethernet port shall be provided to connect to a remote Traffic Management Center (TMC).
 - 1.2.2.1.1. The TMC connection shall support 10/100/1000 Mbps Ethernet communication.
 - 1.2.2.1.2. The communications interface panel shall proxy all network requests that arrive on the TMC connection to avoid unwanted network traffic from reaching the broadband-over-power network between the communications interface panel and the video sensors.
 - 1.2.2.1.3. All communications to the video detection system through the TMC connection shall be to a single IP address.

1.2.3. Local User Communications

- 1.2.3.1. A wired Ethernet port shall be provided to connect the technician at the cabinet to the video detection system for setup and maintenance purposes.
 - 1.2.3.1.1. The maintenance port shall support 10/100/1000 Mbps Ethernet communication.
 - 1.2.3.1.2. All communications to the video detection system through the maintenance port shall be to a single IP address.
 - 1.2.3.1.3. The maintenance port shall support DHCP to automatically assign an IP address to the user's computer, if desired.
- 1.2.3.2. An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.
 - 1.2.3.2.1. All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.
 - 1.2.3.2.2. The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user's computer.

the fiber to the City of Costa Mesa Traffic Management Center. A minimum of 15 feet of slack shall be maintained on either side of any splice enclosure.

Following installation of the cable in duct, all duct entrances in cabinets, pull boxes and vaults shall be sealed with duct sealing compound to prevent the ingress of moisture, foreign materials and rodents.

3. Splicing

All fiber optic splices shall use the fusion method. The mean bi-directional splice loss of any splice shall not exceed 0.15 dB. The termination splices shall connect the fiber optic cable span ends with pigtails. The termination splices shall be placed in a splice tray. The individual fibers shall be looped one full turn within the splice tray to avoid bending losses.

A 2-inch minimum bending radius shall be maintained during installation and after final assembly in the optical fiber splice tray. Each fiber shall be individually restrained in the splice tray. The optic fibers in buffer tubes and the placement of the optical fibers in the splice tray shall be such that there is no discernable tensile force on the optical fiber. All splices shall be protected with a thermal shrink sleeve or approved equivalent. All fibers shall be labeled in the splice tray with permanent vinyl markers. Pigtail ends shall also be labeled to identify the destination of the fiber.

4. Field Splice Closures

Where splicing is required inside the pull box or splice vault, the Contractor is responsible for supplying the splice closure and all accessories including bond connectors and proper end plates to provide splices as recommended by the manufacturer. Unless noted otherwise, splice closure shall be Corning Splice Closure part number SCF-6C22-01-72. All splicing shall be done by the Contractor, the City will supply necessary splice detail information or splicing diagram.

5. Connectors

The fiber optic connectors shall be the ceramic ferrule SC type for single mode applications. All fiber optic connectors shall be the 2.5 mm SC connector ferrule type with Zirconia Ceramic material with a PC (Physical Contact) pre-radiused tip. Field terminations shall be limited to splicing of adjoining trunk cable ends and pigtail breakouts. The pigtails shall utilize factory installed SC connectors.

6. Fiber Optic Testing

A. General

Testing shall include the tests on elements of the passive fiber optic components: (1) at the factory, (2) after delivery to the project site but prior to installation, (3) after installation but prior to connection to any other portion of the system, and (4) during final system testing. All active components shall be tested after installation.

The Contractor shall provide all personnel, equipment, instrumentation and materials necessary to perform all testing. The ENGINEER shall be notified in writing a minimum of two working days prior to all field tests. The notification shall include the exact location or portion of the system to be tested.

Documentation of all test results shall be provided to the ENGINEER for approval within two working days after the test involved. The Contractor's attention is directed to "As-Builts" elsewhere in these special provisions, regarding the requirements for recording test results.

Attenuation tests shall be performed with an OTDR capable of recording and displaying anomalies of 0.2 dB as a minimum. Single mode fibers (SM) shall be tested at 1310 nm and 1550 nm.

The OTDR shall have a printer capable of producing a verifying test trace with fiber identification as shown in the sample "Link Loss Budget Work Sheet", numerical loss values, the date and the operator's name. It shall also have a DOS based 3.5 inch-disk recording capability that has associated software to do comparisons and reproductions on 8.5 inch x 11 inch paper, via a personal computer.

