

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

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated January 19, 2021 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and BLACK ROCK CONSTRUCTION COMPANY, a California corporation ("CONTRACTOR").

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

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The work consists of the rehabilitation of six (6) City alleys, including Alleys Nos. 6, 13, 55, 60, 105 and 114, in accordance with the specifications. The Work includes, but is not limited to, mobilization; clearing and grubbing; sawcutting and removing existing alley sections and constructing six inch (6") thick Portland Cement Concrete ("PCC") pavement sections; sawcutting and removing existing slot paving and constructing Asphalt Concrete ("AC") slot paving; sawcutting and removing existing sidewalk sections and constructing new PCC sidewalk sections; sawcutting and removing existing curbs and gutters and constructing new curbs and gutters; sawcutting and removing existing alley intersections and constructing six-inch (6") PCC alley intersection/commercial driveway; adjusting existing utilities to grade; adjusting sewer manhole to grade; all work outlined in the specifications; and all other work necessary to complete the work in accordance with the specifications and Contract Documents (the "Work").

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

The Project is known as Rehabilitation of Alley Nos. 13, 55, 60, 105, and 114, City Project No. 20-20.

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, complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions (Exhibit B);
- (d) Any 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 Arash Rahimian, 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. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Nine Hundred Seventy-Six Thousand Dollars (\$976,000.00).

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 has 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.

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.

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 March 8, 2021, unless a later date is agreed upon in writing by the parties. The Work shall be completed within ninety-five (95) working days from March 8, 2021 or the first day of commencement of the Work, whichever occurs first.

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 Five Hundred Dollars (\$1,500.00) as liquidated damages for each calendar 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. 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/or 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.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this Paragraph 21 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.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies;
- (4) Policies shall "follow form" to underlying primary policies; and
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
- (ii) 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."
- (iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Deductible or Self-Insured Retention. 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.

(f) 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 City's Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor

in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also 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.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

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

24. DRUG-FREE WORKPLACE POLICY.

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

25. NON-DISCRIMINATION.

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

26. 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.

27. 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: Arash Rahimian

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

Black Rock Construction Company
929 Mariner St.
Brea, CA 92821
Attn: Bill Goshen

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

Philadelphia Indemnity Insurance Company
818 West Seventh Street, Suite 930
Los Angeles, CA 90017
Attn: Vivian Imperial

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. ASSIGNABILITY.

This Agreement may not be 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 transfer or assignment, or attempted 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.

34. 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.

35. 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.

36. 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.

37. 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.

[Signatures appear on following page.]

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

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

Date: 2/22/21

CONTRACTOR

Traci Goshen

Traci Goshen
President

Date: 2-3-21

William Goshen Sr.

William Goshen Sr.
Vice President

Date: 2-3-21

ATTEST:

Brenda Green

Brenda Green
City Clerk



Date: 2-23-2021

APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 2/19/2021

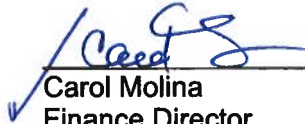
APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang
Risk Management

Date: 2/11/21

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

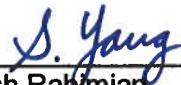
Date: February 11, 2021

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 2-16-2021

for 

Arash Rahmian
Project Manager

Date: 2/9/2021

EXHIBIT A
CONTRACTOR'S BID

**PROPOSAL
FOR
REHABILITATION OF ALLEY
NOS. 13, 55, 60, 105, AND 114
CITY PROJECT NO. 20-20**

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

In compliance with the NOTICE INVITING BIDS FOR THE **REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, AND 114, CITY PROJECT NO. 20-20**, 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 THE DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SEVENTY (85) 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 SCHEDULE
(CONTINUED)**

NOTE:

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.

**PROPOSAL SCHEDULE
REHABILITATION OF
ALLEY NOS. 13, 55, 60, 105, AND 114
CITY PROJECT NO. 20-20**

Item	Description	Approx. Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS	\$ <u>39,275</u>	\$ <u>39,275</u>
2	Clearing and Grubbing	1	LS	\$ <u>8,000</u>	\$ <u>8,000</u>
3	Sawcut & Remove Existing Alley Section & Construct 6" thick P.C.C. with Buckeye UltraFiber 500 over Compacted Native	95,000	SF	\$ <u>7.50</u>	\$ <u>712,500</u>
4	Sawcut & Remove Existing and Construct A.C. Slot Paving Over Compacted Native	39	TON	\$ <u>325.00</u>	\$ <u>12,675</u>
5	Sawcut & Remove Existing and Construct Concrete Sidewalk (4"PCC/4"CMB)	100	SF	\$ <u>10.00</u>	\$ <u>1,000</u>
6	Sawcut & Remove Existing and Construct Concrete Curb & Gutter (6-8"CF Over 6" CMB)	80	LF	\$ <u>45.00</u>	\$ <u>3,600</u>
7	Sawcut & Remove Existing and Construct 6" PCC Alley Intersection/Commercial Driveway, Over 6" CMB	600	SF	\$ <u>12.00</u>	\$ <u>7,200</u>
8	Crushed Miscellaneous Base (CMB)	50	CY	\$ <u>40.00</u>	\$ <u>2,000</u>
9	Adjust Communication Utility Box to Grade	12	EA	\$ <u>350.00</u>	\$ <u>4,200</u>
10	Adjust Water Valve/ Water Meter/ Utility Box to Grade	37	EA	\$ <u>100.00</u>	\$ <u>3,700</u>
11	Adjust Sewer Manhole to Grade	9	EA	\$ <u>400.00</u>	\$ <u>3,600</u>
12	Root Barrier	5	LF	\$ <u>50.00</u>	\$ <u>250</u>
13	Signage	1	EA	\$ <u>500.00</u>	\$ <u>500</u>
14	Traffic Control & Staging	1	LS	\$ <u>3500.00</u>	\$ <u>3,500</u>
15	Striping	1	LS	\$ <u>2000.00</u>	\$ <u>2,000</u>
16	Additional Work Items	1	FA	\$ 60,000	\$ 60,000
Base Bid:		\$ <u>864,000</u>			


Bidder's Initials

ADDITIVE BID ITEM

Additive Bid Items: The award of the following additive bid item shall be separate from the preceding base bid, and shall be authorized exclusively at the direction of the City based on fees submitted and budget availability. The City reserves the right to exclude the additive bid items for inclusion in the project. **The contract award shall be solely based on the lowest base bid.** Should the City authorize the additive bid items, the amount of the contract award shall be specified as the cumulative total of the base bid and the additive bid items.

**REHABILITATION OF
ALLEY NO. 6
CITY PROJECT NO. 20-20**

Item	Description	Approx. Quantity	Unit	Unit Price	Total Amount
2	Clearing and Grubbing	1	LS	\$ <u>2,600</u>	\$ <u>2,000</u>
3	Sawcut & Remove Existing Alley Section & Construct 6" thick P.C.C. with Buckeye UltraFiber 500 over Compacted Native	12,810	SF	\$ <u>8.00</u>	\$ <u>102,480</u>
4	Sawcut & Remove Existing and Construct A.C. Slot Paving Over Compacted Native	8	TON	\$ <u>400</u>	\$ <u>3,200</u>
5	Sawcut & Remove Existing and Construct Concrete Sidewalk (4"PCC/4"CMB)	80	SF	\$ <u>12.00</u>	\$ <u>960</u>
7	Sawcut & Remove Existing and Construct 6" PCC Alley Intersection/Commercial Driveway, Over 6" CMB	100	SF	\$ <u>15.00</u>	\$ <u>15.00</u>
16	Traffic Control	1	LS	\$ <u>1860</u>	\$ <u>1860</u>
Subtotal Additive Bid				\$ <u>112,000</u>	


Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Base Bid Amount (in written words) eight hundred sixty four
thousand (\$ 864,000)
in figures

Contractor's Lawful Name: Black Rock Const.

Bidder's Name: Bill Goshen Sr. Bidder's Initials: BG

Contractor's License No. 943308 Expiration: 2-28-22

Contractor's Taxpayer I.D. Number: 27-1397979

Signature: [Signature] Date: 11-16-20

Contractor's Address: 929 Mariner St.
Brea, Ca. 92821

Telephone Number: (714) 412-3106
Area Code

Fax Number: ()
Area Code

24-Hour Emergency Contacts:

Bill Goshen Sr.
Name

Telephone No.: (714) 412-3106
Area Code

James Williams
Name

Telephone No.: (909) 908-5150
Area Code

Freddy Mejia
Name

Telephone No.: (714) 264-6511
Area Code

BG
Bidder's Initials

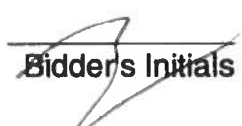
**PROPOSAL SCHEDULE
(CONTINUED)**

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 eighty six thousand four hundred (\$ 86,400) 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 by:

Black Rock Const.
 Contractor's Business Name
929 Mariner St.
 Business Address: Street
Brea CA 92821
 City State Zip
(714) 412-3106
 Business Phone Number
Bill Goshen Sr. U.P.
 Name Title
Brea CA 92821
 City State Zip

Black Rock Const.
 Contractor
Bill Goshen Sr. U.P.
 Title
 By 943308 Title ALB
 Contractor's License No. and Classification
11-16-20
 Date
282 N. St. C12345
 Residence: Street
(714) 412-3106
 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: 27-1397575

Name Bill Goshen Sr.
 Name Traci Goshen
 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:

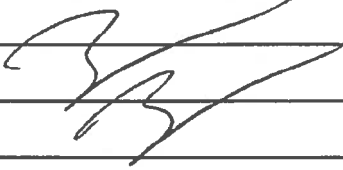
NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Traci Goshen Pres, Treas
Bill Goshen Sr. U.P. Sec

282 N. St. C12345
Brea, CA 92821

Bill Goshen Sr.
Bidder's Initials

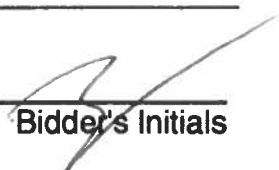
Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
# 1	11-4-20	
# 2	11-9-20	

CONSTRUCTION PROJECT REFERENCES

In order to fully evaluate your firm's background and experience for the project herein proposed, it is required that you submit a list of 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>Project Name</u>	<u>Awarding Agency</u>	<u>Contract Value</u>	<u>Date Project Completed</u>	<u>Agency's Representative Name, Title, And Phone Number</u>
Alley improv.	Costa Mesa	1,000,000	12-15-19	City of Costa Mesa
Palmer Pool	Lake Elsinore	450,000	12-30-19	City of Lake Elsinore
SW Improvements	Lake Blaine	\$70,000	4-30-20	City of Lake Blaine


Bidder's Initials



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE CITY ENGINEER

DATE: November 04, 2020

TO: ALL PROSPECTIVE BIDDERS

ADDENDUM NO. 1 – ALLEY REHABILITATION PROJECT (ALLEYS 13, 55, 60, 105, 114) CITY PROJECT NO. 20-20

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 fax a copy of this sheet to (714) 754-5028. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Bill Gisher

Company: Black Rock Const.

All bidders shall register with CIPList.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPList.com 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:

BID OPENING DATE: NO CHANGE

BID OPENING PLACE: NO CHANGE

REVISIONS TO PROPOSAL AND BID ITEMS:

The proposal has been revised to include **ALLEY No. 6 AS AN ADDITIVE ITEM.**

Contractors shall utilize revised proposal pages P-1a (rev) and P-1b when submitting their bid. (see attached Proposal pages)

Sine Alley No. 6 is an additive item The contract award shall be solely based on the lowest base bid.

REVISIONS TO PLANS:

The drawings for the proposed work have been added as indicated "Exhibit A (Rev)" to include the drawing of Alley #6 (see attachment).

"AS-BUILT" plans have been added as indicated "Alley No. 6 AS-BUILT" (see attachment).

It is the bidder's responsibility to include any changes to the bid amount.

REVISIONS TO SPECIFICATIONS:

In addition to Alley No. 6 as an additive bid item, the following revisions have been made to the specifications:



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE CITY ENGINEER

DATE: November 09, 2020

TO: ALL PROSPECTIVE BIDDERS

ADDENDUM NO. 2 – ALLEY REHABILITATION PROJECT (ALLEYS 13, 55, 60, 105, 114) CITY PROJECT NO. 20-20

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 fax a copy of this sheet to (714) 754-5028. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: *J. B. Esler*

Company: *Black Rock Const.*

All bidders shall register with CIPList.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPList.com 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:

BID OPENING DATE: NO CHANGE

BID OPENING PLACE: NO CHANGE

- **Responses to “Requests for Information” (RFIs) from prospective bidders:**

Question No. 1: Please advise if the City of Costa Mesa will be providing a project staging area for Contractor’s use. If yes, please provide proposed location & approximate dimensions for fencing needs.

Answer to No. 1: The city will not be providing a staging area. It is the contractor’s responsibility to find a staging area for equipment and material storage.

Question No. 2: Please advise whether manhole adjustments are to be performed by SCE, or by Contractor. Specification is unclear with regard to performance responsibility.

Answer to No. 2: the contractor is responsible for coordinating with respective utility agencies to ensure the manholes meet final grade.

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders and should it be necessary to request clarification on these matters, please contact Arash Rahimian at (714) 754-5096 and Bobby Fouladi at (714) 754-5222.

Please acknowledge receipt of all addenda on the Proposal Page “P-4.”

Sincerely,

Bobby Fouladi
Associate Engineer

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government 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 \$10,000, whichever is greater, and shall further set forth the portion of the work which will be done by each such subcontractor. 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 shall be deemed to have agreed to perform such portion himself, and he 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.

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
		<i>N/A</i>	


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 contractors, 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 the overall annual goal DBE goal setting process. 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, Project Administration 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: Black Rock Const Phone: (714) 412-3106

Address: 929 Mariner St. Fax: _____
Brea, Ca. 92821

Contact Person: Bill Gusher Sr. No. of years in business: 10

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

Type of work/services/materials provided by firm? Demo, Asphalt, Concrete

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 (DBEs and non-DBEs information).

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, Black Rock Construction Company as principals, and Philadelphia Indemnity Insurance Company 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 Ten Percent of the Bid Amount (\$ 10% of Bid) 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, Black Rock Construction Company if accepted by the City of Costa Mesa, and if the above bounden, Black Rock Construction Company, 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, Black Rock Construction Company, 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 20 day of October, 2020.

Black Rock Construction Company

Philadelphia Indemnity Insurance Company

Bill Goshen, Jr., Vice President

Shane Wolf, Attorney-in-Fact

CONTRACTOR / PRINCIPAL
(NOTARY ACKNOWLEDGEMENT TO BE ATTACHED)

SURETY/ POWER OF ATTORNEY
(NOTARY ACKNOWLEDGEMENT TO BE ATTACHED)

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 OCT 20 2020 before me, Beata A. Sensi, Notary Public,
(Here insert name and title of the officer)

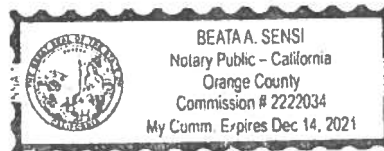
personally appeared Bill Goshen, Jr.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~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

Beata A. Sensi
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

Black Rock Construction Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 10-20-20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Vice President
(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.

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 October 20, 2020 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

Philadelphia Indemnity Insurance Co.

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/20/20

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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Todd M. Rohm, Shane Wolf, Cheryl L. Thomas and Beata A. Seasi of Rohm Insurance Agency**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

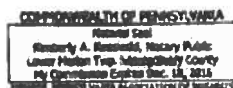
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed



Notary Public: _____
residing at Bala Cynwyd, PA
My commission expires: December 18, 2016

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of OCTOBER, 2013

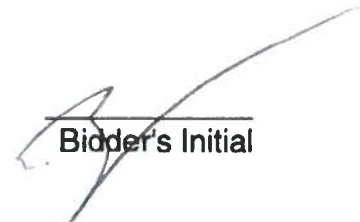


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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 Initial

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.

Black Rock Construction Company
CONTRACTOR FIRM NAME

Bill Goshen, Jr.
NAME OF PRINCIPAL

Vice President
TITLE


SIGNATURE

Subscribed and sworn to before me by:

Beata A. Sensi

This 20 day of October, 2020.

My Commission Expires: 12/14/2021

See Attached CA All-Purpose Acknowledgment

Notary Public


Bidders Initials

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 }

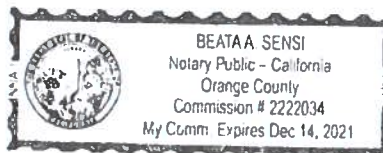
On OCT 20 2020 before me, Beata A. Sensi, Notary Public
(Here insert name and title of the officer)

personally appeared Bill Goshen, Jr.
 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.

Beata A. Sensi
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion
(Title or description of attached document)
Black Rock Construction Company
(Title or description of attached document continued)
 Number of Pages 1 Document Date 10-20-20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Vice President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
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- Securely attach this document to the signed document with a staple.

**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: 11-16-20

CONTRACTOR

Black Rock Const.


Company Name

PROJECT: REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, AND 114,
CITY PROJECT NO. 20-20


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

EXHIBIT B
BID PACKAGE

**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA**

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

FOR

**REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
CITY PROJECT NO. 20-20**

Prepared Under the Direction of:



**Baltazar Mejia, P.E.
City Engineer**

Copy No. _____

Checked by _____

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**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING SEALED BIDS**

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids for furnishing all labor, materials, equipment, transportation and such other facilities as may be required for:

REHABILITATION OF ALLEY NO'S, 13, 55, 60,105,114 CITY PROJECT #20-20

1. **BID OPENING**: Sealed bids will be received by the City of Costa Mesa (City) at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, before a submittal deadline of **10:00 A.M., Monday, November 16, 2020**. All proposals shall be submitted electronically via *PlanetBids* and is explained below in Section 3 – BID DOCUMENTS AND VENDOR REGISTRATION. 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 shall be rejected. It shall be the sole responsibility of the Bidder to see that its bid is received in proper time.

The bid opening will be conducted shortly after **10:00 A.M., Monday, November 16, 2020** by the City Clerk. Upon opening all the valid submitted bids, and verifying their contents, the City Clerk's office will contact each bidder via email and distribute the results and summary of the bid opening.

2. **BID CONTENTS**: All bids must be submitted on the proposal form included in the bid packet. 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. Each bid must be submitted in a sealed envelope addressed to the City Clerk with the Project Name, Project Number, and name of the bidder typed or clearly printed on the envelope. The sealed envelope shall not contain other distinguishing marks.
3. **BID DOCUMENTS AND VENDOR REGISTRATION**: In order to ensure open interactions with potential vendors and to conduct a fair, transparent and competitive procurement process, the City of Costa Mesa is facilitating an online vendor registration system through *PlanetBids*.

By registering as a vendor to the City, potential vendors will be automatically notified via email of the City's Request for Estimate (RFE), Request for Bid (RFB), Request for Qualifications (RFQ) and Request for Proposal (RFP) solicitations. While these solicitations have always been posted on the City's website, the *PlanetBids*' system will enable vendors to be more connected to these opportunities as they arise. This proactive approach will eliminate the obligation of vendors to constantly check the City's website for bid or proposal opportunities.

The *PlanetBids*' system can also be used to view bid and proposal award results and history. Registration on *PlanetBids* is free of charge and there is never any charge to be notified of bid and proposal opportunities from the City of Costa Mesa or to view award history.

Proposals and Cost Files are due by the Due Date in electronic format ONLY to the Project Manager via the City of Costa Mesa PlanetBids Portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

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

Please note that proposals and cost files must be submitted electronically as separate documents. 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 problem or interruption. It is the responsibility of the Proposer to ensure that their Proposal is received before the stated deadline.

It is the responsibility of the Proposer to ensure that his or her Proposal is received before the stated deadline.

4. **BID SECURITY**: Each bid must be submitted with 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. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.
5. **CONTRACTOR'S LICENSE**: A valid **California Contractor's License Class "A" (General Engineering Contractor)** 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.
6. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**: Pursuant to California 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 Section 1725.5.
7. **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 workers 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 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 the Public Services Department of the City of Costa Mesa 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 at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the Director'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 Department of Industrial Relations.

8. **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.
9. **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.
10. **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 upon award of the Contract.
11. **RETENTION**: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as the escrow agent, and City shall then pay such moneys to the Contractor. Refer to the Sample Contract for further clarification.
12. **ADDITIONAL REQUIREMENTS**: This Project is subject to local, State, and Federal regulations and requirements, as detailed in the bid packet and contract documents.

Brenda Green, City Clerk
City of Costa Mesa
Dated: October 15, 2020

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City requires that bids be submitted on the proposal form attached 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 in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. 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 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:** Each bid shall be accompanied by either 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. 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 shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) days after a written Notice of Intent to Award Contract is deposited in the mail.
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:** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
6. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction, in ink, the initials, and/or surname or surnames of the person or persons signing the bid.
7. **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.

8. 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.
9. 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 required number of executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance is two. 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.
10. INTERPRETATION OF PLANS AND DOCUMENTS: If any person 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, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. 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.
11. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
12. 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, his construction experience, and his organization and plant facilities available for the performance of the contract.
13. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty 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.

14. **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 responsible bidder, or may call for new bids.
15. **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.
16. **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.
17. **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.

**PROPOSAL
FOR
REHABILITATION OF ALLEY
NOS. 13, 55, 60, 105, AND 114
CITY PROJECT NO. 20-20**

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

In compliance with the NOTICE INVITING BIDS FOR THE **REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, AND 114, CITY PROJECT NO. 20-20**, 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 THE DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SEVENTY (85) 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 SCHEDULE
REHABILITATION OF
ALLEY NOS. 13, 55, 60, 105, AND 114
CITY PROJECT NO. 20-20**

Item	Description	Approx. Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS	\$ _____	\$ _____
2	Clearing and Grubbing	1	LS	\$ _____	\$ _____
3	Sawcut & Remove Existing Alley Section & Construct 6" thick P.C.C. with Buckeye UltraFiber 500 over Compacted Native	95,000	SF	\$ _____	\$ _____
4	Sawcut & Remove Existing and Construct A.C. Slot Paving Over Compacted Native	39	TON	\$ _____	\$ _____
5	Sawcut & Remove Existing and Construct Concrete Sidewalk (4"PCC/4"CMB)	100	SF	\$ _____	\$ _____
6	Sawcut & Remove Existing and Construct Concrete Curb & Gutter (6-8"CF Over 6" CMB)	80	LF	\$ _____	\$ _____
7	Sawcut & Remove Existing and Construct 6" PCC Alley Intersection/Commercial Driveway, Over 6" CMB	600	SF	\$ _____	\$ _____
8	Crushed Miscellaneous Base (CMB)	50	CY	\$ _____	\$ _____
9	Adjust Communication Utility Box to Grade	12	EA	\$ _____	\$ _____
10	Adjust Water Valve/ Water Meter/ Utility Box to Grade	37	EA	\$ _____	\$ _____
11	Adjust Sewer Manhole to Grade	9	EA	\$ _____	\$ _____
12	Root Barrier	5	LF	\$ _____	\$ _____
13	Signage	1	EA	\$ _____	\$ _____
14	Traffic Control & Staging	1	LS	\$ _____	\$ _____
15	Striping	1	LS	\$ _____	\$ _____
16	Additional Work Items	1	FA	\$ 60,000	\$ 60,000
Total Bid:				\$ _____	

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

NOTE:

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.

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Base Bid Amount (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: _____

Signature: _____ Date: _____

Contractor's
Address: _____

Telephone Number: (_____)
Area Code

Fax Number: (_____)
Area Code

24-Hour Emergency Contacts:

Name

Telephone No.: (_____)
Area Code

Name

Telephone No.: (_____)
Area Code

Name

Telephone No.: (_____)
Area Code

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 by:

Contractor's Business Name

Business Address: Street

City State Zip

Business Phone Number

Name Title

City State Zip

Contractor Title

By Title

Contractor's License No. and Classification

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 fully evaluate your firm's background and experience for the project herein proposed, it is required that you submit a list of 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>Project Name</u>	<u>Awarding Agency</u>	<u>Contract Value</u>	<u>Date Project Completed</u>	<u>Agency's Representative Name, Title, And Phone Number</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 Government 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 \$10,000, whichever is greater, and shall further set forth the portion of the work which will be done by each such subcontractor. 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 shall be deemed to have agreed to perform such portion himself, and he 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.

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION

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 contractors, 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 the overall annual goal DBE goal setting process. 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, Project Administration 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 (DBEs and non-DBEs information).

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 ACKNOWLEDGEMENT 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 Initial

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: REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, AND 114,
CITY PROJECT NO. 20-20

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

PART 1

A: STANDARD SPECIFICATIONS

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.

Where specified in these specifications, the latest edition of Uniform 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.

B: GENERAL PROVISIONS

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

1-2 DEFINITIONS

- | | |
|------------------------|--|
| (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-9a, 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

2-1.1 AWARD OF CONTRACT

The award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 2-1.2 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 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.

2-1.2 PROCEDURE FOR PROPOSAL SUBMITTAL

Proposal shall be made and submitted on proposal forms P-1 through P-9a 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 subproposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a subproposal 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.

2-1.3 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, he may make a request to the ENGINEER, in writing, for an interpretation or correction thereof. 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 his last address of record. The CITY will not be responsible for any other explanations or interpretations of the contract documents.

2-1.4 RETURN OF BID SECURITY

Any BIDDER may withdraw his 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.

2-1.5 EXECUTION OF AGREEMENT

The agreement shall be signed by the successful BIDDER and returned to the CITY prior to the award of the contract. Failure to comply with insurance and bonding requirements as specified in the agreement and in Section 2-1.1 of the 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.

2-2.1 ASSIGNMENT

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

2-3.1 SUBCONTRACTS: GENERAL

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.

2-4 CONTRACT BONDS

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.

2-5.1 PLANS AND SPECIFICATIONS

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.

BIDDER shall, at his 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.

2-6.1 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or does not meet all of the requirements of the plans and/or specifications 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 forthwith 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.

2-7.1 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.

2-9.1 PERMANENT SURVEY MARKERS

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above requires removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed land surveyor or civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset per City standards after construction and the tie notes submitted to the City on 8½" x 11" loose leaf paper. The Contractor and his sureties shall be liable, at Contractor's expense, for any resurvey required due to his negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

Unless a separate bid item is provided, full compensation for conforming to the requirements of this subsection shall be considered as included in the contract bid price paid for various other items of work, and no additional compensation will be allowed.

2-9.3 SURVEY SERVICE

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.

2-10 AUTHORITY OF BOARD AND ENGINEER

Authority of BOARD and ENGINEER shall conform to Section 3-4 of the Standard Specifications and 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.

2-11.1 INSPECTION COSTS

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.

2-12 SPECIAL NOTICES

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.

3-1.1 CHANGES IN WORK: GENERAL

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

3-3.1 EXTRA WORK: GENERAL

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.

3-4 CHANGED CONDITIONS

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.

4-1.4 TEST OF MATERIALS

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 pay for the initial soil and material tests. Any subsequent soil and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense.

5-1 UTILITIES: LOCATION

Locations of utilities shown on plans are approximate only and are based on a search of available records. 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 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 plan. 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.

5-2 UTILITIES: PROTECTION

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 Section 402-2 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.

5-4 UTILITIES: RELOCATION AND ABANDONMENT

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner, in accordance with Section 402-4 of the Standard Specifications and the standards of each affected utility; and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule his 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
Construction Notices

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
(c) 714-378-3240 (24-hour)

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
(c) 951-543-8523

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
(p) 949-729-7300 (24-hour)

Orange County Sanitation District (OCSD)

Daniel Lee (Planning Division)
PO Box 8127
Fountain Valley, CA 92728
(o) 714-593-7176
(c) 657-266-5804
Email: Dlee@ocsd.com

Costa Mesa Sanitary District (CMSD)

Michael Benesh
234 E. 17th Street, Suite 205,
Costa Mesa, CA 92626
(o) 949-548-1192
(f) 949-548-6516
Email: mlbenesh@robhamers.com

Costa Mesa Sanitation District

Javier Ochiqui
Management Analyst
(949) 645-8400
jochiqui@cmsdca.gov

Costa Mesa Sanitation District

Nabila Guzman
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
(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
(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
(f) 888-496-1244
Email: lew@irwd.com

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

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 (Service Planner – Orange Coast S/C)
Nick Mukanos
(o) 714-895-0210
(c) 714-943-4491
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*

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

So Cal Gas Co
Richard Clendineng
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-3262
(f) 714-634-3101
Email: rclendineng@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.
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.Roman@charter.com

Spectrum Time Warner Cable
Main Number
7142 Chapman Ave
Garden Grove, CA
(o) 714-903-8337 (disconnected)
(c) 714-709-3390
(f) 714-903-8260

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 Svcs
Intermedia Communications, Inc
XO Communications

Charter Communications

Don Simons
Construction Manager - Zone 8
7142 Chapman Ave
Garden Grove, CA 92841
714-591-4871
don.simons@charter.com

Charter Communications

Utility Research Requests
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
matt.bergine@verizon.com
XO Communications Swichboard
703-547-2000

Kinder Morgan

Jordan Neuner
(o) (310) 628-4350
[Email: Jordan_neuner@kindermorgan.com](mailto:Jordan_neuner@kindermorgan.com)
Karly Payne, Administrative Assistant
(o) (714) 560-4604
[Email: karly_payne@kindermorgan.com](mailto:karly_payne@kindermorgan.com)

OCTA – Stops & Zones

Kyle Poff
550 S Main St
Orange, CA 92863
(o) 714-560-5883
(f) 714-560-5880
[Email: kpoff@octa.net](mailto: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](mailto:vgarza@nmusd.us)

Newport-Mesa Unified School District

Tim Marsh, Administrative Director, Facilities Support
Svc.

(o) 714- 424-7527
[Email: tmarsh@nmusd.us](mailto:tmarsh@nmusd.us)

Newport-Mesa Unified School District

Mary Gray
[Email: mgray@nmusd.us](mailto:mgray@nmusd.us)

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.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Prior to the commencement of construction, arrangements will be made for a meeting between the Contractor and the ENGINEER. The purpose of this meeting is to organize the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. At this meeting the Contractor will be required to submit, for approval by the ENGINEER, a complete work schedule showing the number of working days required to complete the entire project.

6-1.1 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.

6-4.3 NOTICE OF TERMINATION FOR DEFAULT

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 will take action as allowed by the contract documents.

6-4.4 RESPONSIBILITIES OF SURETY

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.

6-8.3 WARRANTY

The warranty period shall start on the date the work was accepted by the Board.

6-9 LIQUIDATED DAMAGES

The amount of liquidated damages shall be as delineated in the Special Provisions and contract agreement.

6-10 OCCUPANCY

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.

7-2.3 PREVAILING WAGE RATES

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.

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.

7-2.4 APPRENTICES

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 him. The Contractor and any subcontractor under him 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.

7-3 LIABILITY INSURANCE

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 7-3 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."

7-5 PERMITS, LICENSES and COMPLIANCE with SOLID WASTE HAULING

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.

The Contractor will be responsible for complying with the City of Costa Mesa Municipal Code Section 8-77 requiring the use of a City-permitted hauler for all work performed under this project. Non-compliance with this requirement shall be subject to an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater. A Construction Project Debris/Solid Waste Hauling Compliance Agreement must be submitted by the Contractor to the CITY on a CITY-approved form prior to the release of retention monies.

7-6 THE CONTRACTOR'S REPRESENTATIVE

Contractor shall also file with the ENGINEER the addresses and telephone numbers where he or his 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.

7-8.1 CLEAN-UP AND DUST CONTROL

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.

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

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.

7-8.5 TEMPORARY LIGHT, POWER AND WATER

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

7-8.7.1 DRAINAGE CONTROL: RESPONSIBILITIES

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.

7-8.7.2 DRAINAGE CONTROL: EXCAVATION DEWATERING REQUIREMENTS

Unless otherwise directed in these specifications, 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.

7-10 PUBLIC CONVENIENCE AND SAFETY

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 to the provision of the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

7-10.1 TRAFFIC AND ACCESS

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.

7-10.3 HAUL ROUTES

The Contractor shall submit to the Engineer for approval the proposed haul routes for the project at least 5 working days to performing the work

7-10.5.3 STEEL PLATE COVERS

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 will be utilized for the driving or walking surface.

When utilizing steel plates in a street where speeds are more than 35mph the plates shall be recessed with the top of plate set flush to the finish grade of the street.

Where speeds are less than 35mph, at a minimum, the plates shall be pinned in place and a cold asphalt mix should be used to feather the edges of the plate to form a wedged taper to cover the edges of the steel plate. Other alternative methods to accomplish this will be considered for approval.

All steel plates shall be properly marked with the name of the Contractor and after-hours contact phone number in the event the plates need to be secured.

It is the responsibility of the Contractor to monitor and inspect all active plate(s) or unattended plate(s) location(s), and where necessary take appropriate measures to protect the public safety until work is completed.

- Steel plates must be able to withstand H-20 traffic loading without any movement.
- Steel plates shall be fabricated to meet ASTM A36 steel requirements.
- When two or more of plates are used, the plates shall be tack welded together at each corner to reduce or eliminate vertical movement. Alternative methods to accomplish this, such as metal connectors, will be considered for approval on case by case basis.
- Steel plates shall be installed to resist bending, vibrations, etc., under traffic loads and shall be anchored securely to prevent movement. If these conditions are not met, the Contractor will be required to backfill and pave the excavation daily, or use alternative methods such as "Plate Locks" which are designed to secure the plates with minimum noise and vibration.
- All steel plates within the right-of-way, whether used in or out of the traveled way, shall be without deformation. The plated surface must not deviate more than 1/4 inch when measured with a 10-foot straight edge along the length of the plate.

In the event of improper installation of the steel plates that presents a nuisance or a public safety problem, the Contractor shall respond to all excavation restoration requests by the City immediately upon notification. Non-responses will result in the required restoration work being done by the City, with all expenses to be paid by the Contractor.

- Steel plates must extend a minimum of 13-inches beyond the edges of the excavation.
- Before steel plates are installed, the excavation shall be adequately shored to support the bridging and traffic loads.
- Wedges or other non-asphaltic devices shall be used for leveling as required to eliminate rocking of the plates. Compacted temporary asphalt shall be used to fill all gaps between the plates and existing pavement surfaces.

7-13 LAWS TO BE OBSERVED

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.

9-3.1.1 PAYMENT GENERAL

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.

9-3.2 PARTIAL AND FINAL PAYMENT

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

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.

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 agency. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

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.

9-3.2.1 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 cause applies to both DBE and non-DBE prime contractors and subcontractors.

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

9-3.2.2 PROMPT PAY MONITORING AND 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.

9-3.3 DELIVERED MATERIALS

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

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.

Part 2

SPECIAL PROVISIONS

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 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.

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.

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 as shown on the Drawings and in the contract documents, 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 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.

Section 2-6 Work to be done

Contractor is responsible for visiting the locations of all proposed construction and being aware of the existing site conditions, obstructions, and dimensions.

The work to be performed consists of the construction of complete work related to sawcut, removal, and construction of several Alleys at various locations. The preceding shall include furnishing all labor, materials, tools, equipment, and incidentals necessary to perform and to complete the work to the satisfaction of the Engineer.

Contractor is responsible for layout of the limits of removal and replacement. Layout of the limits shall be verified, confirmed, and subject to change by City Inspector/ Engineer.

Section 3-3.2.2 (a) Labor Surcharge

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 15 percent for regular time and overtime.

Section 3-3.2.3 Markup

- a. **Work by Contractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be as follows:

Equipment and Material: 15%

Labor: 20%

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

- b. **Work by subcontractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be the same as the ones allowed in 3-2.2.3(a). The allowance for the Contractor's overhead and profit to be added to the sum of the Subcontractor's costs and markup shall be 5%.

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

Section 5-1 Utility Location

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 work, the Contractor shall carefully excavate and determine precise locations and depths of all utility service lines, utility mainlines, irrigation systems and electrical systems, within the project site which may affect or be affected by the Contractor's operations. The Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. The Contractor shall remove any abandoned underground utility lines encountered during construction. The Contractor shall be responsible for any damage to existing utilities.

Section 6-1 Construction Schedule and Commencement of Work

The Contractor shall prepare and submit to the Engineer a written schedule of his work operations for the proposed project. The schedule shall be submitted for approval at the pre-construction conference. The Contractor's designated project superintendent shall be present at the pre-construction meeting.

Construction adjacent to commercial properties may require multiple stages of construction to allow uninterrupted business to continue. Contractor is responsible for developing a schedule and coordinating with property owners to allow for uninterrupted business. When approved by the City, construction work to maintain uninterrupted business hours may include night or weekend work at no additional cost to the City.

Section 6-7 - Time of Completion

The Contractor shall begin work on the project within ten (10) working days after the contract has been awarded by the City Council. Said work shall be diligently prosecuted to completion before the expiration of **EIGHTY-FIVE (85) WORKING DAYS PLUS AN ADDITIONAL TEN (10) WORKING DAYS FOR EACH ADDITIVE BID ITEM AWARDED** beginning on the 10th working day after the award of the contract or the first day of commencement of the work, whichever occurs first.

Section 6-9 – Liquidated Damages

The Contractor shall pay to the City of Costa Mesa the sum of \$1500.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above.

Section 7-8 - Water Pollution Control (SWPPP)

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.

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, 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 and submit the completed NOI to the resident engineer for signature and submittal by the City to the Regional Board. Contractor shall also complete the Notice of Termination (NOT) and submit the completed form to the resident engineer for filing by the City with the Regional Board.

A copy of the latest permit is available at:

[http://www.swrcb.ca.gov/stormwtr/genconst.html#const permit.](http://www.swrcb.ca.gov/stormwtr/genconst.html#const%20permit)

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

Storm Water Prevention Plan (SWPPP)

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 monitoring, sampling, post construction BMPs and other requirements of the SWPPP. The Contractor must prepare the SWPPP using the City template available on the City's website. Project post construction BMPs can be obtained from the resident engineer for use in completing the SWPPP.

The completed SWPPP must be signed by a person trained in SWPPP preparation and the training that qualifies them is identified in the SWPPP. The completed SWPPP must be submitted to the resident engineer for City review and approval. 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 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.

Section 7-13 Laws to be observed

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.

Section 9-1.2.1 Weight Ticket Requirements for Payment

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.

Section 9-3.3 Delivered Materials

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.

Section 9-3-2.1 Record Documents: Requirements for Partial and Final Payment

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.

Section 9-3.4.1 Hauling Of Materials

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit (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.

The Contractor shall comply with the solid waste hauling provisions set forth in the City of Costa Mesa Municipal Code Section 8-77. Failure to comply will result in an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater.

Section 9-3.4.2 Water Supply

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.

Section 9-3.4.3 Equipment Requirement

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.

Section 300-1.3 Removal and Disposal of Materials

No burning will be permitted.

Part 3
SPECIAL PROVISIONS

Bid Items/Technical Specifications

A. Bid Items

Each respective bid item as shown on the proposal form shall comply with all respective sections of the most current edition of Standard Specifications for Public Works Construction (GREEN BOOK), its supplements; the State of California, Department of Transportation, Standard Specifications, latest edition, with its latest supplements and revisions; and any other publications as specified. If there is a conflict between these special provisions and the Standard Specifications, these special provisions shall take precedence.

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 that 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.

Bid Item No. 1: Mobilization

Mobilization shall consist of 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 work and operations required for the preparation and implementation of a storm water pollution prevention plan (SWPPP). 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.

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. 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 grate inlets.

Contractor is responsible for visiting the locations of proposed construction prior to bid and being aware of all existing site conditions, obstructions, and dimensions.

The Contractor shall obtain bonds, insurance, and financing for entire project prior to beginning work.

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.

The Contractor will be responsible for complying with the City of Costa Mesa Municipal Code Section 8-77 to use a City permitted hauler for all work performed under this project. Non-compliance with this requirement shall be subject to an Administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater. A Construction Project Debris/Solid Waste Hauling Compliance Agreement must be submitted by the Contractor to the City on the City approved form prior to the release of retention monies.

Payment

Payment for the preceding shall be at the Lump Sum (LS) price bid for "**Mobilization**" and shall be paid based on the percentage of work completed.

Payment for Mobilization shall be considered full compensation for obtaining all bonding, insurance, business licenses and permits, as required for entire project, from all related agencies including but not limited to utility companies, private and public agencies. The compensation shall include the compliance with the requirements specified in those licenses and permits; including furnishing a crew to pothole at the direction of the engineer; payment of all required fees; and incidentals necessary to perform all related items of work. It shall also include all work and operations required for the preparation and implementation of a storm water pollution prevention plan (SWPPP). No additional compensation shall be allowed.

Unless otherwise specified in the General Provisions, payment for Mobilization shall include compliance to and furnishing all equipment set forth in Sections 1 through 8 of the General Provisions.

Bid Item No. 2: Clearing and Grubbing

Clearing and grubbing shall conform to Subsection 300-1 of the GREENBOOK and shall include all clearing and grubbing for the construction of the new improvements, and any clearing and grubbing and removals and/or removal and replacement shown on the plans for which there is no bid item of work.

Clearing and grubbing shall include the removal and disposal of existing concrete, roadway and parkway improvements on private properties and in the street rights-of-way, as shown on the plans, and the regrading and reseeding of grass within the parkway or private properties, if required per the plans. Grass type and topping for reseeding shall be approved by the Engineer prior to any construction. Clearing and grubbing shall include root pruning and root removals as directed by the City.

Root Pruning

Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated by the Engineer. Root pruning cuts adjacent to the sidewalk shall be four inches (4") wide, twelve inches (13") deep, and minimum of eight feet (8') in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four inches wide, eighteen inches (18") deep, and a minimum of eight feet (8') in each direction from the centerline of the tree as measured from the top of the curb or other improvements.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scarping or marking the sidewalk.

After the pruning cut has been completed, the Contractor shall install the appropriate amount of root pruning barrier by Deep Root Corporation, or an approved equal. All cuts shall be backfilled immediately upon completion of root pruning and barrier installation at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.

The Contractor shall be responsible for contacting Underground Service Alert (USA) 1-(800) 422-4133 for locating underground utilities prior to the beginning of the root pruning operation.

Clearing and grubbing shall also include the removal and replacement of existing concrete parkway improvements not covered by separate bid items, removal and replacement of existing

fences and/or guard rails, mailbox relocations, Signs and other man made items necessary for the construction as disclosed on the project plans.

Payment

Payment for all the preceding shall be at the Lump Sum (LS) price bid for “**Clearing and Grubbing**” and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

Bid Item No. 3: Sawcut & Remove Existing Alley Section and Construct 6" Thick P.C.C. with Buckeye UltraFiber 500 over Compacted Native

Contractor shall sawcut and remove existing alley section and construct 6" Portland Cement Concrete (P.C.C.) pavement with Buckeye UltraFiber 500 (ratio per manufacturer recommendation, 1.5 pounds of UltraFiber 500 per cubic yard of concrete) over compacted native per typical alley section details shown on plans, conforming to Section 302-6, 200-2.4, 201-1 and 201-2, of the Standard Specification, with lines and grades to meet existing improvements as shown on the plans or as directed by the Engineer.

Concrete shall be class 650-C-4000.

¼ inch expansion joints shall be placed at 40' intervals and 1/8" x 2" weakened plane joints shall be placed at 10' intervals in both the longitudinal and transverse direction. In addition, new alley sections shall be separated from existing hardscape by ¼ inch expansion joints.

Protection of all shallow utilities is the responsibility of the contractor.

The Contractor is responsible for maintaining flow line and cross section layout to allow positive drainage from/across both existing conditions and newly constructed improvements.

Pavement Limits and dimensions shown on layout plans are for reference only, the Contractor is responsible to layout the pavement limits, survey available slopes and layout flowlines to ensure proper drainage to be reviewed and approved by the Engineer.

Construction adjacent to commercial properties may require multiple stages of construction to allow uninterrupted business to continue. Contractor is responsible for developing a schedule and coordinating with property owners to allow for uninterrupted business. When approved by the City, construction work to maintain uninterrupted business hours may include night or weekend work at no additional cost to the City.

Unclassified excavation shall conform to all applicable sections of the GREENBOOK and these Special Provisions, and shall consist of all subgrade preparation and excavation required to construct the new alley roadway 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 alleys 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 alley roadway structural sections. No additional compensation will be allowed for removal or disposal of any petromat/pavement reinforcing fabric or other materials which may require special handling or disposal.

All existing pavement and driveway joining new construction shall be machine sawcut in a straight line. All existing pavement and driveway removals shall be machine saw cut. Driveway and pavement saw-cuts shall be made so that removal is to the saw-cut line, at a score line, or joint

without additional cracking or breakage beyond the saw-cut line. Where driveways and pavement outside of the right-of-way may become damaged, the damaged section shall be repaired and replaced in kind, and quantified as part of bid item No. 3.

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 Section 400-1 and Section 402 of the Standard Specifications at the Contractor's expense.

Subgrade preparation shall conform to Section 301-1 of the Standard Specifications. 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. Contractor is required to process the material to reduce the moisture content to optimum condition as part of the subgrade preparation cost.

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, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. The performance of this work will be considered in Bid Item No. 9: Crushed Miscellaneous Base (CMB).

Payment

Payment for the preceding requirements shall be per the contract unit price bid per Square Foot (SF) of **“Sawcut & Remove Existing Alley Section and Construct 6” Thick P.C.C. with Buckeye UltraFiber 500 over Compacted Native**” Per Typical Section and shall include sawcut, removal and disposal of existing alley section and miscellaneous improvements, excavation, subgrade preparation, compaction, surveying, layout, P.C.C., Buckeye UltraFiber 500, finishing, and all labor, materials, tools, equipment and incidentals as required to complete the work. No other compensation will be allowed.

Bid Item No. 4: Sawcut & Remove Existing, and Construct AC Slot Pavement Over Compacted Native

Asphalt concrete shall conform to Section 302-5 and 200-2.4 of the latest Standard Specifications.

Asphalt concrete for slot paving shall be Type B PG 64-10 (3/4" sieve size) for 4" base course and Type II-C3 PG-64-10 (1/2" sieve size) for 2" Surface Course.

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 crosswalk with curb ramps (A.D.A. 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 A.C. material.

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

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 Section 400-1 and Section 402 of the Standard Specifications at the Contractor's expense.

Surface Preparation:

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.

Tack Coat:

Tack coat shall be per Section 302-5.4 of the Green Book. Tack coat shall be Grade SS-1H.

Rolling:

Initial or breakdown compaction shall consist of a minimum of three passes 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.

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. No additional compensation shall be allowed.

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.

Unclassified excavation shall conform to all applicable sections of the GREENBOOK and these Special Provisions, and shall consist of all subgrade preparation and excavation required to construct the new slot 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 roadways 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 petromat/pavement reinforcing fabric or other materials, which may require special handling or disposal.**

All existing pavement joining new construction shall be sawcut in a straight line. 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 subgrade preparation shall conform to Section 301-1 of the Green Book, and shall be included in the contract unit price bid.

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.

Payment

Payment for the preceding requirements shall be made at the unit price bid per Ton (TON) for **"Sawcut and Remove Existing and Construct AC Slot Pavement over Compacted Native" - 6" Deep**, and shall be considered full compensation for sawcutting, removal and disposal of existing improvements, unclassified excavation, subgrade preparation, overexcavation, asphalt, compaction, and all labor, tools, equipment, materials and incidentals required to complete the work as specified herein and no additional compensation will be allowed.

Bid Item No. 5: Sawcut & Remove Existing, and Construct Concrete Sidewalk (4" PCC /4" C.M.B.)

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk, which includes new wheelchair ramps including monolithic curb, sidewalk flares around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to Section 303-5 of the Standard Specifications, APWA Standard Drawings and the City of Costa Mesa Standard Drawings Nos. 411, 413, and 413, (and 414 where necessary). Four inches (4") of crushed miscellaneous base (CMB) shall be required under all sidewalks, wheelchair ramps and flares. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements.

Concrete shall be class 520-C-2500. Crushed miscellaneous base material shall be ¾-inch (fine).

If there is asphalt concrete adjoining sidewalk to be reconstructed, a minimum of one-foot (1') of the adjoining pavement shall be removed and replaced with a structural section of 4" AC. The asphalt concrete class and grade shall be Type III-C3-PG64-10 (½" sieve size) for surface course, which is covered in Section 203-6 of Standard Specifications.