Prior to arrival of the cable, the Contractor shall provide detailed test procedures for all field testing to the ENGINEER. The procedures shall include the tests involved and how the tests are to be conducted. These test plans shall be subject to the approval of the ENGINEER. The procedures shall include the tests involved and how the tests are to be conducted. Included in the test procedures shall be the model, manufacturer, configuration, calibration and alignment procedures for all proposed test equipment.

B. Factory Testing

Verification of the fiber specifications as listed in the Fiber Characteristics Table shall be supplied by the Manufacturer with the appropriate documentation. After cabling, before shipment but while on the shipping reel, 100 percent of all fibers shall be tested for attenuation. Copies of the results shall be (1) maintained on file at the Contractor's, Manufacturer's and Owner's place of business with a file identification number for a minimum of 10 years, (2) attached to the cable reel in a waterproof pouch, and (3) submitted to the Contractor and to the ENGINEER prior to the delivery of the cable to the job site.

C. Arrival On Site

The cable and reel shall be physically inspected by the Contractor on delivery and 100 percent of the fibers shall be tested with the OTDR for attenuation to confirm that the cable meets requirements. Test results shall be recorded, dated, compared and filed with the copy accompanying the shipping reel in a weather proof envelope. Attenuation deviations from the shipping records greater than 5 percent shall be brought to the attention of the ENGINEER in writing. The cable shall not be installed until completion of this test sequence and written approval by the ENGINEER is received. Copies of traces and test results shall be submitted to

the ENGINEER. If the OTDR test results are unsatisfactory, the reel of fiber optic cable shall be considered

unacceptable and all records corresponding to that reel of cable shall be marked accordingly. The unsatisfactory reels of cable shall be replaced with new reels of cable at the Contractor's expense. The new reels of cable shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

D. After Cable Installation

After the fiber optic cable has been pulled but before breakout and termination, 100 percent of all the fibers shall be tested for continuity. Test results shall be recorded and dated. Any segment of cable that does not meet specifications shall be replaced with a new segment, without additional splices, at the Contractor's expense. The new segment of cable shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

E. Outdoor Splices

At the conclusion of splicing operations at one location, and before the closure is sealed, all splices shall be tested with the OTDR, in both directions. Splice segments shall be tested at 1310 nm and at 1550 nm. The mean bi-directional loss of individual splice losses shall not exceed 0.2 dB. Measurement results shall be recorded, dated, validated by the OTDR trace printout and filed with the records of the respective cable runs. Copies of traces and test results shall be submitted to the ENGINEER. If the OTDR test results are unsatisfactory, the splice shall be unacceptable. The unsatisfactory splice shall be replaced at the Contractor's expense. The new splice shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

F. System Verification at Completion

a. OTDR Testing

Once the passive cabling system has been installed and is ready for activation, 100 percent of the fiber links shall be tested with the OTDR for attenuation. Test results shall be recorded, dated, compared and filed with previous copies. Copies of traces and test results shall be submitted to the ENGINEER for approval. If the OTDR test results are unsatisfactory the link shall be replaced at the Contractor's expense. The new link shall then be tested to demonstrate acceptability. Copies of the test results shall be submitted to the ENGINEER for approval.

b. Test Failures

If during any of these system verification tests, the results prove to be unsatisfactory, the fiber optic cable and or defective splice enclosures will not

be accepted. The unsatisfactory components shall be replaced at the Contractor's expense. The new segment of cable shall undergo the same testing procedure to determine acceptability. Copies of the test results shall be submitted to the ENGINEER for approval. The removal and replacement of a segment of cable shall be interpreted as the removal and replacement of a single contiguous length of cable connecting two splices, two connectors, or a splice and a connector. The removal of only the small section containing the failure and therefore introducing new unplanned splices will not be allowed.

CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM

When CCTV system is required, the Contractor shall furnish and install Cohu HD RISE 4220HD Series Dome Positioning Camera System (Model# 4221-1000) as shown on the plan. The CCTV system shall consist of camera/pan-tilt assembly, mounting, cables, conductors and wires, control software and video management system licensing.