Wheelchair ramp construction shall conform to Standard Drawing No. 416, and Cal-Trans Standard Drawing No. RSP A88A adjusted to meet the latest ADA regulations and requirements, and the Contractor shall construct all necessary retaining curb as required. The work shall include the relocation of street signs to a condition equal to or better than existing. It shall also include the construction of the variable height-retaining curb at the back of the curb ramp. The width of the wheel chair access ramp "W" shall be a minimum of five foot wide.

If the location marked by the Engineer consists of removing existing improvements and constructing new concrete sidewalk, the work shall include the removal and disposal of the existing improvements, clearing and grubbing (including tree roots to a depth of 6" below subgrade), excavation, compaction, and furnishing and placing 4" of CMB.

If the location marked by the Engineer consists of removing existing landscaping and dirt improvements and constructing new concrete sidewalk, the work shall include the removal and disposal of the existing improvements, clearing and grubbing (including tree roots to a depth of 6" below subgrade), excavation, compaction, furnishing and placing 4" of CMB, and regrading the area next to the newly constructed sidewalk to join existing at 1:6 grade.

The Contractor shall protect all existing drainage pipes, bus benches, bus shelters and other structures and other existing improvements not designated to be removed in-place and intact.

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). The Contractor shall provide a new post in case the existing one cannot be saved and the Engineer in the field will determine that. Also, the Contractor shall relocate any street signs, which interfere, or conflict with construction. 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 attached Detail Drawings included in the contract document.

Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 and 402 of the Standard Specifications. During construction, the Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust them to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sized to match existing but no less than ½" schedule 40, PVC pipe to tie into existing pipes, new sprinkler heads equal to or better than existing, and all appurtenances. All work shall conform to Sections 800-2 and 801-5 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.

At the time that the work is started at each location, the Contractor shall cut interfering portions of existing irrigation lines and cap all ends for future reconnection. 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 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.

As determined in the field by the Engineer, 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.

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 at no cost to the City shall replace any damaged and dead grass or landscaping beyond construction limits resulting from Contractor's operation or insufficient water supplies.

The Contractor shall furnish and place Modified Class "A" Topsoil and new sod or seed in accordance with Section 800-1 and Section 801-5 of the Standard Specifications for parkways and behind the right-of-way areas.

The Modified Class "A" Topsoil shall consist of 80% content of Class "A" Topsoil per the Standard Specifications and 20% content of processed wood product of type "1" organic soil amendment per the Standard Specifications.

The Contractor shall place new sod or seed to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations.

The Contractor shall also place new sod or seed for filled and regraded areas. The Contractor may be directed by the Engineer to sod or seed other areas as necessary in conformance with these Specifications.

At certain addresses, the Contractor may be directed to remove concrete and/or other improvements in the right-of-way where no replacement is required. 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.

Payment

Payment for the preceding requirements shall be per the unit price bid per square foot (SF) of **"Sawcut & Remove Existing, and Construct Concrete Sidewalk (4" PCC / 4" C.M.B.)"** and shall include:

1. Saw cutting, clearing and grubbing, unclassified excavation, furnishing and placement of 4" CMB, placement of concrete, construction of wheelchair ramps in compliance with ADA and Title 24 guidelines, monolithic curb at wheel chair ramps, removing tree roots encounter within the excavation limits, blocking out and/or widening existing tree wells.
2. Restoration of sprinkler systems including any reducers required for different pipe sizes, and from existing or new pipes to the sprinkler heads, connection points, all fittings, all tees and ells, backfill material for pipe trench, and all miscellaneous materials for proper installation and/or modification for construction of complete sprinkler system
3. Furnish and place Modified Class "A" Topsoil, landscaping, plants and new sod.
4. Re-grading the areas adjacent to the new sidewalk construction to transition to join new improvements at 1:6 grade.
5. Installing 4' wide concrete walkway in the parkway or as directed by the Engineer in the field.
6. Remove and replace existing PCC improvements in the parkway or behind R.O.W. at the marked limits, including tree well widening locations or as directed by the Engineer in the field.
7. Adjusting water meter boxes and water valves to grade.
8. Protect in-place the existing mailboxes. If mailbox location does not meet U.S.P.S. Standards, relocate and install new posts and reattach.
9. Grind or remove existing tree roots in the excavation limits (trees were previously removed by others).
10. Removing misc. parkway concrete, widening areas at tree wells and/or areas of existing pavers, and replacing with modified Class "A" topsoil to join existing.

- 11. Replacement, or repair to the existing curb drains during construction operations.
- 13. Removal and/or relocation of existing fences from the public right-of-way.
- 13. One-foot (1') width AC slot patch behind sidewalk adjacent to asphalt concrete paved areas at required locations.

No additional compensation will be allowed.

Bid Item No. 6: Sawcut & Remove Existing, and Construct Concrete Curb & Gutter (8"CF) Over 6" CMB

The Contractor shall sawcut and remove existing improvements, and construct curb and gutter conforming to the City of Costa Mesa Standard Drawing No. 313. Six (6) inches of crushed miscellaneous base (CMB) shall be required under all new curb and gutter, and compacted to 95 percent relative density. All roots and stumps shall be removed to six (6) inches below subgrade.

The concrete class shall be 560-C-3250. The work shall also include removal and replacement of the interfering portions of existing curb drain pipe that lie in the path of the construction to be performed. Existing curb drain pipe shall be replaced with 3" inside diameter ABS Schedule 40 pipe for 6" and 8" curb. The work required includes the cutting and removal of existing pipe, constructing holes in new curbs where applicable, enlarging holes in the existing curb as required, connecting the upper end of the new pipe to the existing pipe and the lower end to the outside of the curb outlet, and related work as required. All work shall conform to Sections 303-5.1.2 and 306-7.7 of the Standard Specifications unless otherwise directed.

The work shall also include replacement or relocation of any damaged irrigation lines and sprinkler heads to a condition equal to or better than existing; and replacement of any grass damaged as a result of the construction operations with Modified Class "A" Topsoil and sod.

Weakened plane joints are required every ten (10) feet and felt paper every 40'. Transitional curb and gutter shall be five (5) feet from one type to the other. No construction joints will be permitted.

The removal of the curb and gutter shall not result in any damage to adjacent sidewalk, driveway approach or other improvements unless indicated on the plans. The top of curb elevations for the proposed curb and gutter shall match the existing top of curb elevations unless otherwise indicated on the plans. Any damage to adjacent improvements will be repaired at the Contractor's expense.

Where existing red curb is removed and reconstructed, the Contractor shall verify with the Engineer if the new curb shall be re-painted red. Where verified by the Engineer, the contractor shall paint the newly constructed curb (the curb face and top of curb) red. The paint material shall be waterbase and shall be Pervo Paint, Red Curb Paint #3133 or approved equal. All work shall comply with Sections 314-1 and 314-4 of the Standard Specifications and the painting shall be 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 residual 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.

Where curb and gutter are being reconstructed, and the adjacent existing sidewalk is to be protected in place, the new curb height shall vary to join the existing sidewalk.

Payment

Payment for the preceding shall be per the unit price bid per Linear Foot (LF) for **“Sawcut, Remove Existing & Construct Concrete Curb & Gutter (8”CF) Over 6” CMB”** and shall include the removal and disposal of existing curb and gutter, sawcutting, unclassified excavation, furnishing and placing CMB below curb and gutter, root removal, temporary AC pavement, construction of variable curb height to meet existing sidewalk and existing improvements, depressed curb for driveway approach, curb drain removal and replacement, replacement of any damaged irrigation lines and sprinkler heads, replacement of any damaged grass, paint red curb, and other work as required to complete the work. No additional compensation shall be allowed.

Bid Item No. 7: Sawcut & Remove Existing and Construct 6" PCC Alley Intersection Per SPPWC Std. Plan 130-2, Over 6" CMB

Contractor shall sawcut and remove existing improvements and construct P.C.C. Alley Intersection Approach per SPPWC Plan 130-2 or City of Costa Mesa Standard Drawing No. 514. All work shall conform to the applicable portions of Section 303-5 of the Standard Specifications. Six (6) inches of Crushed Miscellaneous Base (CMB) shall be required under all alley intersection approaches.

The Contractor shall adjust all existing utility boxes and conduit, or water meter boxes within the new approach, to its new finished grade, and the adjustment shall be included in the bid price per square foot of alley intersection approach. Removals and/or relocations necessary for approach construction are to be paid as part of this bid item, except where a separate bid item exists for a stated removal or relocation item of work.

Concrete shall be class 560-C-3250.

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the GREENBOOK, and as directed by the Engineer. The sieve size shall be ¾" (fine).

Soils and aggregate tests shall conform to State of California test methods which may be substituted for designated ASTM test methods as noted herein. Laboratory maximum density tests shall be per Method 2 of Subsection 211-2.1. The correction for oversize materials as stated in Test Method No. California 216 shall be replaced with Note 2 of ASTM D1557.

New improvements shall be constructed to grades as indicated on the layout plans to match existing improvements and field condition with proper grade to form a safe and smooth riding surface while still providing adequate drainage.

Payment

Payment for the preceding requirements shall be per the unit price bid per Square Foot (SF) for "**Sawcut & Remove Existing and Construct 6" PCC Alley Intersection Approach**" and shall include sawcut, removal and disposal of existing P.C.C. and miscellaneous improvements, excavation and subgrade preparation, crushed miscellaneous base, forms, P.C.C., backfilling, restoring form areas, and all labor, materials, equipment and incidentals as required to complete the work. No other compensation will be allowed.

Bid Item No. 8: Crushed Miscellaneous Base (CMB)

Compacted CMB shall conform to Subsections 200-2.4, 300-3, and 300-3.1, and other applicable sections of the GREENBOOK and shall include all subgrade preparation, placement, and compaction of CMB where required.

Payment

Payment for the preceding requirements shall be per the contract unit price bid per Cubic Yard (CY) for "**Crushed Miscellaneous Base (CMB)**" and shall include sawcut, removal and disposal of existing section and miscellaneous improvements, excavation, subgrade preparation, providing CMB, placement of CMB, compaction, finishing, and all labor, materials, tools, equipment and incidentals as required to complete the work. No other compensation will be allowed.

Bid Item No. 9: Adjust Communication Utility Box to Grade

Where the communications company/agency permits, the contractor shall adjust existing communications utility boxes, manholes, and vault frames and covers within an area to be paved or graded. In the case of of portland cement concrete paving the utility boxes, manholes, and vault frames and covers shall be set to finish grade prior to paving. Repaving required as a result of reconstruction or adjusting utility boxes, manholes, and vault frames and covers to grade shall be the responsibility of the contractor. The contractor shall remove all debris from the interior of utility boxes and shall clean all foreign material from the top of manholes, frames and covers. Where the communications company/agency requires their own crews to adjust utility boxes, manholes, and vault frames and covers the contractor shall coordinate finish grades with the communications company/agency.

Utility boxes and manholes shall be marked as to their location and adjusted to grade prior to concrete pavement. When permitted by the communications company/agency the contractor shall furnish new utility boxes and new covers shall be adjusted to new pavement grades.

Contractor shall notify and coordinate with the appropriate communications company/agency prior to adjustment of communications utility boxes.

Portland cement class shall be 650-C-4000 as specified in Section 201 of the Standard Specifications for Public Works Construction.

Payment

Payment for the preceding requirements shall be per the unit price bid per Each (EA) for “**Adjust Communication Utility Box to Grade**” and shall include providing all labor, tools, equipment and materials necessary for doing the work in compliance with the City and utility companies’ standards. No other compensation will be allowed.

Bid Item No. 10: Adjust Water Valve/Water Meter/Utility Box to Grade

Contractor shall adjust existing water valve, water meter/utility box to grade in conformance to the provisions of section 403 of the Standard Specifications, and the following additions and revisions, where shown on the plans or as required by the Engineer.

Water valves and wells shall be protected in place and shall be accessible at all times during construction.

Valve and well covers shall be marked as to their location and adjusted prior to concrete pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade.

Contractor shall notify the Mesa Water District (MWD) forty-eight hours prior to beginning work.

Valve boxes shall be checked with a valve key for proper operation.

Portland cement class shall be 560-C-3250 as specified in Section 201 of the Standard Specifications for Public Works Construction.

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 MWD to pick up new sleeves for replacement.

Payment

Payment for the preceding requirements shall be per the unit price bid per Each (EA) for “**Adjust Water Valve/Water Meter/Utility Box to Grade**” and shall include providing all labor, tools, equipment and materials necessary for completing the work in compliance with the City and utility companies’ standards. No other compensation will be allowed.

Bid Item No. 11: Adjust Sewer Manhole to Grade

Contractor shall adjust existing sewer manholes to grade in conformance to the provisions of section 403 of the Standard Specifications, and the following additions and revisions, where shown on the plans or as required by the Engineer.

Adjustment to grade of manholes shall conform to the provisions of the City of Costa Mesa Standard Plans and Costa Mesa Sanitary District Drawing No. S-105-A.

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.

Sewer manholes shall be protected in place and shall be accessible at all times during construction.

Contractor shall notify the City forty-eight hours prior to beginning work. All work adjusting sewer manholes and covers to grade shall be inspected and approved by the City and the appropriate sewer agency.

Payment

Payment for the preceding requirements shall be per the unit price bid per Each (EA) for “**Adjust Sewer Manhole to Grade**” and shall include providing all labor, tools, equipment and materials necessary for doing the work in compliance with the City standards. No other compensation will be allowed.

Bid Item No. 13: Root Barrier

As indicated in by the Engineer and as shown in the contract bid quantities, tree roots shall be cut and removed to a minimum depth of six inches (6") below the subgrade of proposed new construction. Root barriers shall be installed adjacent to the proposed new construction and adjacent to existing trees of trunk diameters of more than six inches (6") and as directed by the Engineer. Installation of root barriers shall be per manufacturer's recommendations and guidelines under the following.

Root removals and barrier installation shall be completed on only one side of the tree where reconstruction is proposed.

Root Barriers

The contractor shall furnish and install root control barrier. The root control barrier shall have a minimum depth of eighteen inch (18") with a minimum thickness of 0.06". Root control barriers shall be sixteen feet (16') long in one continuous piece (preferred). Combinations of pieces shall be one eight foot (8') panel and two – four foot (4') panels; eight foot (8') panel shall be on center of each tree and as directed by the Engineer. Root barriers shall be securely fastened with adhesive at joint points.

All materials must be maintained in good condition from delivery to completion of installation. If any defects are found, the defected panes must be removed and replaced at no additional cost to the City. All other details for installation are explained in O.C.E.M.A Std. Plan No. 1708. No root control barriers are needed around existing palm trees.

The Contractor shall be responsible for protecting and supporting all existing utilities. When damage to existing utilities is caused by the Constrictor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Section 400-1 and 402-1 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 to the Contractor.

Payment

Payment for this item shall be made at the contact unit price bid per lineal foot (LF) of "**Root Barrier**" installed and shall include provisions for all excavation; cutting, removal, and disposal of existing root systems; and back fill required to install the root barrier.

No other compensation will be allowed.

Bid Item No. 13: Signage

Sign Panels and Posts:

The Contractor shall remove and replace existing signage in kind. This work includes removing existing sign panels and post, and furnish and install new sign panels and posts complete with fastening and mounting hardware at existing locations. The panels shall conform to the City Standard Plans, State of California Standard Plans and Specifications, Manual of Uniform Traffic Control Devices (MUTCD), latest edition as specified by the Engineer.

Posts for signs shall be 2" square perforated steel rectangular tubing, except as directed by the Engineer. Replaced sign panels 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.

Payment

Payment for this item shall be made at the contact unit price bid per each (EA) of "**Signage**" installed and shall include provisions for all procurement, installation, labor, tools, equipment, materials and incidentals required to complete the work as specified herein.

No additional compensation will be allowed.

Bid Item No. 15: Replace Concrete Wheel Stops

Contractor shall replace existing concrete wheel stops with new. Where additional wheelstops are required the Contractor shall provide and install new concrete wheel stops. Concrete wheel stops that are removed shall be hauled off-site and disposed of by the contractor as part of the "Clearing and grubbing" Bid Item.

Wheel stops shall be placed in a similar layout as they were prior to construction with the final layout being reviewed by the Inspector/Engineer prior to installation.

Payment

Payment for the preceding requirements shall be per the unit price bid per Each (EA) for "**Replace Concrete Wheel Stop**" and shall include providing all labor, tools, equipment and materials necessary for providing new wheel stops in compliance with the City standards.

No other compensation will be allowed.

Bid Item No. 14: Traffic Control & Staging

The Contractor shall provide traffic control and access in accordance with Section 302-2.5 of the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones, latest edition, these special provisions and the standards contained in the Work Area Traffic Control Handbook (WATCH), published by Building News, Inc. (latest edition).

No roads shall be completely closed to traffic without the approval of the Engineer.

It is preferred that all construction work within the street right-of-way be performed Monday through Friday, except City observed holidays, unless otherwise approved by the Engineer. The Contractor shall be allowed to work from 7:00 a.m. to 3:30 p.m. on residential streets, and from 8:30 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference).

Where construction occurs adjacent to commercial property and businesses the Contractor shall coordinate with commercial property owner to determine when night time and weekend work is necessary to maintain business operations.

Where construction operations and work may be required on the weekend or during the night time there will be no additional compensation for traffic control and weekly schedules shall be adjusted to avoid any overtime work.

On standard weekends and when no construction operations are taking place, the Contractor shall maintain the street in a safe drivable condition for local access.

The Contractor shall complete all work so that the street shall be open to accommodate traffic circulation during any holiday periods.

The Contractor shall provide steel plates to bridge excavations to provide and maintain vehicle access to commercial parking lots at no cost to the City.

The Contractor shall maintain adjacent streets open for ingress and egress and for parking. The minimum lane width shall be ten (10) feet. The minimum width for parking shall be 8 feet. The Contractor shall maintain a minimum of five (5) foot clearance from open excavations and two (2) foot clearance from other obstructions.

The Contractor shall use temporary asphalt surfacing at his own expense as required to maintain traffic in a safe and non-disruptive manner at alley approaches and driveways. The Contractor shall install temporary asphalt to select properties as directed by the Engineer.

Any locations that are not considered drivable and/or safe by the Engineer will be corrected 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.

In addition to compliance with Section 7-10, the Contractor shall provide:

a. Scheduling

At least five (5) working days prior to commencing work, the Contractor shall submit his construction schedule to the City for review and acceptance. 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.

Construction adjacent to commercial properties may require multiple stages of construction to allow uninterrupted business to continue. Contractor is responsible for developing a schedule and coordinating with property owners to allow for uninterrupted business. When approved by the City, construction work to maintain uninterrupted business hours may include night or weekend work at no additional cost to the City.

b. Notification

The Contractor shall be responsible for the notification to affected residences and businesses informing them of the pending project and scope of work. The Contractor shall notify the residents that during the curing period of the concrete that it cannot be driven on.

The Contractor shall submit a sample 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 to the affected residences and businesses at least three (3) working days (at least 72 hours) prior to the scheduled construction or posting of "No Parking" signs. This letter shall state the date and time of restricted travel on the affected street. Direction to "on-street" parking within 800 feet of the residence and or business shall be included in this letter. Failure to meet the approved schedule requires that the Contractor immediately notify residents and/or businesses of the cancellation for that day's work and reschedule construction of the affected area at a later date. Re-notification of rescheduled work shall follow this same procedure.

Two (2) weeks prior to the commencement of construction, the contractor shall install one project information sign at each end of the construction limit. City will provide the signs to the contractor. The contractor is responsible in modifying the construction dates on each signs.

Furnish, install and maintain in place "No Parking - Tow Away" signs (even if streets have posted "No Parking" signs) which shall be posted at least seventy two (72) hours prior to commencement of roadwork work. No parking signs shall be posted on temporary supports or traffic delineators such that the top of the sign is a minimum distance of 42" from the finish ground surface. 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 no parking signs 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.

Should work be postponed and no parking signs have already been posted, the signs shall be removed and notification of the cancelation shall be distributed to the properties and residents adjacent to construction. Once construction is re-scheduled, new notifications shall be distributed 72 hours prior to construction and new "No Parking" signs with the specific dates of construction shall be posted again per the provisions of this section.

c. 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.

d. 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.).

e. Provide emergency access for the fire trucks and other emergency vehicles at all times. Notify the Police and Fire Departments in writing two (2) working days prior to construction.

f. 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.

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

h. The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc. At all times the Contractor shall provide a safe and walk able temporary sidewalk with a minimum width of thirty-six inch (36") clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Pedestrian Access

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.

Traffic Control – General

The City will only provide inspection during the designated construction hours Monday through Friday except City observed holidays. Any work done without inspection will be rejected. The replacement costs for rejected work will be borne by the Contractors.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the Engineer, names and telephone numbers of at least three people responsible for this emergency service. In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency services, the Contractor will be held liable for any costs incurred.

All existing permanent traffic control signs, barricades and devices shall remain in effective operation unless a substitute operation is arranged for and approved by the Engineer.

Prior to the start of each work day, 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

NOTE: Contractor to be aware of the following restrictions to any and all work being performed within the City of Costa Mesa;

- a. Any work located within a two (2) block 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 the 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 Monday before Thanksgiving to 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.

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. All lighting fixtures shall be mounted and directed in a manner preventing glare to approaching traffic.

Plans indicating the travel route to the Contractor's equipment movement in and out of the work site must be submitted to the Engineer for approval at least seven (7) working days 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 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.

Contractor is responsible for coordinating with commercial property owners and businesses to allow uninterrupted business to take place during construction. Work may include night or weekend construction at no additional cost to the City, as approved by the City.

Where alley construction adjacent to commercial property, businesses and major arterial streets requires multiple stages of construction and or shoulder and lane closures that will allow for uninterrupted access during business hours of operation, the contractor is responsible for developing and providing a staging plan or a proposed layout that correlates with their proposed construction schedule. The staging plan or layout shall be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. Staging plans and layouts which meet the City's requirements will be approved and returned to the Contractor. Otherwise, further revisions will be required until the staging plans and layouts are acceptable to the City.

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.

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.

Payment

Compensation for all of the preceding requirements shall be per the unit price bid Lump Sum (LS) price for **“Traffic Control and Working Hours”** and shall be considered full compensation

for providing all labor, materials, equipment, and other related work as required to coordinate, plan, develop, and implement approved traffic control plans and schedules.

Payment for the traffic control shall be based in the completion percentage of the entire project.

No additional compensation will be allowed.

Bid Item No. 15: Striping

The striping and markings shall be replaced in kind at existing alley locations in accordance with the city standard plans and as specified by the Engineer. The contractor shall furnish all material, services, layout, labor and equipment necessary for the required pavement preparations, and completion of the pavement markings.

The installed material shall be plainly visible to the motorists both day and night. Nighttime visibility shall be by a retro-reflector induced by ordinary headlights.

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.

Costa Mesa Street Striping Standards

The Contractor shall conform to the following requirements:

1. All traffic lines shall conform to the Caltrans Standard Plans and Standard Specifications, (2010 edition) and any amendments thereto, and these Special Provisions.
2. The following striping details shown in Caltrans Standard Plans A20A and A24A shall be routinely used for traffic lines.

<u>Line</u>	<u>Detail</u>	<u>Pavement Marker Info</u>
Double Yellow	22	Type C & D
Skip White (Posted # 40)	9 & 13	Type G
Two-Way Left-Turn Lane	32	Type D
Lane Drop Stripe	37	Type G
Channelizing Stripe	38A	None

3. Painted skip 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 shall be installed in thermoplastic.
5. Bike lane stripes 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 cleanup 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 three (3) 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.

The Contractor shall install traffic striping, markings, arrows and messages pursuant to the "Striping/Pavement Marking Chart" and sketch where provided. All work and materials shall conform to the requirements of Caltrans Standard Specifications (2010 edition).

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.

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 Contractor shall apply the first application of paint for traffic striping and markings no later than three (3) days following the application of the ACSC.

The Contractor shall apply the thermoplastic no sooner than seven (7) days nor later than twelve (12) days following the application of the ACSC.

Surface Preparation and Pre-marking:

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.

If the markings are not visible, the Contractor will be required to pre-mark 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 Pavement Marking Material:

All stop bars, crosswalk messages, and arrows shall be replaced using thermoplastic, and conform exactly to the City of Costa Mesa stencil types.

Thermoplastic shall be composed of Alkydoid/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.

Raised Pavement Markers (RPMs) and Raised Blue Pavement Markers (RBPMs):

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.

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 Sections 302-4.5 and 302-10.4, "Public Convenience and Safety," of the Standard Specifications for Public Works Construction.

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.

Payment

Payment for all the preceding requirements shall be included in the contract price bid per Lump Sum (LS) for **“Striping and Signage”** and shall include full compensation for removal/replacement of existing striping, legends, and markings; furnishing all materials, services, saw cut, tools labor and equipment and incidentals as necessary to perform all the work involved. No additional compensation will be allowed.

Bid Item No. 16: Additional Work Items

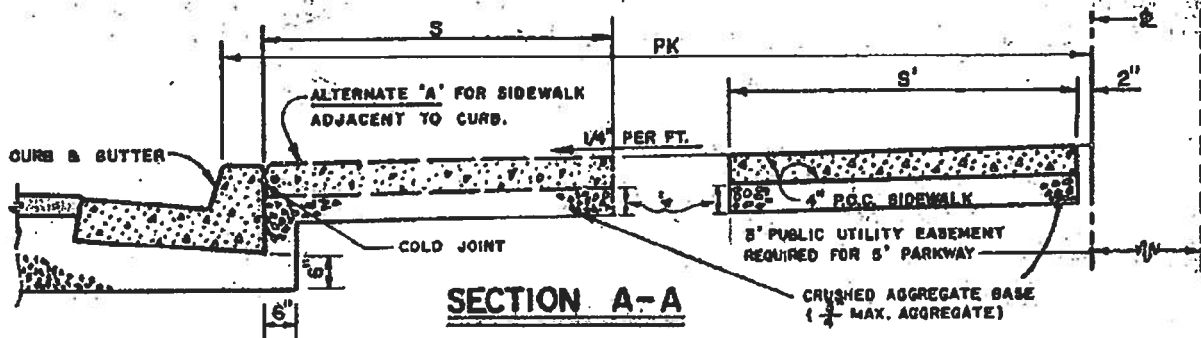
Allowance to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.

Additional work items include work that will only be used at the discretion of the Engineer. At the discretion of the Engineer, the Contractor shall provide all labor, tools, equipment, materials and incidentals for the extra work beyond the scope of work established within the Contract documents. Work may include, but not be limited to, delivery of additional newsletters; disposal of materials, potholing, 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 allowance will only be used at the discretion of the City. Contractor shall be paid at force account or at agreed prices for all work performed within this allowance.

Payment

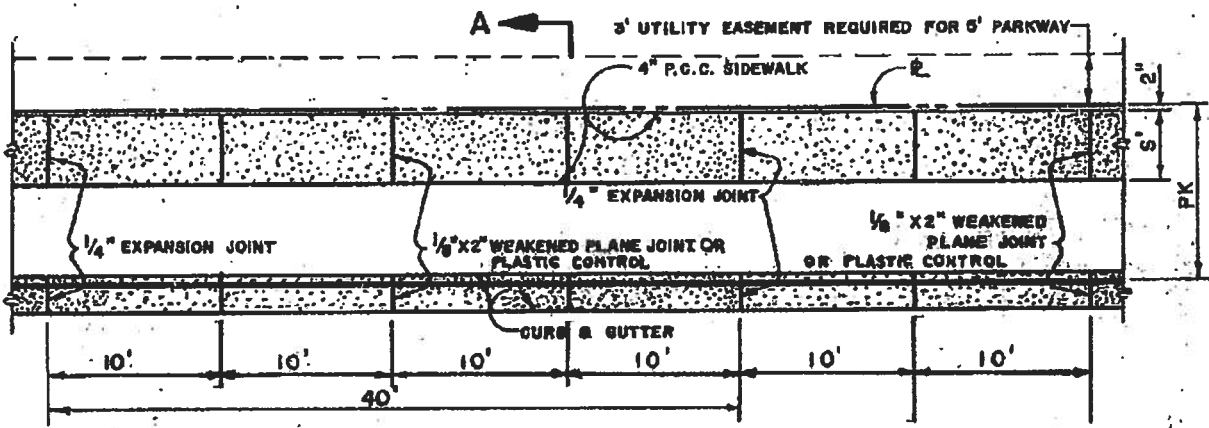
The Contractor shall be paid at force account and/or at agreed lump sum prices

STANDARD PLANS



DIMENSIONS:

- PK = PARKWAY WIDTH
- S = SIDEWALK WIDTH
- 60' R/W -- PK = 5' S = 4'-4"
- 60' R/W -- PK = 10' S = 4'-4"
- 64' R/W -- PK = 7' S = 4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
- 106' R/W -- PK = 8' S = 4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
- 120' R/W -- PK = 8' S = 4'-4" RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL
- 8' x 4'-0"



PLAN

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

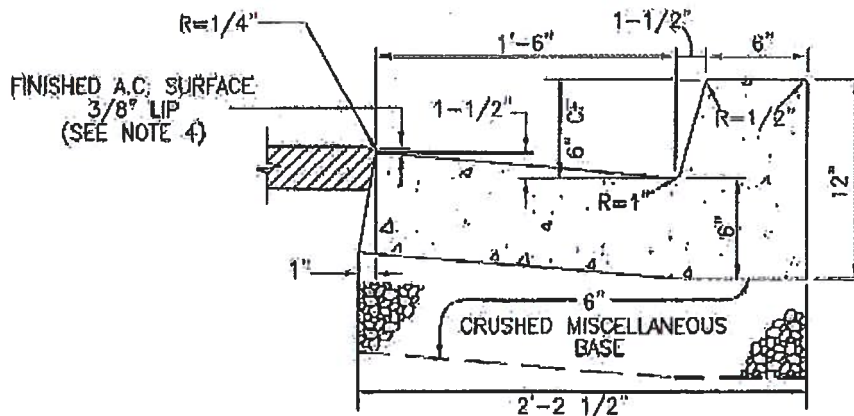
STANDARD SIDEWALK DETAILS

PUBLIC SERVICES DEPARTMENT

APPROVED *BDM* DATE *1/12/05*
BRUCE D. MATTEHN R.C.E. 19398

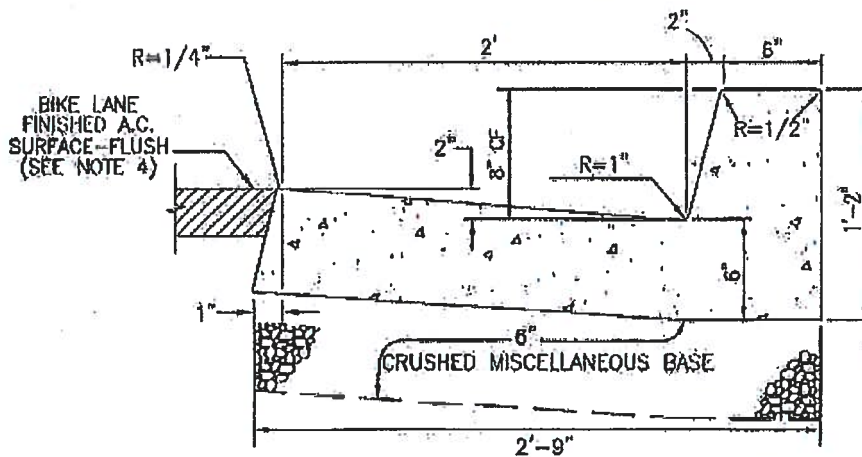
ORIGIN: *V.A.B.*
SCALE: NONE
STD. DWG. NO. 411

REV.



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 EGR'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.

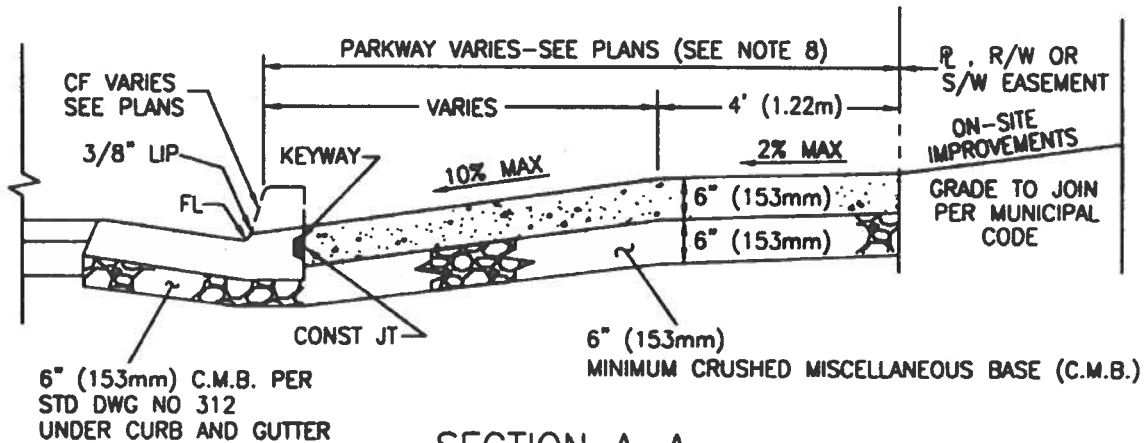
CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

TYPE "C"
CURB & GUTTER

Costa Mesa

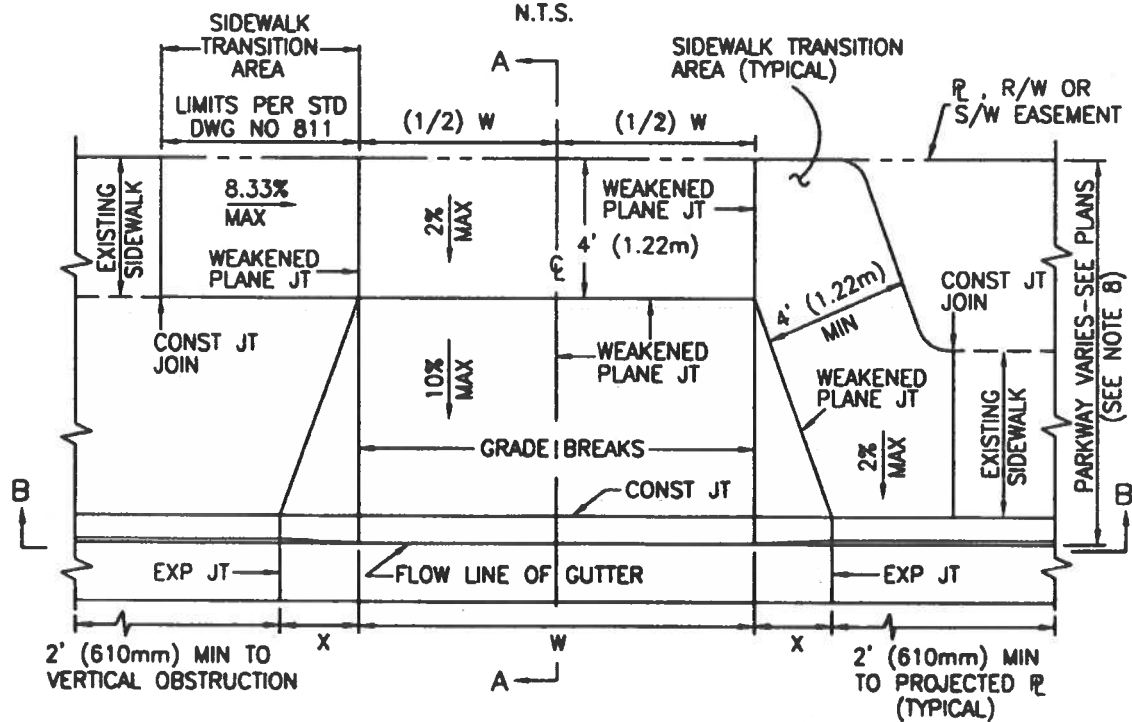
RECOMMENDED  ERNESTO MUNG CITY ENGINEER

STD. DWG. NO.
312



SECTION A-A

N.T.S.



PLAN

N.T.S.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL DRIVEWAY APPROACH TYPE I



APPROVED BY:

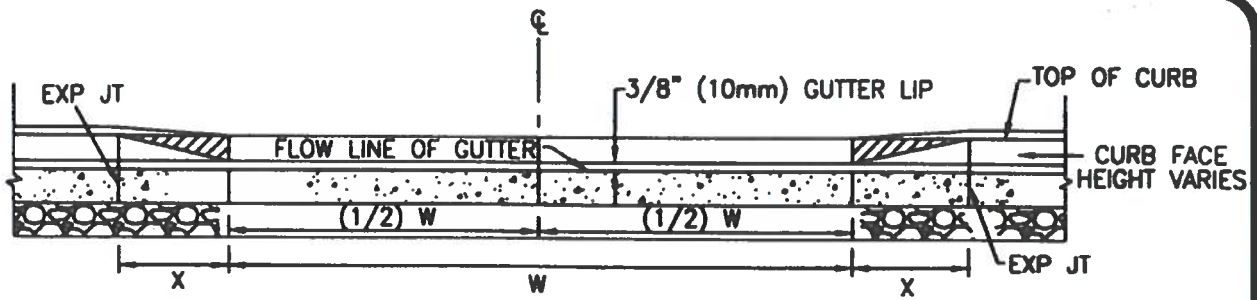
Ernesto Murde
ERNESTO MURDE

CITY ENGINEER

William J. Morris 1/10/03
WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

513



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:

EGP
ERNESTO MORALES

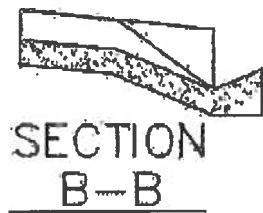
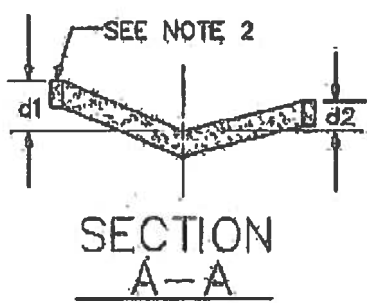
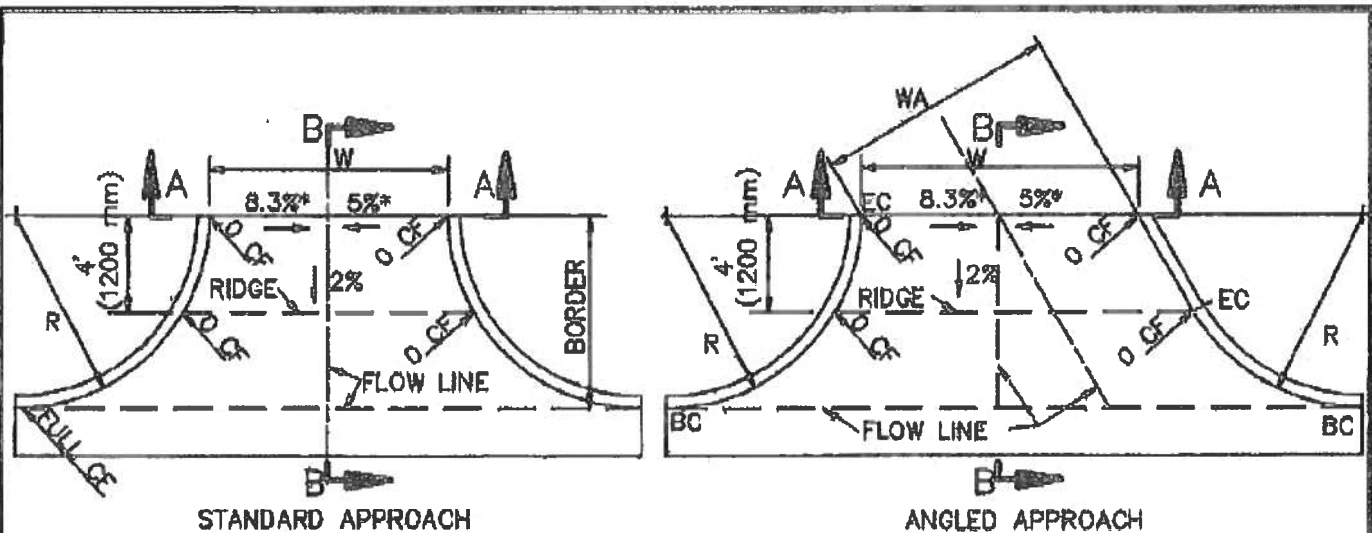
CITY ENGINEER

William Morris
WILLIAM MORRIS

1/10/03
DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

513



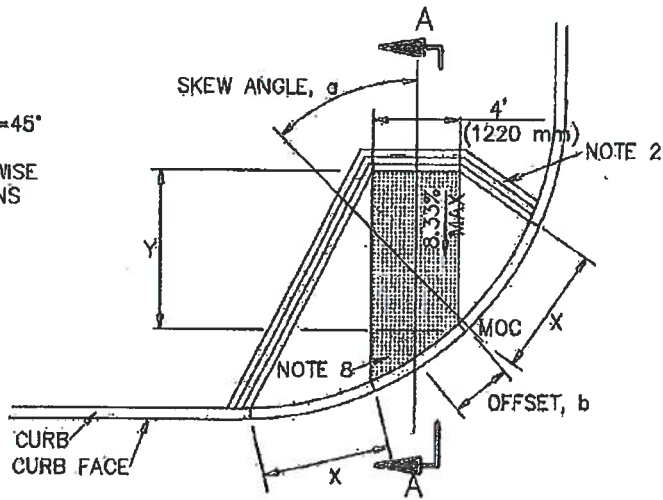
W, ft	8'	10'	15'	20'	25'	30'
W, mm	(2400mm)	(3000mm)	(4500mm)	(6000mm)	(7500mm)	(9000mm)
d1, ft MAX	0.33' (100 mm)	0.42' (125 mm)	0.63' (188 mm)	0.83' (250 mm)	1.04' (313 mm)	1.25' (375 mm)
d2, ft MIN	0.17' (50 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)

NOTES:

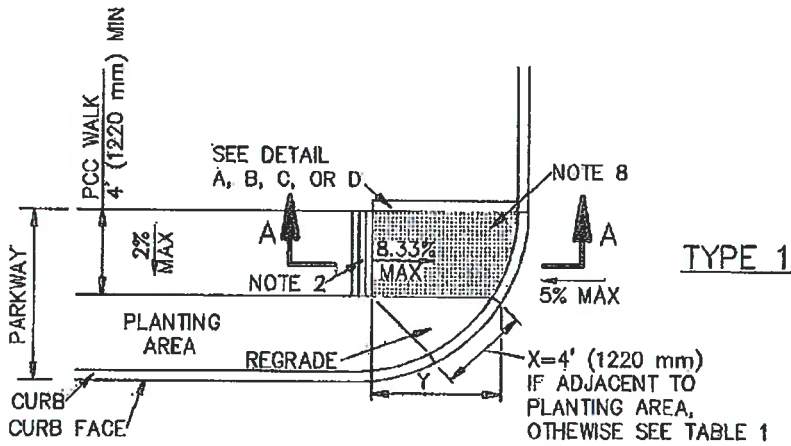
1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
2. ALLEY INTERSECTION SHALL BE PCO, CLASS 560-C-3250 (310-D-17), 6" (150 mm) THICK. CURB SHALL BE INTEGRAL TYPE "A".
3. ASTERISKS, *, SHOW MAXIMUM GRADES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
<small> PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. CHECKBOOK COMMITTEE 1994 REV. 1999, 2009 </small>	<h2 style="margin: 0;">ALLEY INTERSECTION</h2>	<small>STANDARD PLAN</small> <h1 style="margin: 0;">130-2</h1> <small>SHEET 1 OF 1</small>
<small>USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION</small>		

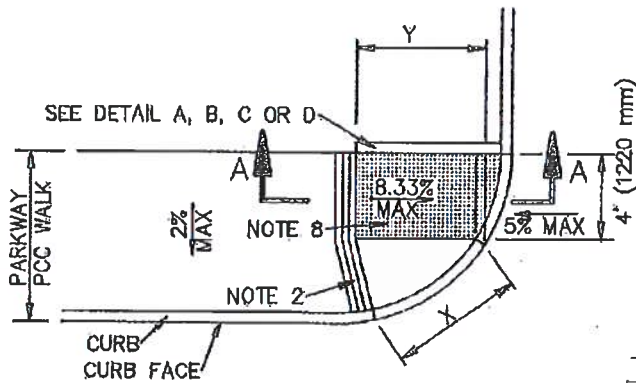
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

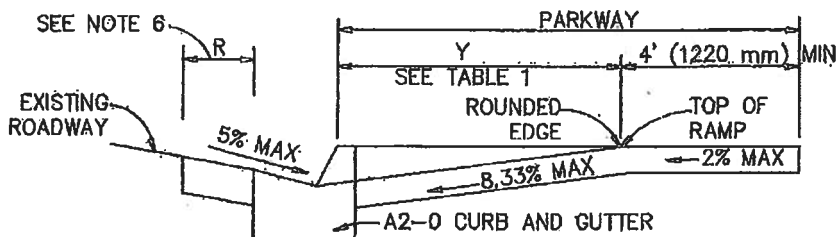
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

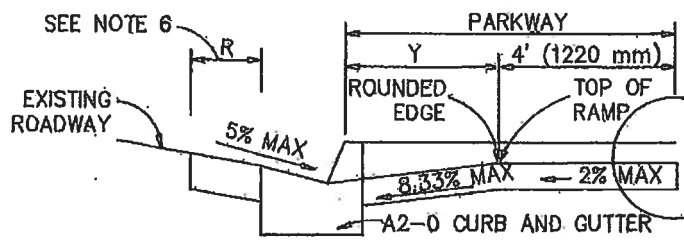
111-5

SHEET 6 OF 10



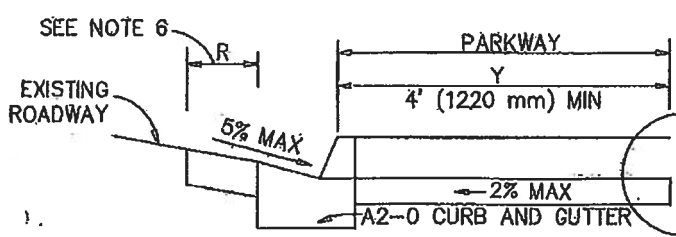
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



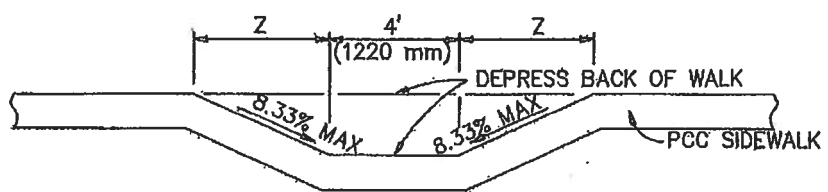
SECTION B-B

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

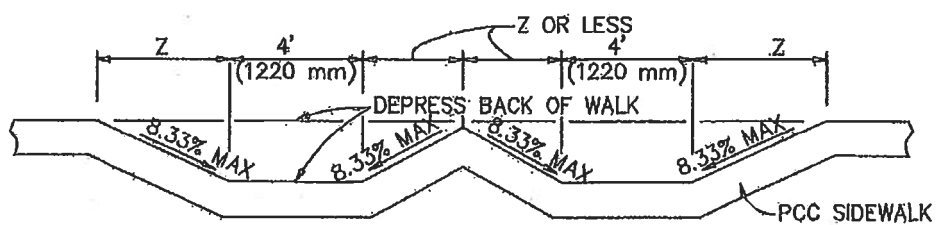


SECTION C-C

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 7 OF 10

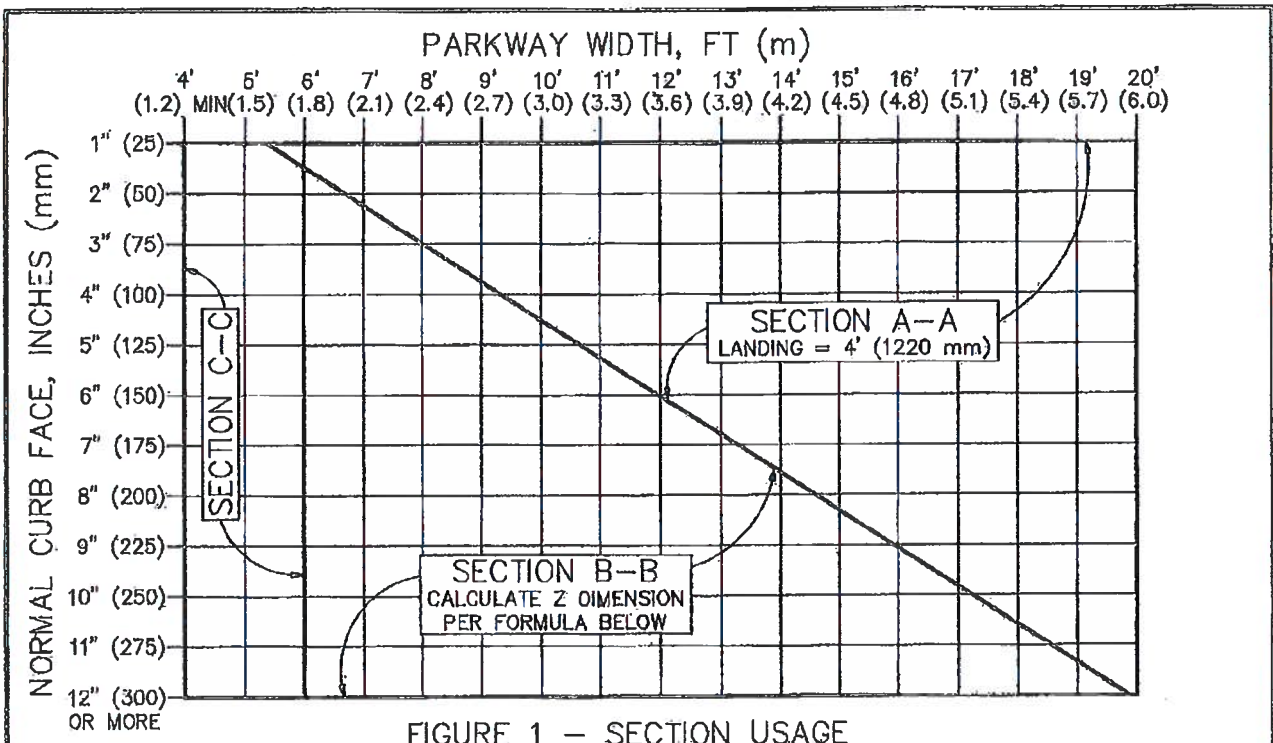


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS;