1. Mounting

The Contractor shall mount the integrated camera/position unit on existing traffic signal pole as shown on plans and per manufacturer's recommendation. The Contractor shall verify the mounting requirements of the integrated camera/position unit, and the suitability of the approach depicted in these plans. The Contractor may request approval for alternate mounting details by submitting a shop drawing signed by a registered engineer.

2. Video Cable

The Contractor shall furnish and install Cohu Manufactured System cable with necessary connectors and incidental hardware from the camera to an Ethernet switch in the cabinet to establish circuit continuity. The cable shall be installed without damaging the conductors, dielectric or jacket. The cable assembly shall not be kinked or bent tighter than the Manufacturer's recommended bending radius.

3. Testing

The Contractor shall test and document the installation and operation of all material, equipment, cables and connectors for continuity, shorts or grounds. The Contractor shall also carry out system integration testing to ensure that the video interface and camera interconnect wiring performs to the specified standards when used in operation with all other devices installed under the contract.

4. Warranty

The Contractor shall provide a warranty for all equipment installed or modified under these projects for the extended warranty period provided by the manufacturer. The warranty shall be 12 months from the time the Agency accepts the Project. The warranty on all parts and equipment used on these projects shall be provided by the manufacturer or agent of the equipment. The Contractor shall provide, at no cost to the Agency, all labor, materials, testing, and equipment required restoring the system

to its fully operational condition. Following this warranty period, the Contractor shall assign to the Agency the balance of the manufacturer's warranties or guarantees on all electrical and mechanical equipment of the system.

PEDESTRIAN HYBRID BEACON

The Pedestrian Hybrid Beacon, and the work, materials, and equipment shall adhere to the requirements set forth in Chapter 4F "Pedestrian Hybrid Beacons" of the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition, and the Caltrans Standard Specifications Section 86 and 87.

IP COMMUNICATION SYSTEM

When required by the plan, the contractor shall supply and install necessary equipment to establish communication via IP addressing between the City Advanced Traffic Management System (ATMS) and existing field devices or field devices being installed.

Locations and equipment list to be added per project requirements

[Add the following Section:].

701-21 MEASUREMENT AND PAYMENT

All the preceding specifications shall be considered as included in the following bid items, as applicable. Payment for any items of work required by the Plans and Specifications or other reference documents that are not covered herein shall be considered as included in other bid items.

BID ITEM No. 52: Traffic Signal Modification (Harbor Blvd & Merrimac Way)

Measurement and Payment for "**Traffic Signal Modification (Harbor Blvd. & Merrimac Way)**" shall be per **Lump Sum (LS)** and shall include, but not limited to, all the aforementioned Work defined herein to furnish, modify and install the Signal and equipment at the Plan location, including temporary wiring, modification of conflicting conduits and conductors to maintain and provide the intended signal operation at all times, CCTV, radio communications, and IP Communication System, removal/disposal of existing improvements, and installation of the inductive advanced warning loop detectors, and providing all labor, tools, equipment, materials, testing, and incidentals necessary for completing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans as applicable, and pursuant to Section 86 and Section 87 of CSS, latest edition, and Caltrans Standard Plan requirements, and no additional compensation shall be allowed.

BID ITEM No. 53: Traffic Signal Modification (Fairview Rd. & Merrimac Way)

Measurement and Payment for "**Traffic Signal Modification (Fairview Rd. & Merrimac Way)**" shall be per **Lump Sum (LS)** and shall include, but not limited to, all the aforementioned Work defined herein to furnish, modify and install the Signal and equipment at the Plan location, including temporary wiring, modification of conflicting

conduits and conductors to maintain and provide the intended signal operation at all times, CCTV, radio communications, and IP Communication System, removal/disposal of existing improvements, and installation of the inductive advanced warning loop detectors, and providing all labor, tools, equipment, materials, testing, and incidentals necessary for completing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans as applicable, and pursuant to Section 86 and Section 87 of CSS, latest edition, and Caltrans Standard Plan requirements, and no additional compensation shall be allowed.