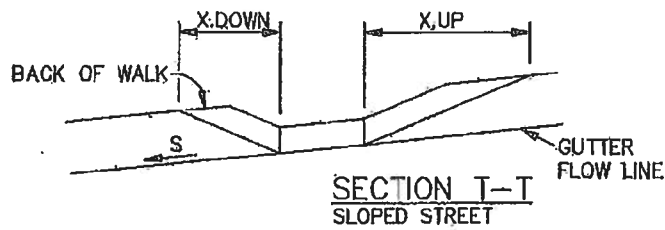
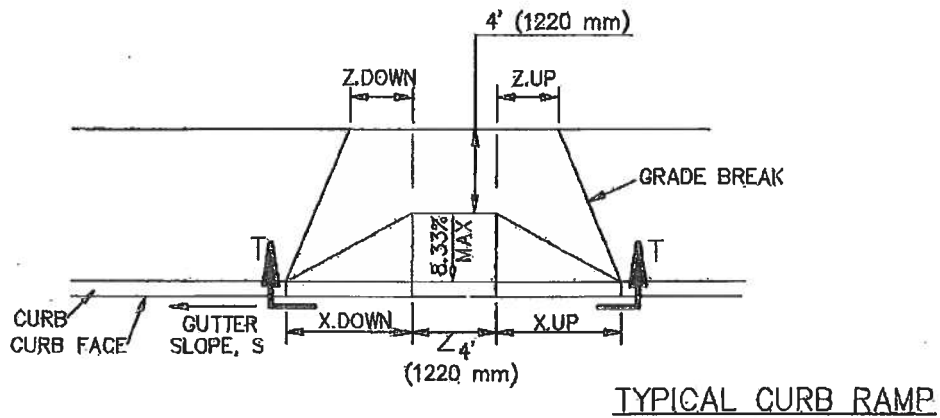
W = PARKWAY WIDTH
 L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:
 $X = CF / 8.333\%$
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$



FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

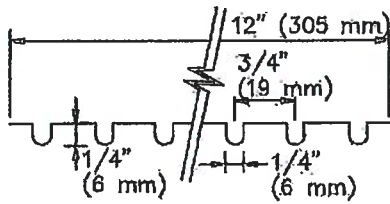
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

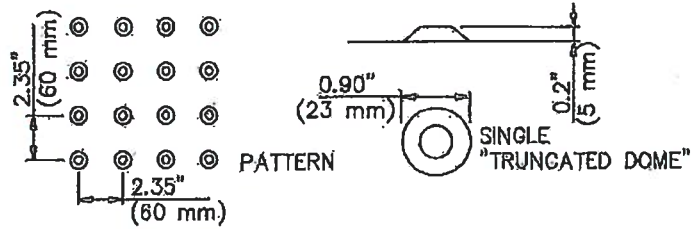
TABLE 2 REFERENCE FORMULAS:
 $K.DOWN = 8.333\% / (8.333\% + S)$
 $K.UP = 8.333\% / (8.333\% - S)$

STREET SLOPE ADJUSTMENTS

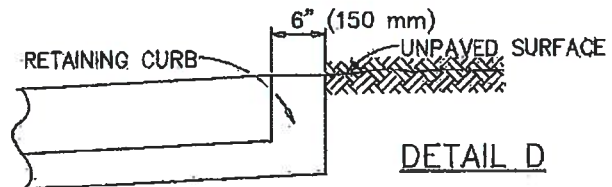
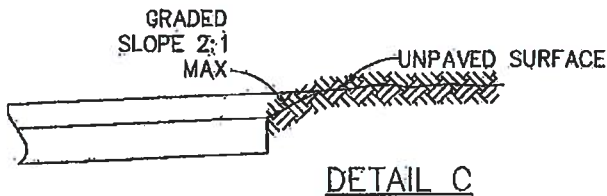
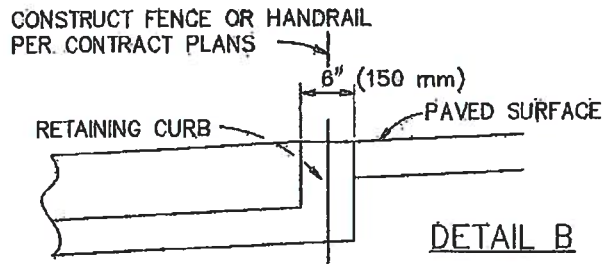
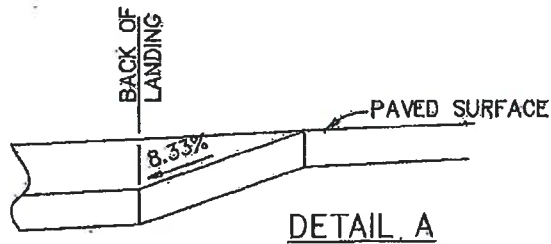
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111-5
	SHEET 9 OF 10



GROOVING DETAIL

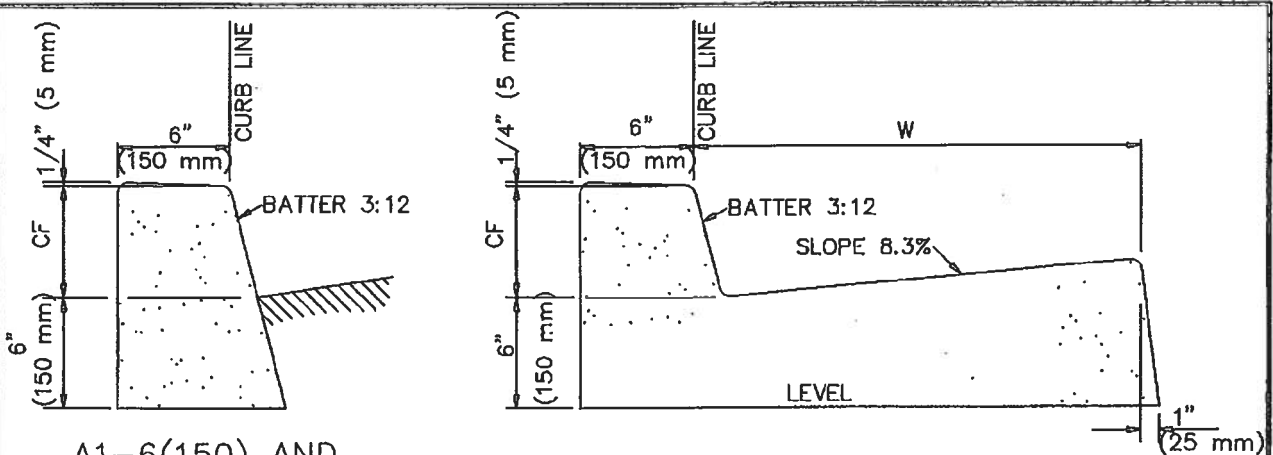


DETECTABLE WARNING DETAIL



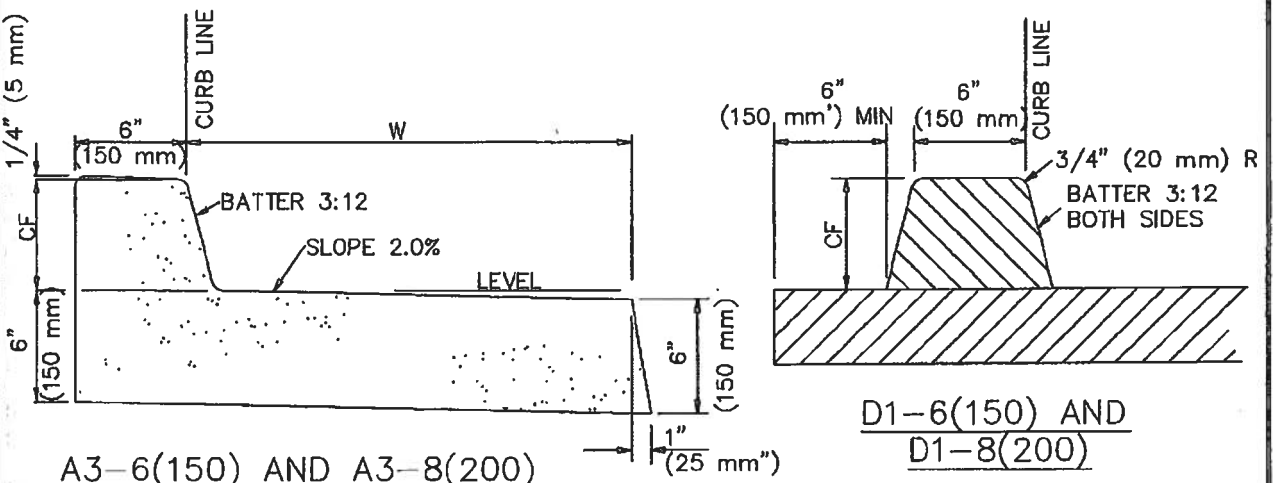
GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) DC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.



A1-6(150) AND
A1-8(200)

A2-6(150) AND A2-8(200)

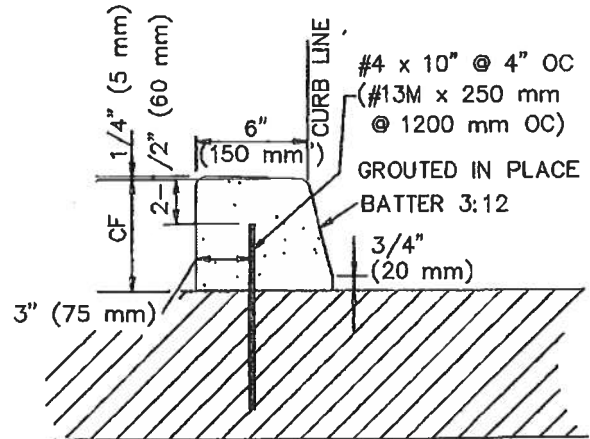


A3-6(150) AND A3-8(200)

D1-6(150) AND
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

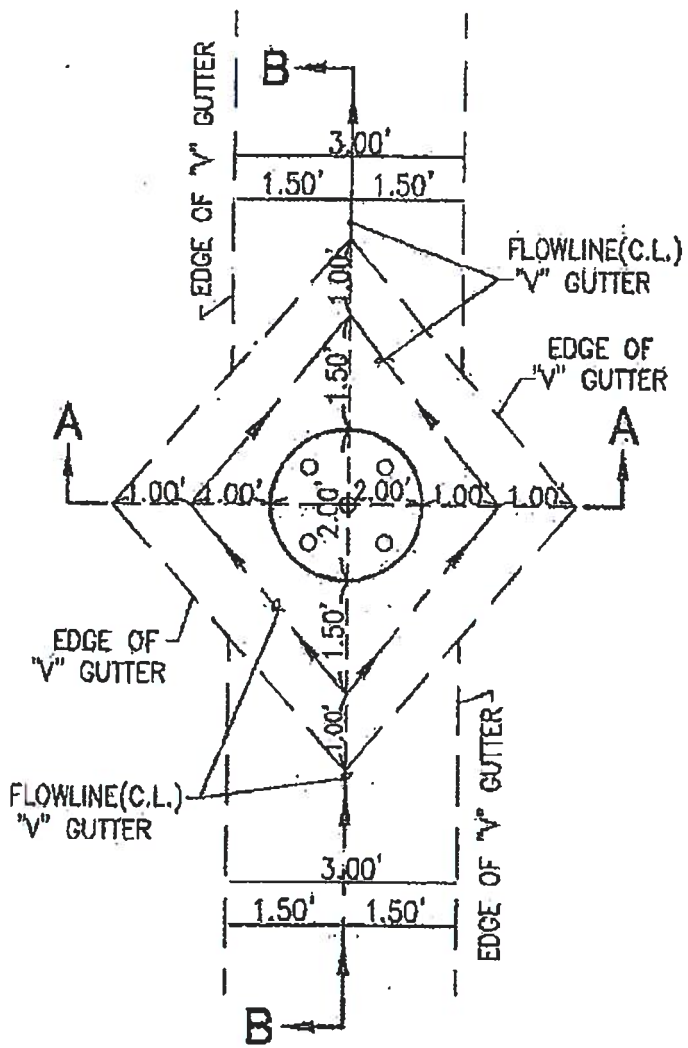
STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

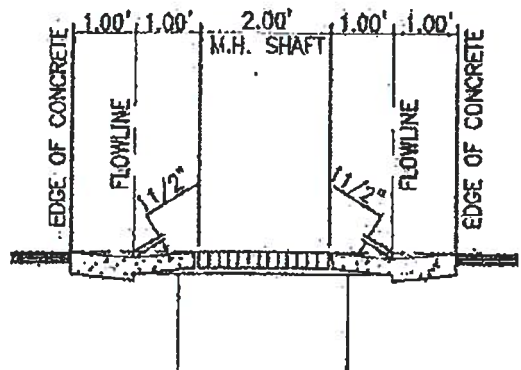
CURB AND GUTTER - BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

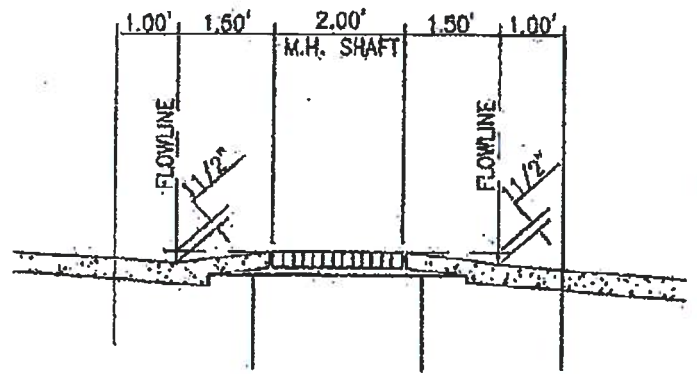
STANDARD PLAN
120-2
SHEET 1 OF 1



PLAN



SECTION A-A



SECTION B-B

COSTA MESA SANITARY DISTRICT

**RAISED SEWER MANHOLE
IN ALLEY GUTTER**

Date: 7/21/2010

Approved: *[Signature]*

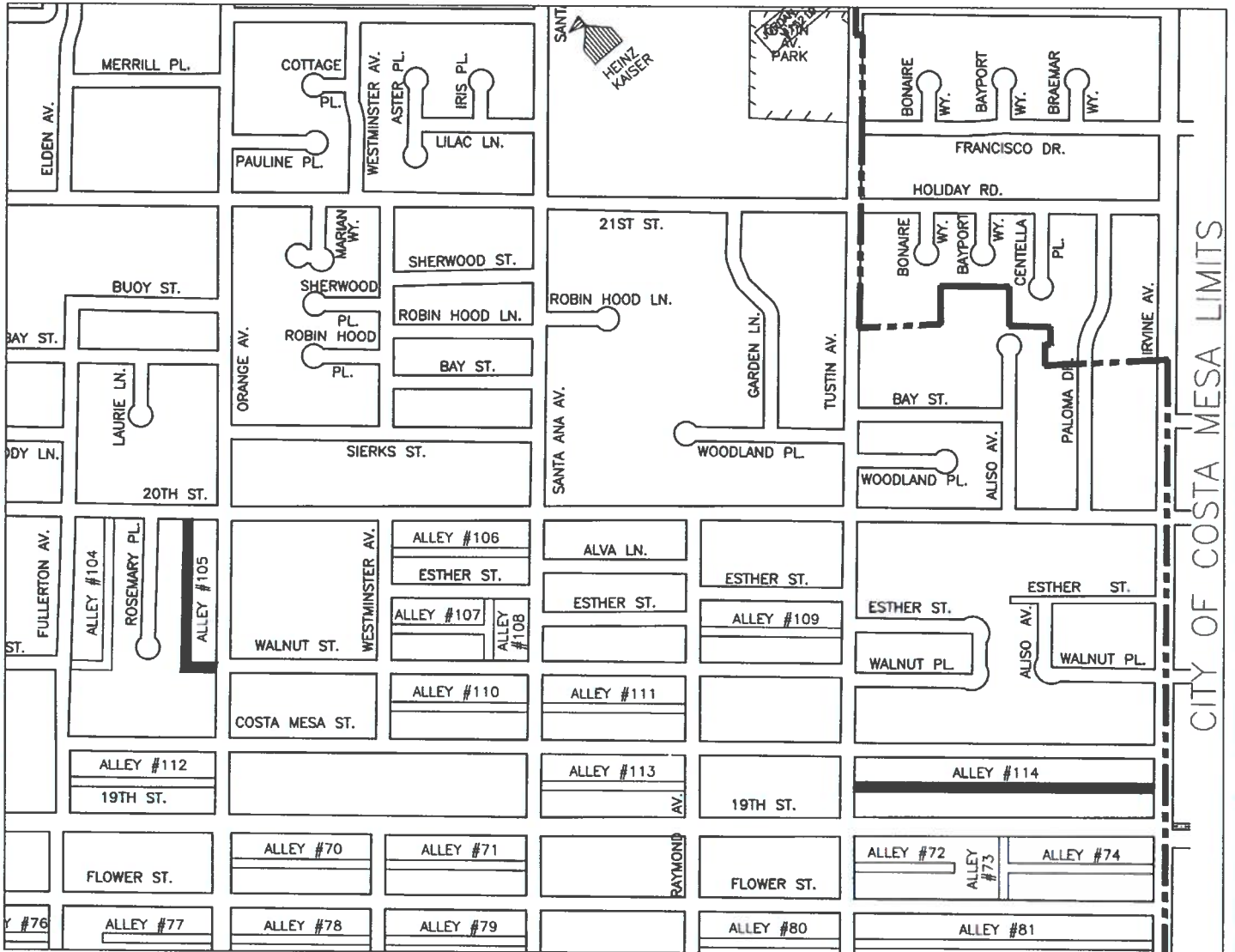
District Engineer R.C.E. 31720

Drawing No. S-105-A

LOCATION MAP



CITY OF COSTA MESA Public Services/Engineering

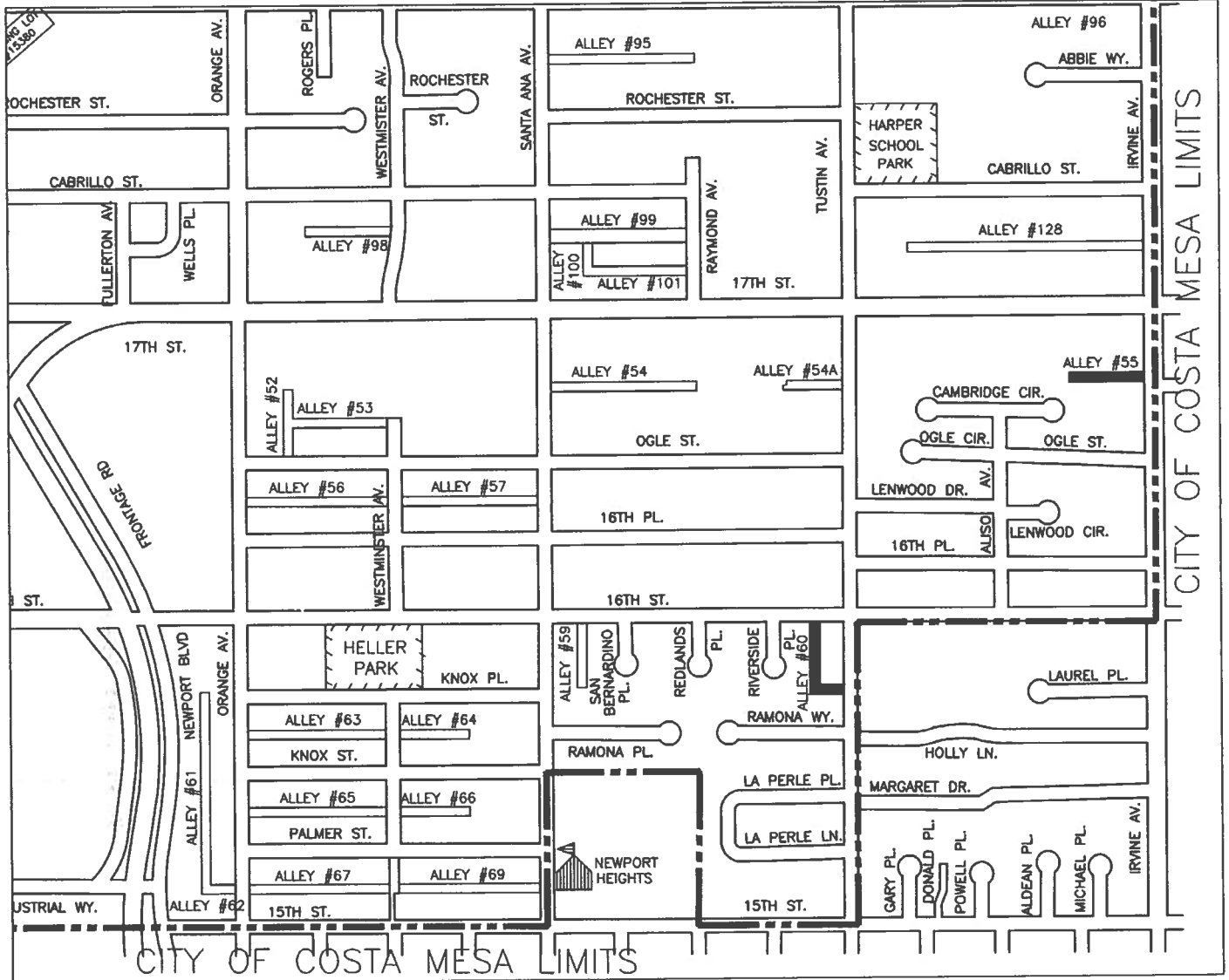


2020-2021 REHABILITATION OF ALLEY NOS. 105 AND 114

■ PROPOSED ALLEY LOCATIONS



CITY OF COSTA MESA Public Services/Engineering

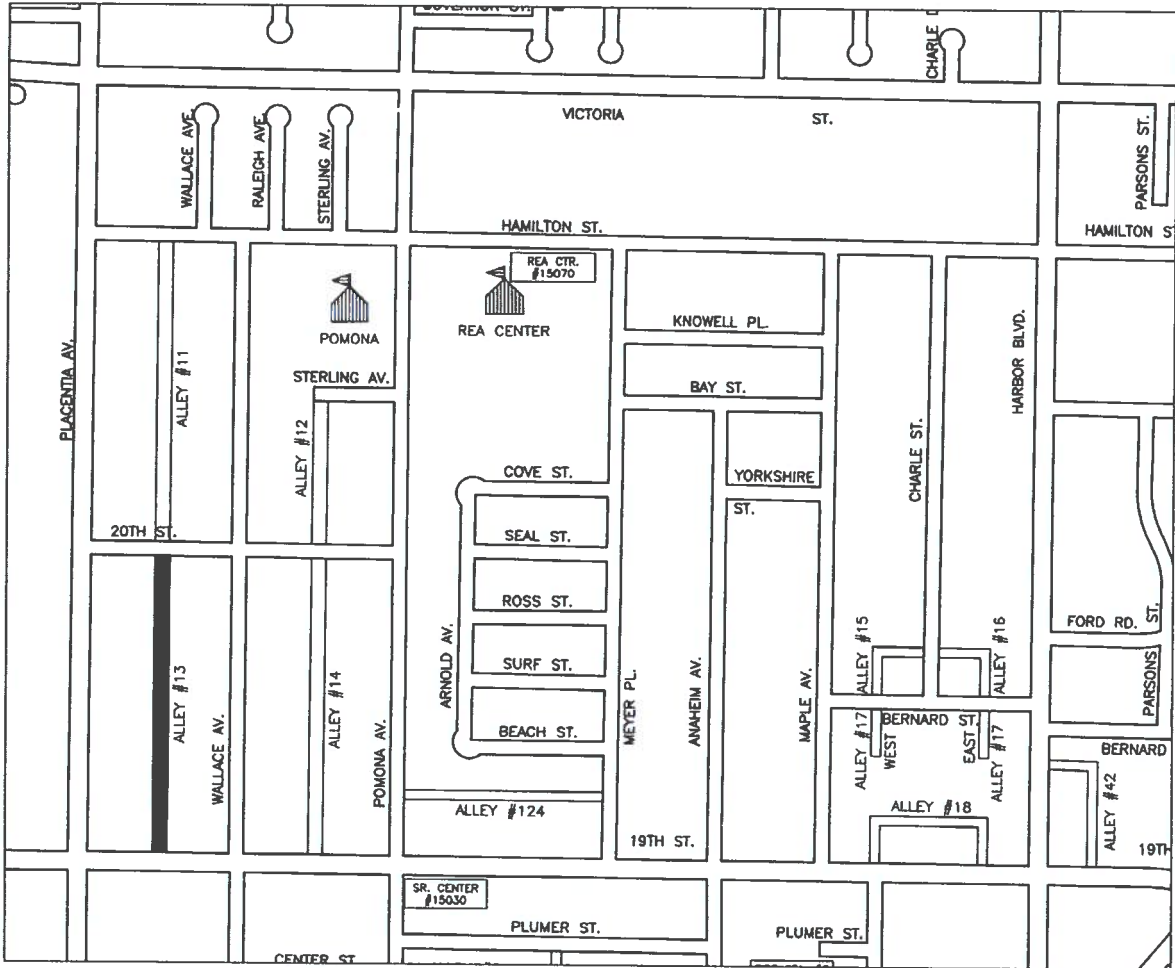


2020-2021 REHABILITATION OF ALLEY NOS. 55 and 60

■ PROPOSED ALLEY LOCATIONS



CITY OF COSTA MESA Public Services/Engineering



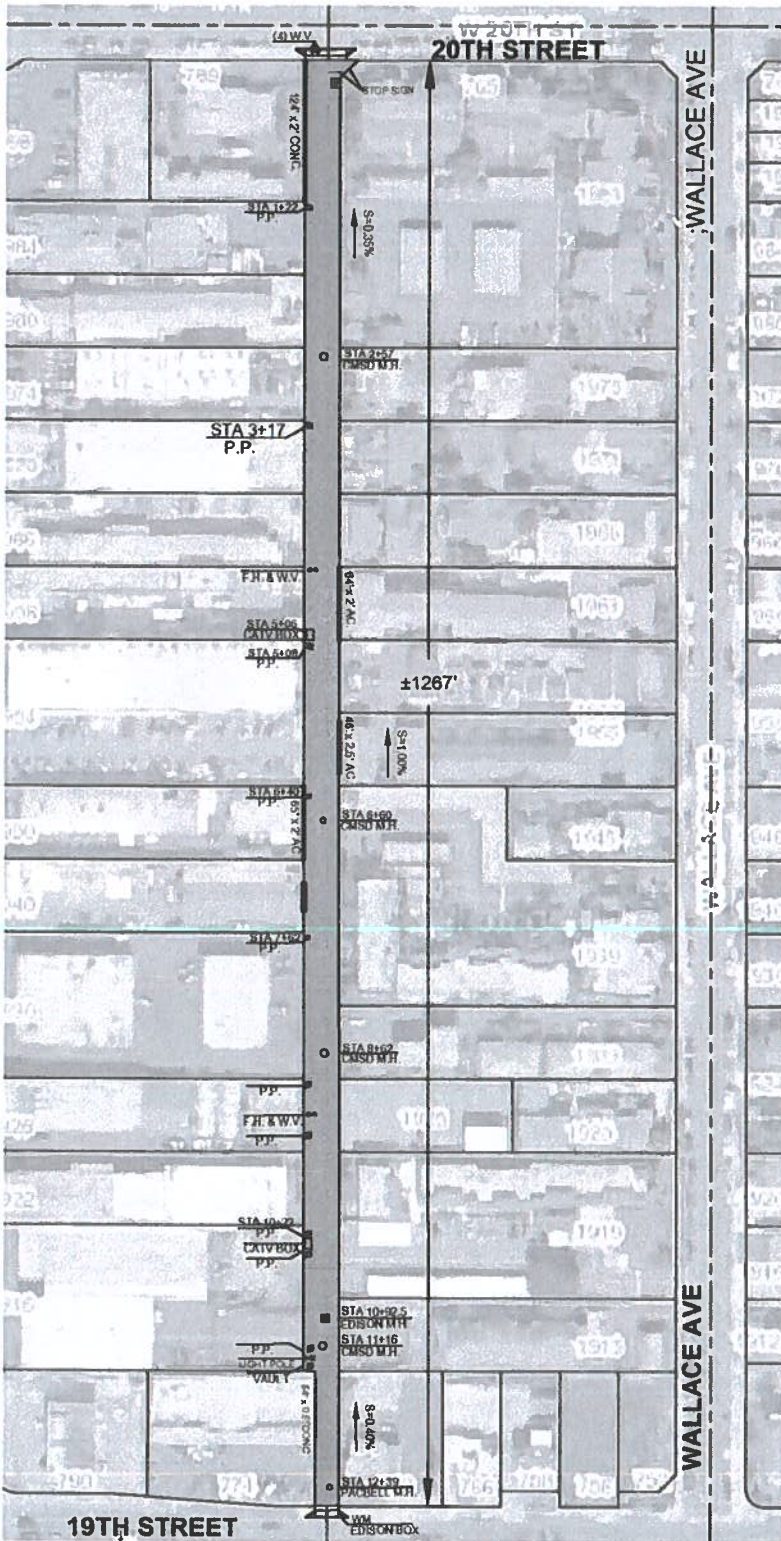
2020-2021 REHABILITATION OF ALLEY NOS. 13

■ PROPOSED ALLEY LOCATIONS

EXHIBIT 'A'

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



CONTRACTOR'S NOTICE:

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2. SLOPE PERCENTAGES ARE SHOWN AS AVAILABLE STRAIGHT GRADE FLOW. CONTRACTOR TO FIELD VERIFY AND MAINTAIN POSITIVE FLOW IN THE DIRECTIONS INDICATED.
3. CONSTRUCTION SEQUENCE, CONCRETE POUR SCHEDULE, AND STAGING PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY. ANY NEEDS DEEMED BY THE CITY FOR MULTIPLE/ SEPARATE DEMOLITION AND POUR LIMITS/ACTIVITIES TO ACCOMMODATE PARKING AND ACCESS FOR BUSINESSES AND RESIDENTS SHALL BE AT NO ADDITIONAL COST.

N.T.S.


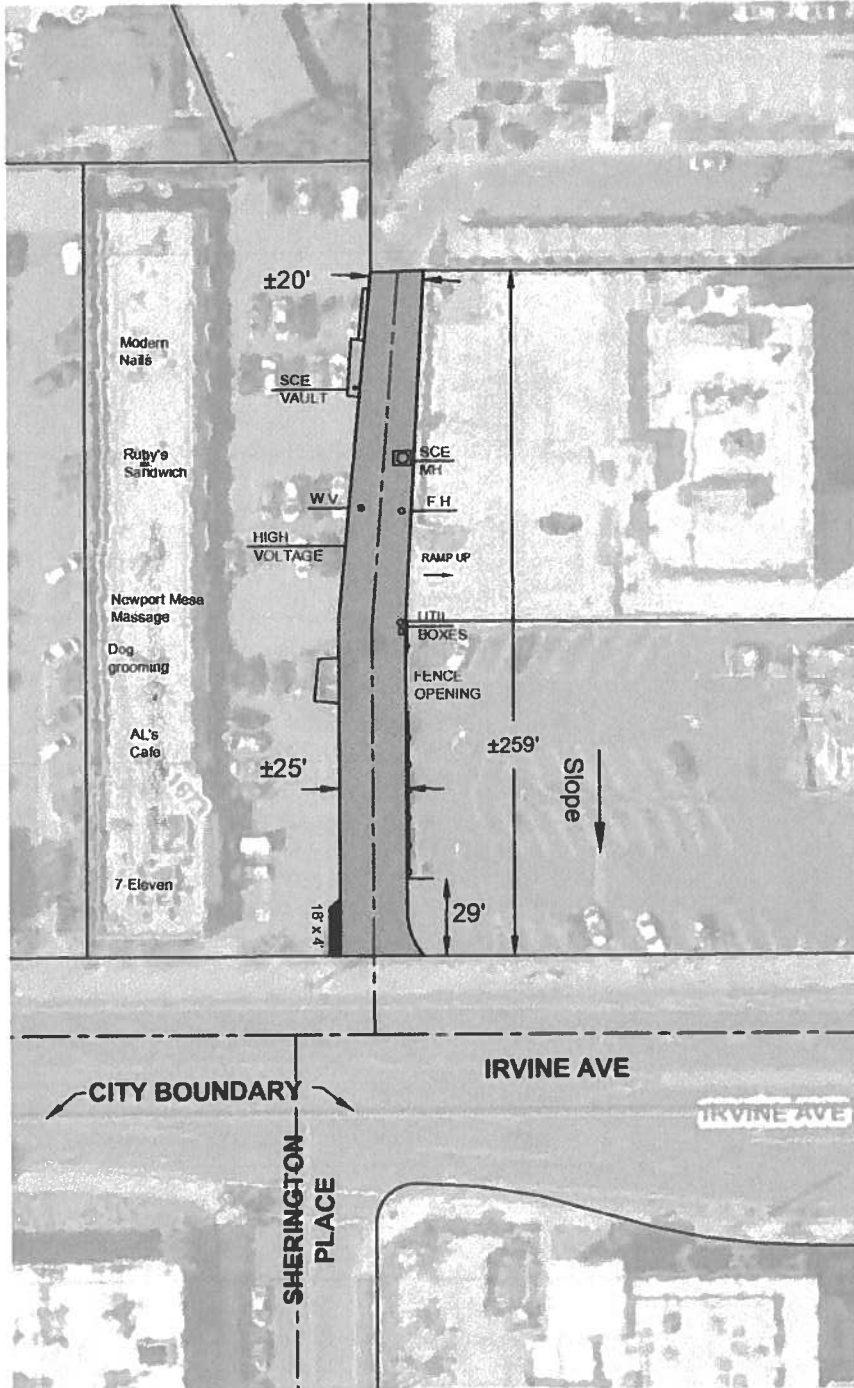
ALLEY # 13	ALLEY REHABILITATION PROJECT #20-20		SHEET 1 OF 7
PAVEMENT LAYOUT	CITY OF COSTA MESA DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION		

EXHIBIT "A"

FOR
REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
CITY PROJECT NO. 20-20



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N.T.S.


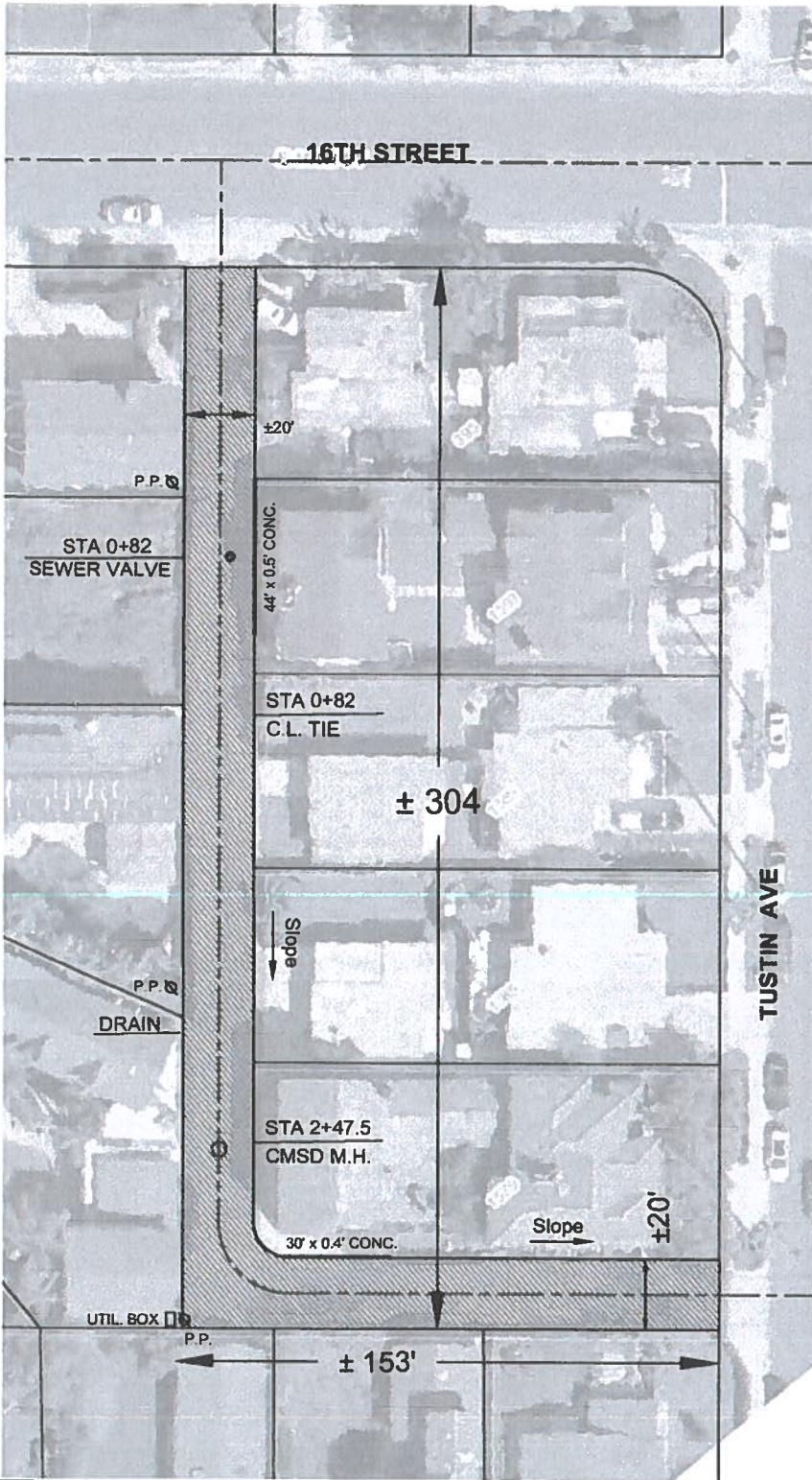
<p>ALLEY # 55</p>	<p>ALLEY REHABILITATION PROJECT #20-20</p>		<p>SHEET 2 OF 7</p>
<p>PAVEMENT LAYOUT</p>	<p>CITY OF COSTA MESA DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION</p>		

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



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N.T.S.

ALLEY # 60

ALLEY REHABILITATION
 PROJECT #20-20



SHEET
 3 OF 7

PAVEMENT LAYOUT

CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



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N.T.S.


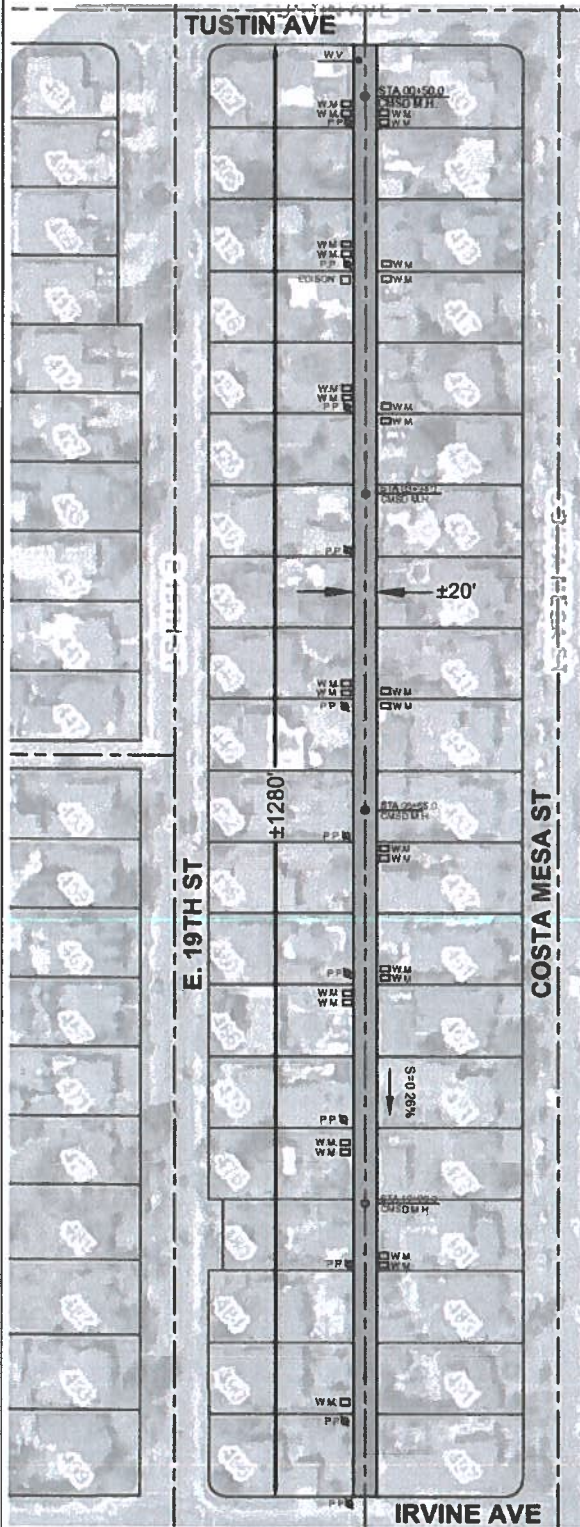
ALLEY # 105	ALLEY REHABILITATION PROJECT #20-20		SHEET 4 OF 7
PAVEMENT LAYOUT	CITY OF COSTA MESA DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION		

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



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ALLEY # 114

PAVEMENT LAYOUT

ALLEY REHABILITATION
 PROJECT #20-20

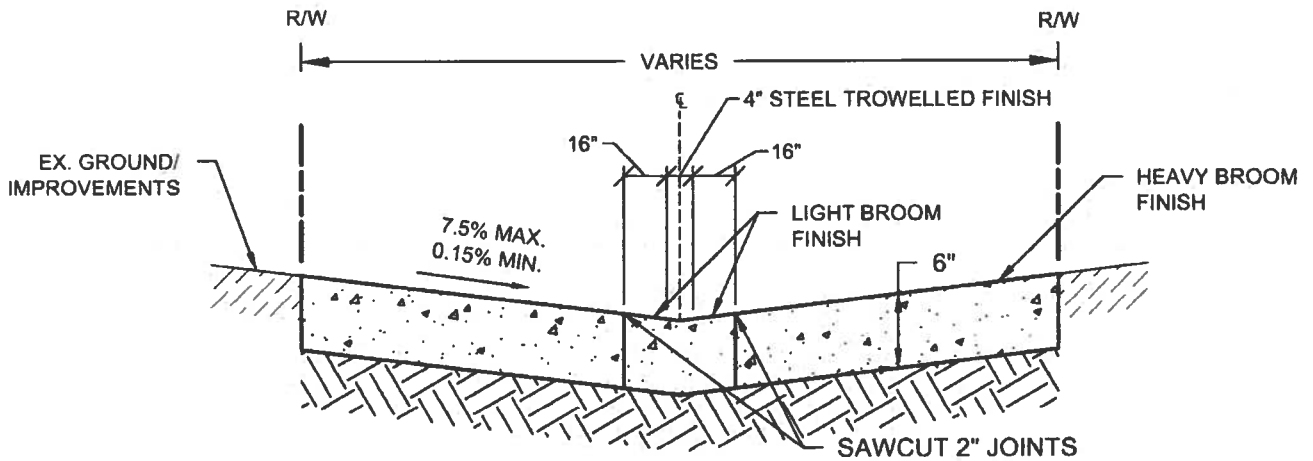
CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION



SHEET
5 OF 7

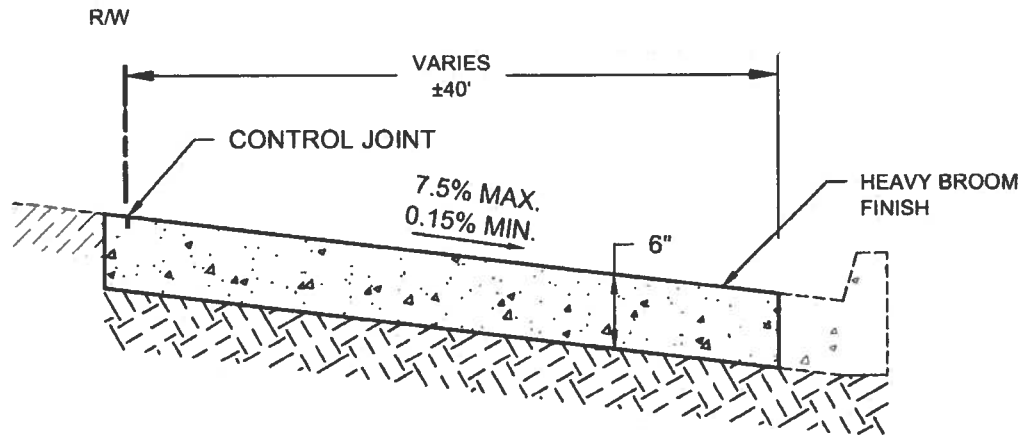
EXHIBIT "A"

FOR
REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
CITY PROJECT NO. 20-20



TYPICAL SECTION

(ALLEY 18, 37, 59, 83 & 112)
N.T.S.



TYPICAL SECTION

(ALLEY 26)
N.T.S.

TYPICAL SECTIONS

PAVEMENT LAYOUT

ALLEY REHABILITATION
PROJECT #20-20

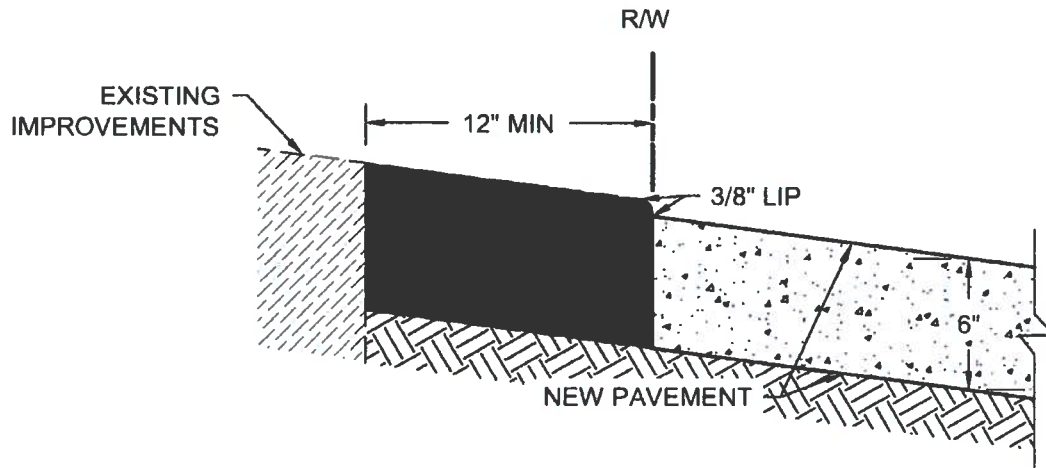
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION



SHEET
6 OF 7

EXHIBIT "A"

FOR
REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
CITY PROJECT NO. 20-20



12" MIN WIDE A.C. SLOT PAVING (6" DEEP) DETAIL
(TYPICAL SECTION FOR ALL ALLEYS WHERE PCC ALLEY MEETS EXISTING A.C. PAVEMENT)
N.T.S.