BID ITEM No. 54: Pedestrian Hybrid Beacon Installation

Measurement and Payment for “**Pedestrian Hybrid Beacon Installation**” shall be per **Lump Sum (LS)** and shall include, but not limited to, all the aforementioned Work defined herein to furnish and install the Pedestrian Hybrid Beacon and equipment at the Plan location, including all wiring and conduit, removal/disposal of existing improvements, and providing all labor, tools, equipment, materials, testing, and incidentals necessary for completing the Work in compliance with the Standard Specifications, these Special Provisions, as shown on the Plans, to the provisions of the City of Costa Mesa Standard Plans as applicable, and pursuant to Section 86 and Section 87 of CSS, latest edition, and Caltrans Standard Plan requirements, and no additional compensation shall be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

[Replace the entire Section with the following:].

BID ITEM No. 55: Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)

All pavement markers shall be in accordance with Section 81 “Miscellaneous Traffic Control Devices” of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 “Markings” of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions, and comply with the Caltrans Standard Plans, and the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

If a conflict exists between these Special Provisions, the State Specifications, and the Standard Specifications for Public Works Construction, the following shall be the order of precedence:

1. Plans
2. Special Provisions
3. Caltrans Revised Standard Specifications (RSS), latest edition
4. Caltrans Standard Specifications (CSS), latest edition
5. Standard Specifications for Public Works Construction (SSPWC), latest edition

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 Pavement Markers

81-3.02 Materials

81-3.02A General

[Add the following:].

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

Blue "Fire Hydrant" Raised Pavement Markers

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. **Two-way Streets or Roads:** Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.
2. **Streets with Left-Turn Lane at Intersection:** Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.
3. **Streets with Continuous Two-Way Left-Turn Lane:** Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

81-8 Existing Pavement Markers and Delineators

81-8.03 Construction

81-8.03B Remove Pavement Markers

[Add the following:].

All blue "fire hydrant" pavement markers that are removed shall be installed by the contractor. When striping is removed, any corresponding pavement markers within or adjacent to the stripe, or within the gaps of dashed striping shall be removed.

82 SIGNS AND MARKERS

82-2 Sign Panels

82-2.02 Materials

82-2.02A General

[Add the following:].

All sign face reflective sheeting shall be diamond grade retroreflective with protective overlay film.

[Add the following section:].

82-2.03C Remove and Salvage Sign and Sign Post

Sign panels and sign posts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the city corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627.

82-3 Roadside Signs

82-3.02A General

[Add the following:].

Signs and shall posts shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition. Unless otherwise noted on the plans, all new or relocated signs shall be installed on 2" square perforated steel posts with breakaway connections.

82-3.02B Metal Posts

[Add the following:].

Metal posts shall be 2" square perforated steel posts with breakaway connections.

82-3.03 Construction

82-3.02A General

[Add the following:].

Installation of sign posts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

84 MARKINGS

84-1 GENERAL

84-1.01 General

[Add the following:].

Markings must also comply with the Caltrans Standard Plans and Revised Standard Plans, latest edition. The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations. Contractor shall restore pavement traffic striping and marking damaged during construction to original condition. The installed material shall be plainly visible to the motorists both day and night.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 MATERIALS

84-2.02A General

Paint and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines, unless otherwise noted in the Plans or these special provisions.

84-2.02C Thermoplastic

[Add the following:].

All stop bars, crosswalks, legends, and arrows shall be installed using thermoplastic, and conform exactly to the City of Costa Mesa stencil types except fabricated preformed thermoplastic applications. Thermoplastic shall be composed of Alkydloid/Maleic Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic. On all dry pavement surfaces binder/sealer shall be applied to the area where hot thermoplastic pavement markings are to be placed. The binder/sealer shall be that recommended by the manufacturer of the thermoplastic material. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside of the finished pavement markings. All solvents shall have evaporated from the binder/sealer prior to the application of the molten thermoplastic materials.

Preformed Green Colored Thermoplastic

Green thermoplastic shall be durable, high skid and slip resistant, pavement marking material suitable for use as pavement delineation and markings.