TYPICAL SECTIONS

PAVEMENT LAYOUT

ALLEY REHABILITATION
PROJECT #20-20

CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION



SHEET
7 OF **7**

MISCELLANEOUS

CONTRACT

DOCUMENTS (SAMPLE)

ORIGINAL – COPY TO USE

AGREEMENT

THIS AGREEMENT, dated _____, 2020, is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and _____ a California Corporation, ("CONTRACTOR").

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of: The work to be performed consists.

The preceding shall include furnishing all labor, materials, tools, equipment, and incidentals necessary to perform and to complete the work to the satisfaction of the Engineer.

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

The Project is

CITY ROJECT NO.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as "The Green Book"; Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; Federal funding supplement (Davis Bacon Act and equal opportunity clause), unless this item is

stricken out by the Project Manager; and all addenda setting forth any modifications or interpretations of those documents. 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 "Standard Specifications for Public Works Construction" (The Green Book).

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 _____, who shall be referred to herein as the Project Manager ("Project Manager").

4. 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 7.

5. 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 designee, and subject to his approval.

6. CONTRACT PRICE - \$ _____

7. TIME OF PERFORMANCE.

Work shall begin within ten (10) working days after the date this Agreement is executed by CITY unless a later time is agreed upon in writing by the parties, and the Work shall be completed within SEVENTY (70) WORKING DAYS from the first day of commencement of the Work.

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

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.

If CONTRACTOR is adjudged a 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.

9. 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 8 of this Agreement, charge to CONTRACTOR or his

sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$250 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.

10. 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 8, 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 9, 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.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. INSPECTION BY CITY.

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

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

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

stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

15. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his 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 10% retention. Upon approval of the progress payment order by the CITY Engineer, or his 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 ten percent (10%) 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 his 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 thirty-five 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), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars (\$5,000).

16. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 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. This clause applies to both DBE and non-DBE subcontractors.

17. 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 Standard Specifications for Public Works Construction, published by Building News, Inc., Los

Angeles, California, more commonly known as "The Green Book." CONTRACTOR shall, at his 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 his furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

18. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement, except that the indemnity obligation of CONTRACTOR shall be reduced by an amount proportional to the active negligence of CITY, if any.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar

State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

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

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

claims by the third party against the CITY.

19. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

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

B. Liability Insurance Coverage.

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

(1) Comprehensive 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 limit, per occurrence and aggregate.

(2) Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

"The CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees are additional insured with respect to the subject Project and Agreement."

(ii) 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."

(iii) 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."

20. PROOF OF INSURANCE.

Prior to award of the contract by the City Council of CITY, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the City Attorney.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

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

22. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and CONTRACTOR shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to CITY'S Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

23. 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 No. 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.

24. 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 13940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

25. 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.

26. 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.

27. 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:

The City of Costa Mesa
77 Fair Drive
Post Office Box 1300
Costa Mesa, California 92628-1300

Attention: Project Administration Division

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

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

28. 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.

29. 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.

30. 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.

31. ATTORNEY'S FEES.

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount determined by the Court to be reasonable.

32. 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.

33. 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.

34. 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

35. 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.

36. 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.

37. 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.

38. 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.

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

ATTEST:

CITY OF COSTA MESA

City Clerk of the City of Costa Mesa

Mayor of the City of Costa Mesa

APPROVED AS TO FORM:

CONTRACTOR:

City Attorney

Title: _____

APPROVED FOR CONTENT:

State License No.: _____

Expiration: _____

Federal Tax I.D. No.: _____

Project Manager

Address: _____

Telephone: _____

Mobil: _____

Email: _____

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 manufacture, 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 be 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
<p>B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.</p> <p>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.</p> <p>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.</p>			

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 (000)	
				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)	\$
	Owned			Bodily Injury (Each Occurrence)	\$
	Hired			Property Damage	\$
	Non-owned			Bodily Injury and Property Damage Combined	\$
	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

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____.

Bond Number _____

**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____.

**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. _____

<p style="text-align: center;">FEES</p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Issuance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</p> <p>Account # </p>	<p style="text-align: center;">PERMIT APPROVED FOR CITY ENGINEER</p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
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Permittee shall contact the City Inspector's office (754-5025) 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 8:30 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 CMMC 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) 631-1200

UNDERGROUND SERVICE ALERT
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 621-311

INSPECTION RECORD		Inspector of Records:	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.
Date	Remarks	Remarks	
			By: _____ Inspector _____ Date

0183-62 wv, rev. 5/96
White - Inspectors;
Cyan - Engineering;
Pink - Finance
Gold/rod - 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 92618-1200
 (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 _____

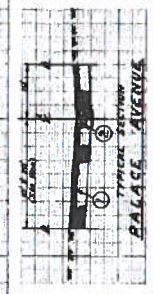
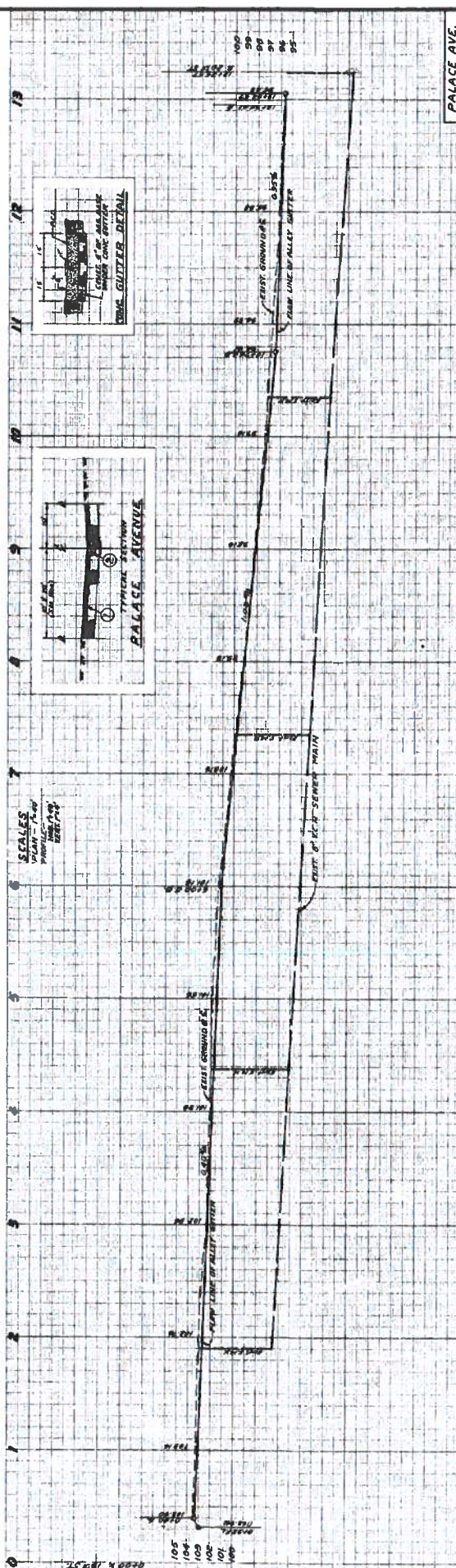
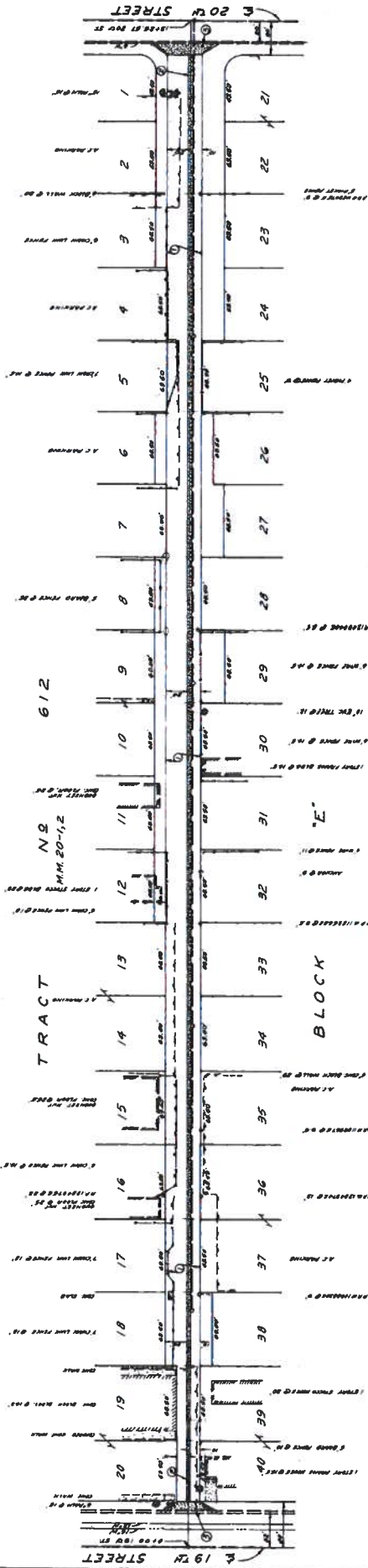
FOR CITY OFFICE USE ONLY

Planning Approval _____ Date Approved _____ CUP Required? _____ CUP # _____
 Building Approval _____ Date Approved _____ Comments _____
 Fire Department Approval _____ Date Approved _____

Alley # 13



1. CONST. 8" OF A.C. 6.5% SLO. CONT. OVER 6" OF AGG. BASE & 5" 250 SHRIKE CURB.
2. CONST. P.C.C. ALLEY GUTTER PER DETAIL THIS SHEET.
3. REMOVE EXIST. CURB & GUTTER & CONST. HOOD DRIVEWAY APPROACH PER DETAIL IN 12-N.



SCALES
PLAN - 1" = 10'
ELEVATION - 1" = 4'

PALACE AVE.
SHEET 2 OF 2 SHEETS

V. L. 107172 42

67-242

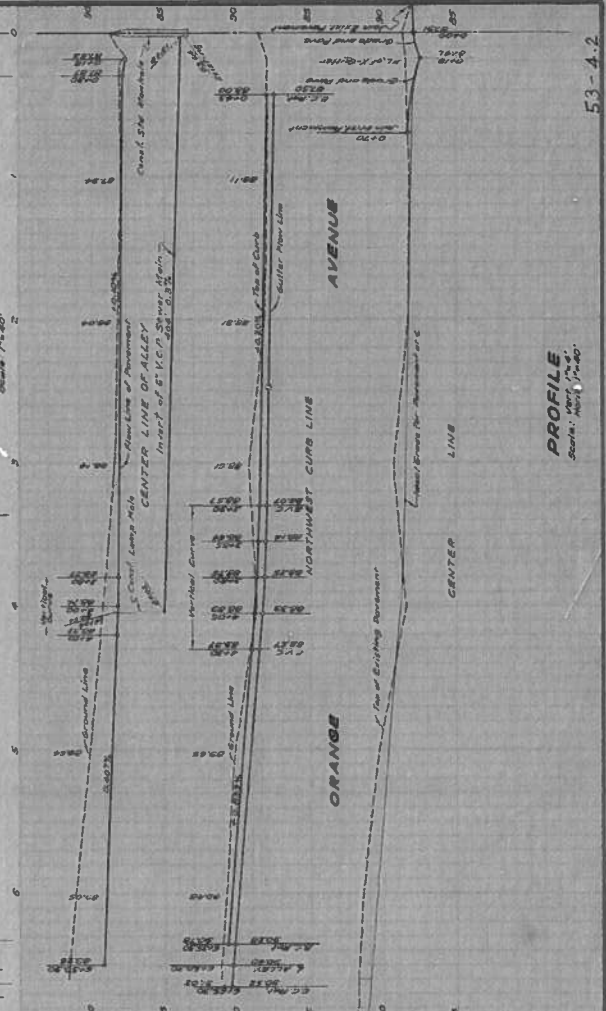
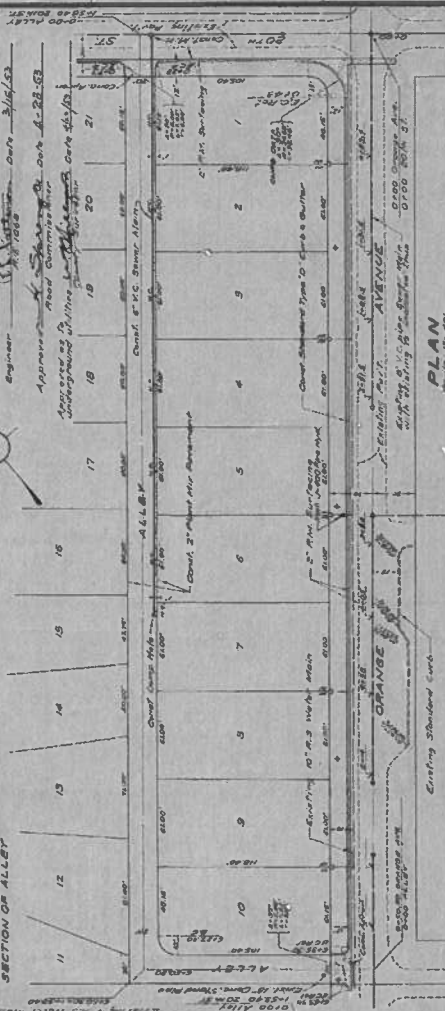
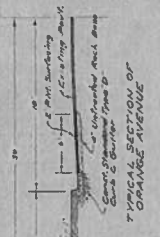
S

SHEET TOP OF 3 SHEETS

PLAN AND PROFILE
FOR THE IMPROVEMENT OF STREETS

TRACT No 1678
ORANGE COUNTY, CALIFORNIA
November, 1932

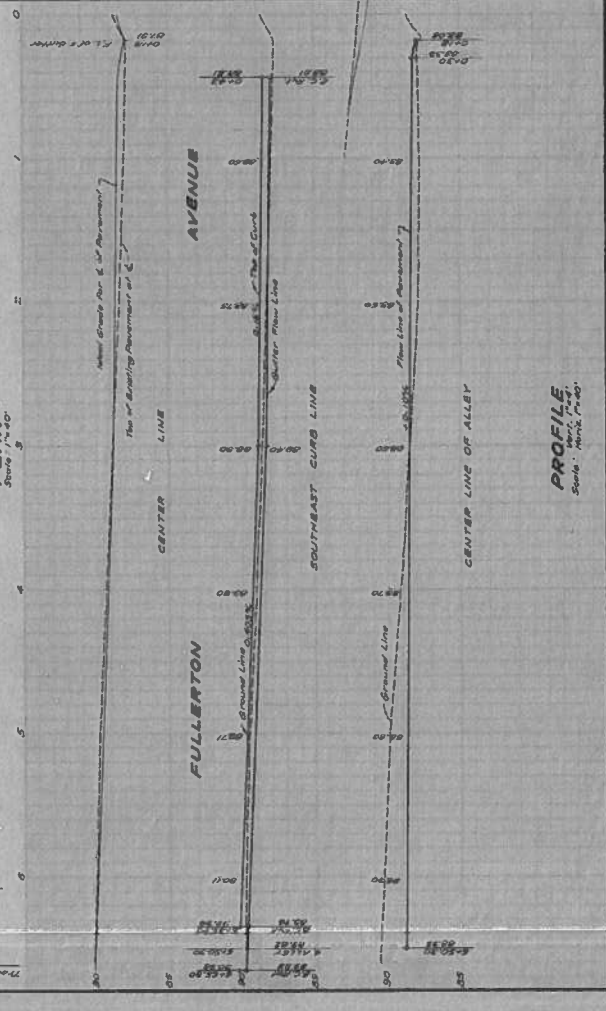
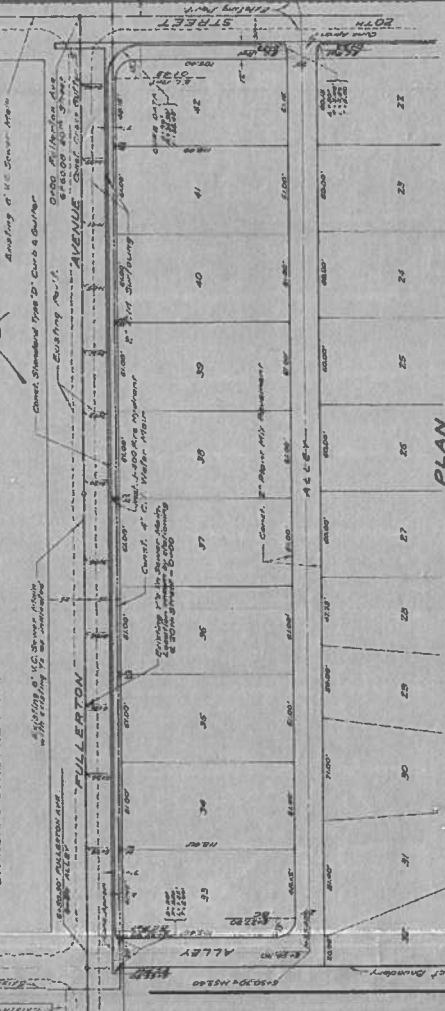
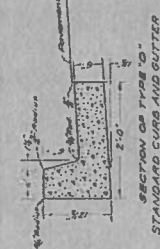
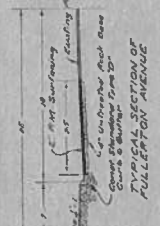
Proposed by the City of Orange
Orange, California
Engineer: R. H. ...
Approved: ...
Date: 4-28-33



PROFILE
Scale: 1" = 40'

53-4-2

Alley # 105

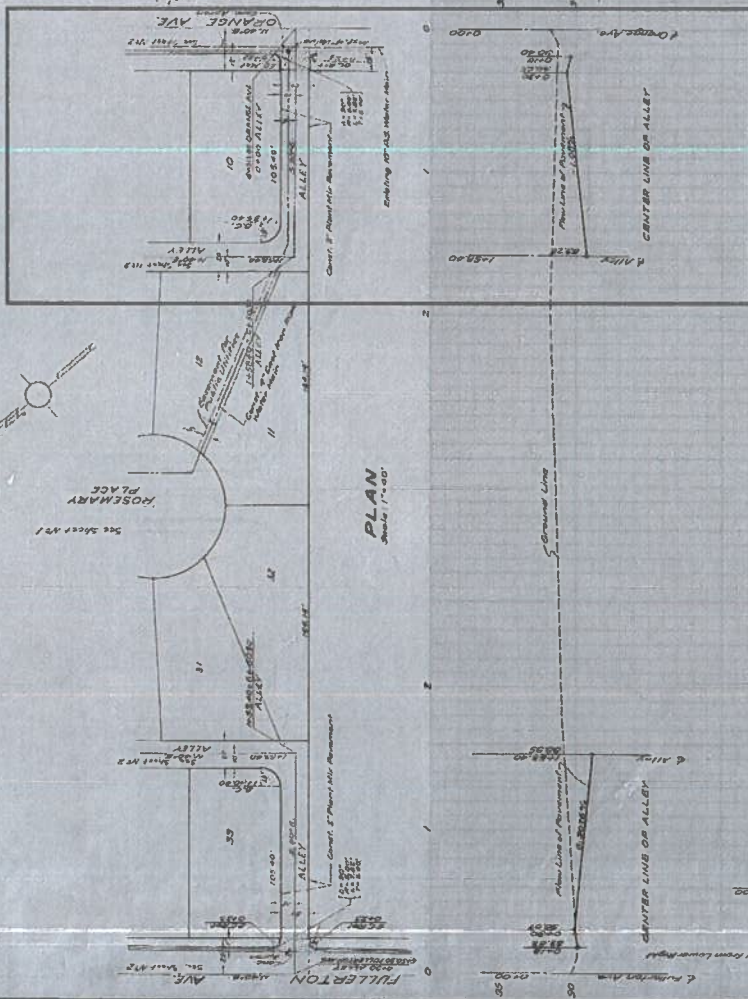
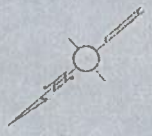
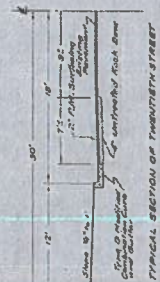


PROFILE
Scale: 1" = 40'

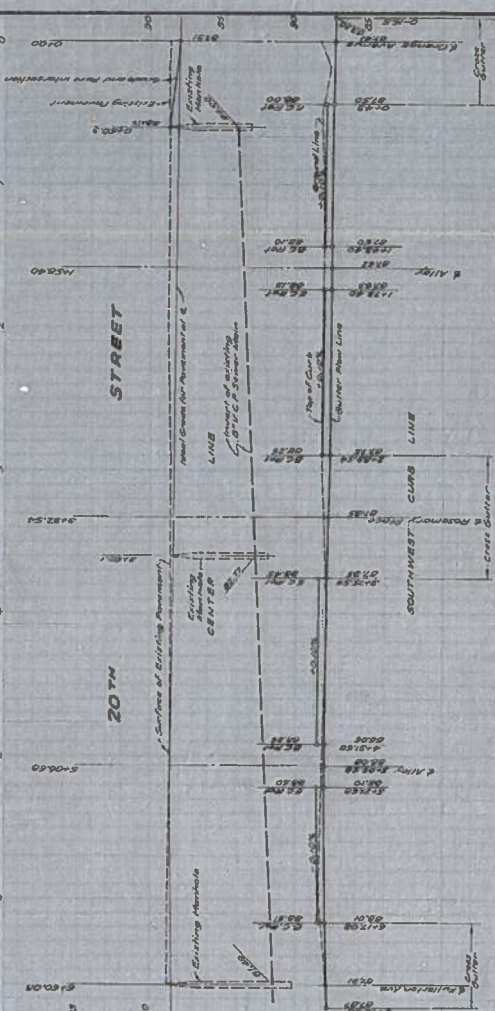
PLAN AND PROFILE FOR STREET IMPROVEMENTS TRACT N°1678

Engineer: R. V. ...
Approved: ...
Witness: ...