The material shall be able to be installed on asphalt or Portland cement concrete pavement surfaces. The material must be resilient light green color preformed thermoplastic which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements. The material must be capable of being applied to asphalt and Portland cement concrete surfaces without preheating the application surface to a specific temperature and shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The material shall be capable of being applied to asphalt and Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater. White, retroflective and skid resistant preformed thermoplastic symbols and/or word legends may be incorporated into the skid/slip resistant material background in an interconnected fashion, if approved by Engineer, such that the two materials shall be factory assembled together and applied as a single layer. Green coloring in thermoplastic used for bicycle lanes, bicycle paths or other bicycle facilities shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromacity Requirements for Green-Colored Pavement.

84-2.02G Paint

[Add the following:].

Green coloring in paint used for bicycle lanes, bicycle paths, bike boxes, or other bicycle facilities and infrastructure shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromacity Requirements for Green-Colored Pavement.

84-2.03 CONSTRUCTION

84-2.03A General

[Add the following:].

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer. The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer prior to performing actual marking placement. No work shall commence without said approval. Traffic striping shall not vary more than 1/2 inch in 100 feet from the alignment shown in the plans. The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable). The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

Thermoplastic and paint shall be placed as close as possible to utility structures without covering them. The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity, from traffic and wear for a period of one year.

84-2.03B Application of Traffic Stripes and Pavement Markings

84-2.03B(1) General

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and markings no later than seven (7) days following the application of the slurry/ACSC (if applicable). The Contractor shall apply the thermoplastic no sooner than seven (7) days nor later than twelve (12) days following the application of the slurry/ACSC (if applicable). All legends, including limit lines, shall be striped within 72 hours after the street (if applicable) has received the final surface course. Any painted curb removed or damaged during construction shall be repainted in kind (i.e. red, yellow, green, etc.). The completed pavement markings shall have clean and well-defined edges. The maximum deviation from the designated position of the stripe marking shall not exceed 1/2" in any 100-foot

length of stripe, including gaps. Pavement markings shall conform to the shapes and dimensions of the markings as designated on the State Standard plans. Advance spotting of angle points, end points and other control points shall be performed by the Contractor and be approved by the Engineer. Any damage to the newly placed marking due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost. The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings. Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

84-2.03B(2) Thermoplastic

[Remove the following:].

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal. Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be dry before applying the 2nd coat.

84-2.03B(6) Paint

[Remove the following:].

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal. Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be dry before applying the 2nd coat.

[Add the following:].

Apply painted traffic stripes and/or pavement markings shall be installed with 2 coats of paint. The 1st coat of paint must be dry before applying the 2nd coat.

84-9 EXISTING MARKINGS

84-9.03B Remove Traffic Stripes and Pavement Markings

[Replace in its entirety with the following:].

All striping and pavement markings must be removed to the fullest extent possible from the pavement by wet sandblasting with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations. All pavement markers to be removed shall be removed without damaging the pavement. Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately. Traffic stripes and markings shall be removed before any change is made in the traffic pattern and before painting new stripes and markings. Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. After removal of existing markers and striping, temporary markers and striping must immediately be in place until such time where the final markers and striping can be placed.

[Add the following section:].

84-9.03B(1) TEMPORARY STRIPING, SIGNING, RAISED PAVEMENT MARKERS

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping. Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic. The contractor shall provide temporary delineation as depicted in the TCP and as directed and approved by the Engineer. Temporary delineation shall include wet nozzle sandblasting of conflicting markings, installation and removal of temporary centerlines or lane lines, detour signing, barricading, replacement of traffic lines, and markings in their proper locations upon termination of the detour phase.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the ENGINEER for approval prior to placement. At no time shall the street be open to traffic without delineation to separate opposing traffic. The Contractor shall provide temporary travel lane delineation, as required, at all times. Temporary delineation type shall be at the inspector's discretion. Any locations yielding a situation that is not considered driveable by the Engineer shall be resolved by the Contractor at the direction of the Engineer. The Contractor shall not be paid for such corrective action and shall be charged for the costs incurred by the City for corrective action. Contractor shall provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line, which is obliterated by construction for a distance longer than 10 feet. The Contractor shall furnish and install traffic delineation using paint "cat tracking," temporary marking tape, temporary flexible reflective markers, or other approved media immediately as existing stripes are removed, including bicycle lanes, in existing locations or as shown on striping sketch.

314-5 Measurement and Payment

Bid Item No. 55: Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)

Measurement and Payment for "Install Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPM)" shall be included in the Contract price bid per **Lump Sum (LS)** and shall include full compensation for removal of existing striping, legends, markings, and RPM's; placement of all temporary striping, placement of all permanent striping, signage, pavement legends, RPM's, and K 71 Posts pursuant to the Plans and these Special Provisions and Caltrans Standard Specifications and Plans; and furnishing all materials, services, tools, labor, equipment and incidentals as necessary to perform all the work involved and required and no additional compensation will be allowed.

EXHIBIT D

BONDS

FAITHFUL PERFORMANCE BOND _____
PUBLIC WORK

(The premium charge on this bond is \$ 14,432.00, being at the rate of \$ 7.83 per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated November 17th, 2020, which is hereby incorporated by reference herein, with GMC Engineering, Inc.

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

Merrimac Way Bicycle Facility Improvements - Project 20-01

_____ ; and
WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, We the Principal, and Western Surety Company a corporation organized and existing under the laws of the State of South Dakota and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of One Million Eight Hundred Forty Four Thousand 00/100's Dollars (\$ 1,844,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, condition and agreements in the said contract and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 7th day of December, 2020

GMC Engineering, Inc.
Gornady Chizhik
Authorized Signature/Title
Western Surety Company
David B. Sandiford
David B. Sandiford - Attorney-in-Fact

*Gornady Chizhik
President*

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Sandiford, Individually

of Arcadia, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Orange)

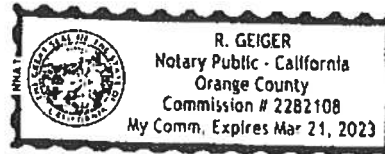
On December 7th, 2020 before me, Rosemarie Geiger
(Here insert name and title of the officer)

personally appeared David B. Sandiford
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.

R. Geiger
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

Nº 3472

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the laws of SOUTH DAKOTA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day of MARCH, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21ST day of MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner

[Signature]
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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 12/08/2020 before me, Megan Featherston, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gennady Chizhik
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 Megan Featherston
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: _____
Document Date: _____ Number of Pages _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Bond No. 30100342

Premium: Included

**LABOR AND MATERIALS PAYMENT BOND
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to GMC Engineering, Inc., hereinafter designated as the "Principal", a contract for the project known as: Merrimac Way Bicycle Facility Improvements Project: 20-01 in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and Western Surety Company, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of One Million Eight Hundred Forty Four Thousand and 00/100's Dollars (\$1,844,000.00) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 7th day of December, 2020.

GMC Engineering, Inc.
Name of Contractor (Principal)

Western Surety Company
Name of Surety

151 N. Franklin St., Chicago, IL 60606
Address of Surety

Gennady Chizhik
Authorized Signature/Title
Gennady Chizhik
President

David B. Sandiford
Authorized Agent Signature
David B. Sandiford - Attorney-in-Fact
Print Name and Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Sandiford, Individually

of Arcadia, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2020



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undcrtakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Orange }

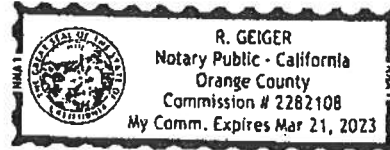
On December 7th, 2020 before me, Rosemarie Geiger
(Mark insert name and title of (P)A officer)

personally appeared David B. Sandiford
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.

R. Geiger
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

Nº 3472

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day
of MARCH, 1975, I have hereunto set
my hand and caused my official seal to be affixed this 21ST
day of MARCH, 1975.

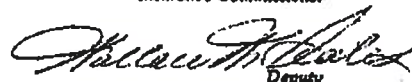
Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner


Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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 12/08/2020 before me, Megan Featherston, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gennady Chizhik
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 M Featherston
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT E
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.