Alley # 105



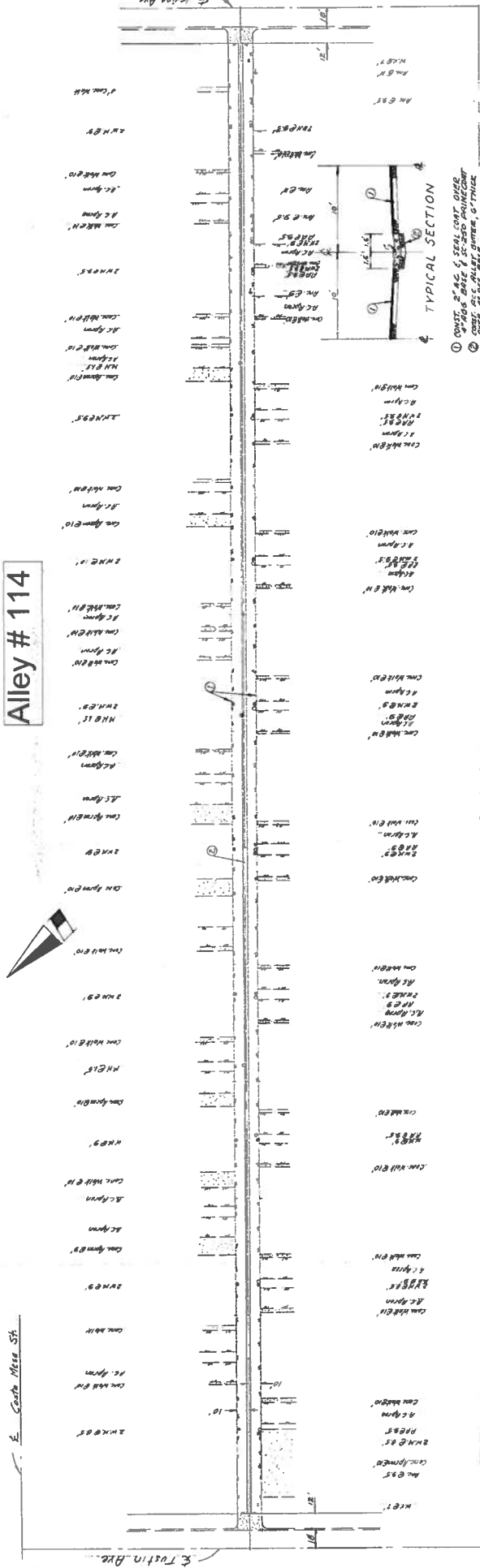
PLAN Scale: 1"=40'



PROFILE Scale: 1"=40'

Alley # 114

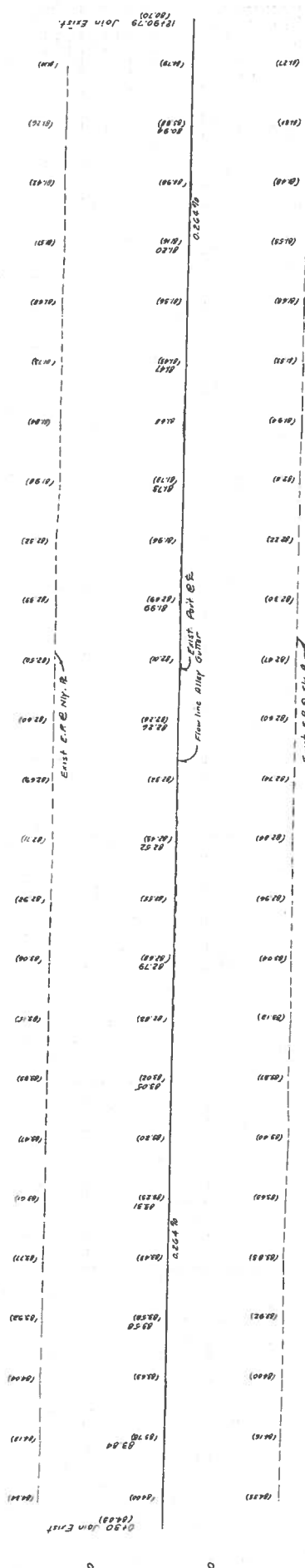
E. Coast Mesa St.



① CONCRETE BASE 4" SEAL COAT RIGID
 ② 1/2" ASPHALT SURFACE 2" 20-40 GRADE
 ③ 1/2" ASPHALT SURFACE 2" 20-40 GRADE
 ④ 1/2" ASPHALT SURFACE 2" 20-40 GRADE

PLAN SCALE 1" = 40'
 6 PROFILE SCALES 1" = 4'

0 1 2 3 4 5 6 7 8 9 10 11 12 13



PLAN AND PROFILE
 FOR THE
 IMPROVEMENT OF
 ALLEY
 IN
 TRACT NO. 1284
 BETWEEN 19th St
 AND 20th St
 SOUTH WEST CORNER
 APPROVED

ESTIMATED QUANTITIES
 EXCAVATION
 21,000 cu yd
 PAVE BASE
 2,000 sq yd
 PAVE COAT
 2,000 sq yd
 SEAL COAT
 2,000 sq yd
 ADJUST M.H. TO GRADE
 3 EA

EXHIBIT C

ADDENDA



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE CITY ENGINEER

DATE: November 04, 2020

TO: ALL PROSPECTIVE BIDDERS

ADDENDUM NO. 1 – ALLEY REHABILITATION PROJECT (ALLEYS 13, 55, 60, 105, 114) CITY PROJECT NO. 20-20

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 fax a copy of this sheet to (714) 754-5028. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPList.com 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:

BID OPENING DATE: NO CHANGE

BID OPENING PLACE: NO CHANGE

REVISIONS TO PROPOSAL AND BID ITEMS:

The proposal has been revised to include **ALLEY No. 6 AS AN ADDITIVE ITEM.**

Contractors shall utilize revised proposal pages P-1a (rev) and P-1b when submitting their bid. (see attached Proposal pages)

Sine Alley No. 6 is an additive item The contract award shall be solely based on the lowest base bid.

REVISIONS TO PLANS:

The drawings for the proposed work have been added as indicated "Exhibit A (Rev)" to include the drawing of Alley #6 (see attachment).

"AS-BUILT" plans have been added as indicated "Alley No. 6 AS-BUILT" (see attachment).

It is the bidder's responsibility to include any changes to the bid amount.

REVISIONS TO SPECIFICATIONS:

In addition to Alley No. 6 as an additive bid item, the following revisions have been made to the specifications:

Holding Contract Prices:

Under general provision section "2-1.2 PROCEDURE FOR PROPOSAL SUBMITTAL" Page 3, Note has been added to the specifications to read:

"The contractor is required to hold bid prices for a certain period of time after bidding on the project. Bid prices shall be valid for 95 days from the bid opening date and NTP is anticipated March 1, 2021."

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders and should it be necessary to request clarification on these matters, please contact Arash Rahimian at (714) 754-5096 and Bobby Fouladi at (714) 754-5222.

Please acknowledge receipt of all addenda on the Proposal Page "P-4."

Sincerely,

Bobby Fouladi
Associate Engineer

Attachments: Revised Proposal Pages P-1a and P-1b
Revised Drawings "Exhibit A (Rev)" For additive item Alley No. 6
AS-Built Drawings "Alley # 6 AS-BUILT" For additive item Alley No. 6

**PROPOSAL SCHEDULE
REHABILITATION OF
ALLEY NOS. 13, 55, 60, 105, AND 114
CITY PROJECT NO. 20-20**

Item	Description	Approx. Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS	\$ _____	\$ _____
2	Clearing and Grubbing	1	LS	\$ _____	\$ _____
3	Sawcut & Remove Existing Alley Section & Construct 6" thick P.C.C. with Buckeye UltraFiber 500 over Compacted Native	95,000	SF	\$ _____	\$ _____
4	Sawcut & Remove Existing and Construct A.C. Slot Paving Over Compacted Native	39	TON	\$ _____	\$ _____
5	Sawcut & Remove Existing and Construct Concrete Sidewalk (4"PCC/4"CMB)	100	SF	\$ _____	\$ _____
6	Sawcut & Remove Existing and Construct Concrete Curb & Gutter (6-8"CF Over 6" CMB)	80	LF	\$ _____	\$ _____
7	Sawcut & Remove Existing and Construct 6" PCC Alley Intersection/Commercial Driveway, Over 6" CMB	600	SF	\$ _____	\$ _____
8	Crushed Miscellaneous Base (CMB)	50	CY	\$ _____	\$ _____
9	Adjust Communication Utility Box to Grade	12	EA	\$ _____	\$ _____
10	Adjust Water Valve/ Water Meter/ Utility Box to Grade	37	EA	\$ _____	\$ _____
11	Adjust Sewer Manhole to Grade	9	EA	\$ _____	\$ _____
12	Root Barrier	5	LF	\$ _____	\$ _____
13	Signage	1	EA	\$ _____	\$ _____
14	Traffic Control & Staging	1	LS	\$ _____	\$ _____
15	Striping	1	LS	\$ _____	\$ _____
16	Additional Work Items	1	FA	\$ 60,000	\$ 60,000
Base Bid:		\$ _____			

Bidder's Initials

ADDITIVE BID ITEM

Additive Bid Items: The award of the following additive bid item shall be separate from the preceding base bid, and shall be authorized exclusively at the direction of the City based on fees submitted and budget availability. The City reserves the right to exclude the additive bid items for inclusion in the project. **The contract award shall be solely based on the lowest base bid.** Should the City authorize the additive bid items, the amount of the contract award shall be specified as the cumulative total of the base bid and the additive bid items.

**REHABILITATION OF
ALLEY NO. 6
CITY PROJECT NO. 20-20**

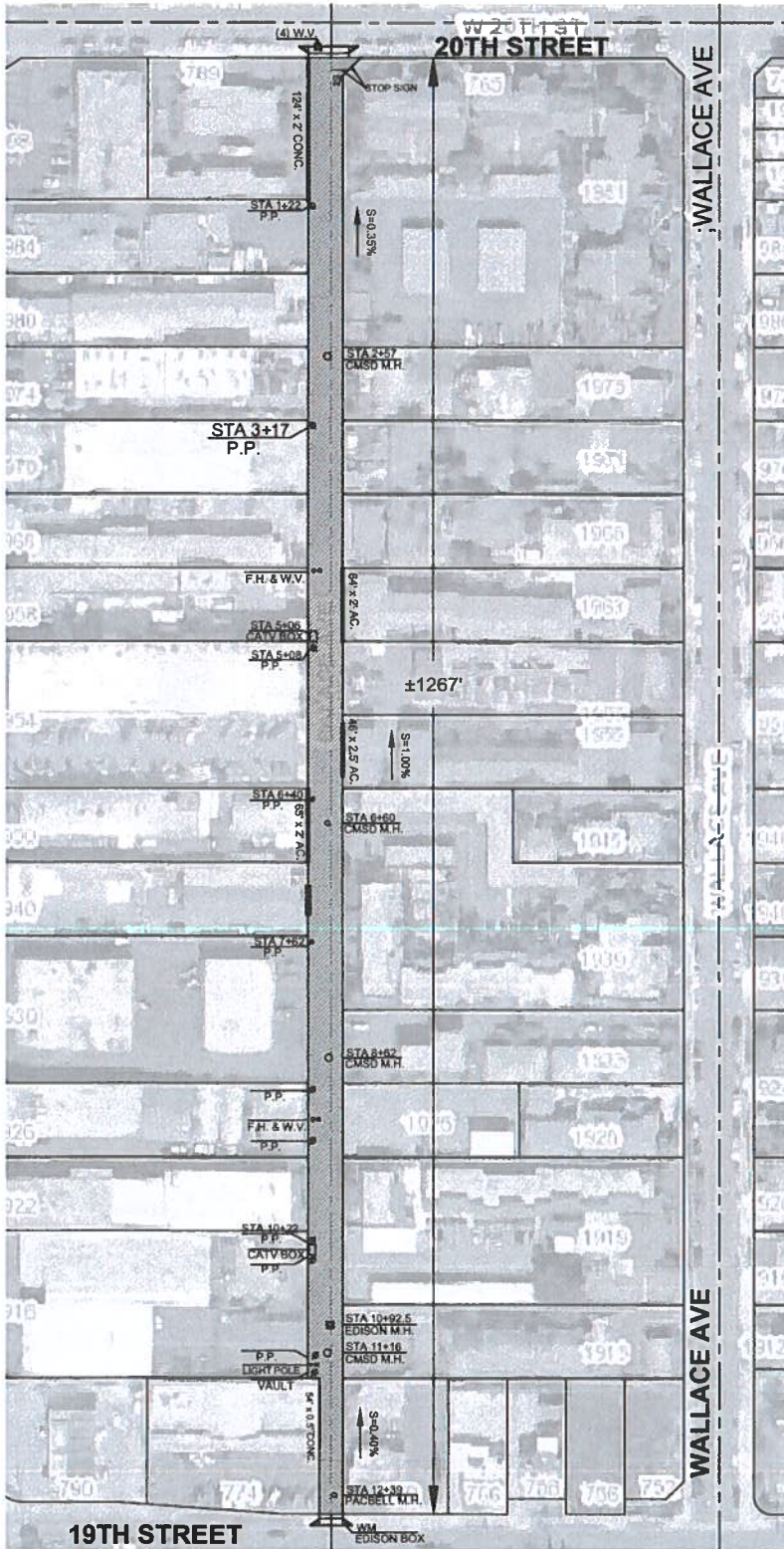
Item	Description	Approx. Quantity	Unit	Unit Price	Total Amount
2	Clearing and Grubbing	1	LS	\$ _____	\$ _____
3	Sawcut & Remove Existing Alley Section & Construct 6" thick P.C.C. with Buckeye UltraFiber 500 over Compacted Native	12,810	SF	\$ _____	\$ _____
4	Sawcut & Remove Existing and Construct A.C. Slot Paving Over Compacted Native	8	TON	\$ _____	\$ _____
5	Sawcut & Remove Existing and Construct Concrete Sidewalk (4"PCC/4"CMB)	80	SF	\$ _____	\$ _____
7	Sawcut & Remove Existing and Construct 6" PCC Alley Intersection/Commercial Driveway, Over 6" CMB	100	SF	\$ _____	\$ _____
16	Traffic Control	1	LS	\$ _____	\$ _____
Subtotal Additive Bid		\$ _____			

Bidder's Initials

EXHIBIT 'A'
(Rev)

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



CONTRACTOR'S NOTICE:

1. THE QUANTITIES SHOWN ON THIS LAYOUT ARE FOR REFERENCE ONLY. THE CONTRACTOR IS RESPONSIBLE TO MEASURE THE AS BUILT QUANTITIES FOR PAYMENT PURPOSES.
2. SLOPE PERCENTAGES ARE SHOWN AS AVAILABLE STRAIGHT GRADE FLOW. CONTRACTOR TO FIELD VERIFY AND MAINTAIN POSITIVE FLOW IN THE DIRECTIONS INDICATED.
3. CONSTRUCTION SEQUENCE, CONCRETE POUR SCHEDULE, AND STAGING PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY. ANY NEEDS DEEMED BY THE CITY FOR MULTIPLE/ SEPARATE DEMOLITION AND POUR LIMITS/ACTIVITIES TO ACCOMMODATE PARKING AND ACCESS FOR BUSINESSES AND RESIDENTS SHALL BE AT NO ADDITIONAL COST.



N.T.S.

ALLEY # 13

ALLEY REHABILITATION
 PROJECT #20-20



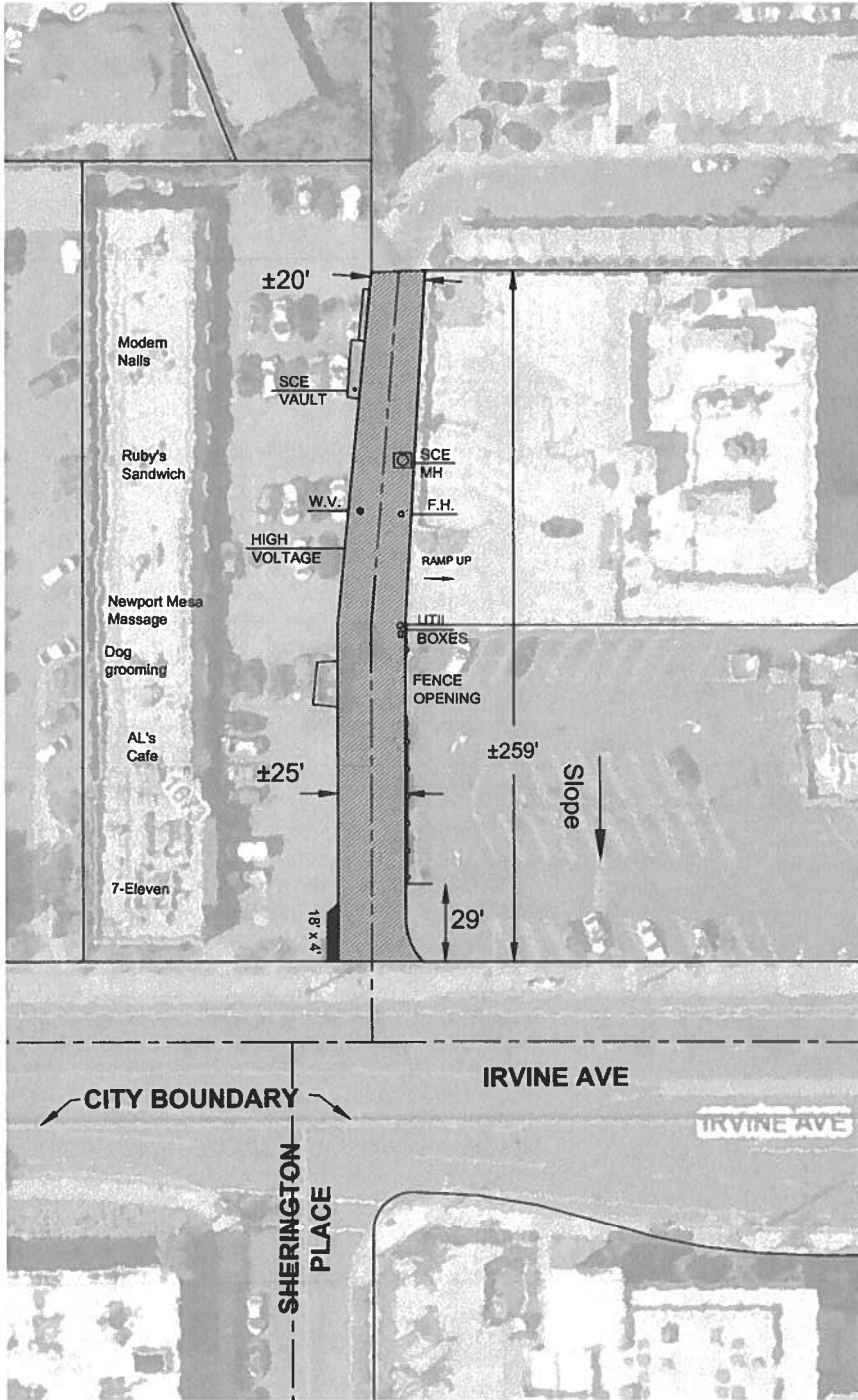
SHEET
1 OF 8

PAVEMENT LAYOUT

CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



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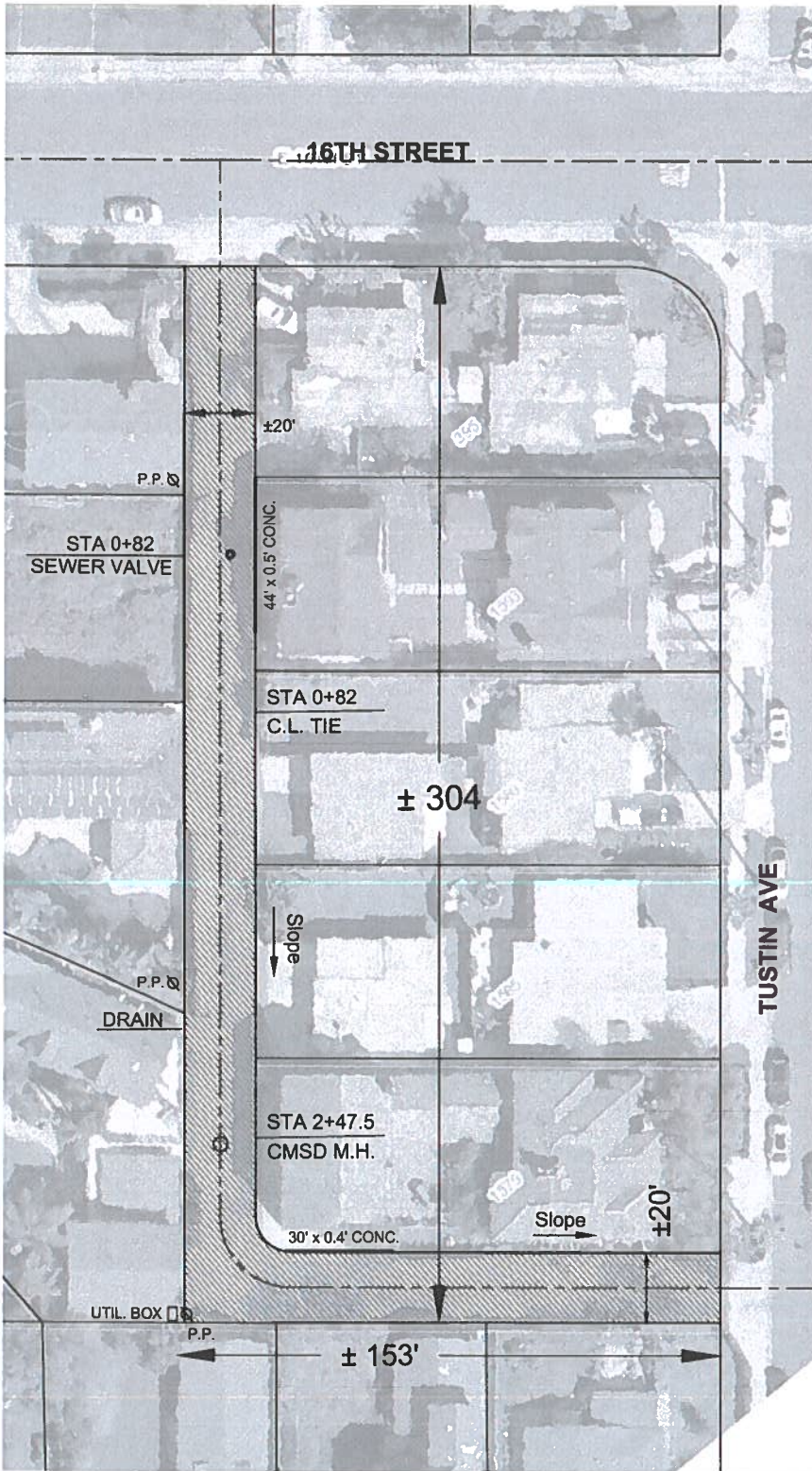


N.T.S.

ALLEY # 55	ALLEY REHABILITATION PROJECT #20-20		SHEET 2 OF 8
PAVEMENT LAYOUT	CITY OF COSTA MESA DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION		

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



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N.T.S.

ALLEY # 60

ALLEY REHABILITATION
 PROJECT #20-20



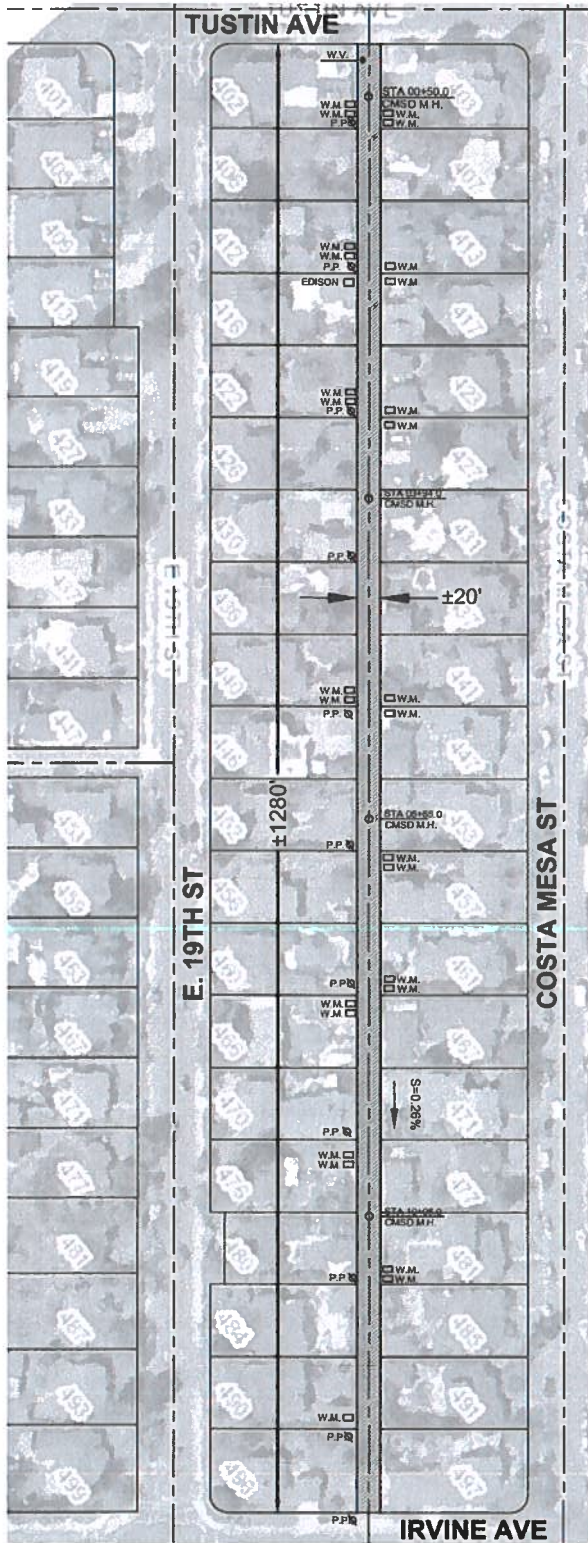
SHEET
 3 OF 8

PAVEMENT LAYOUT

CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

EXHIBIT "A"

FOR
 REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
 CITY PROJECT NO. 20-20



CONTRACTOR'S NOTICE:

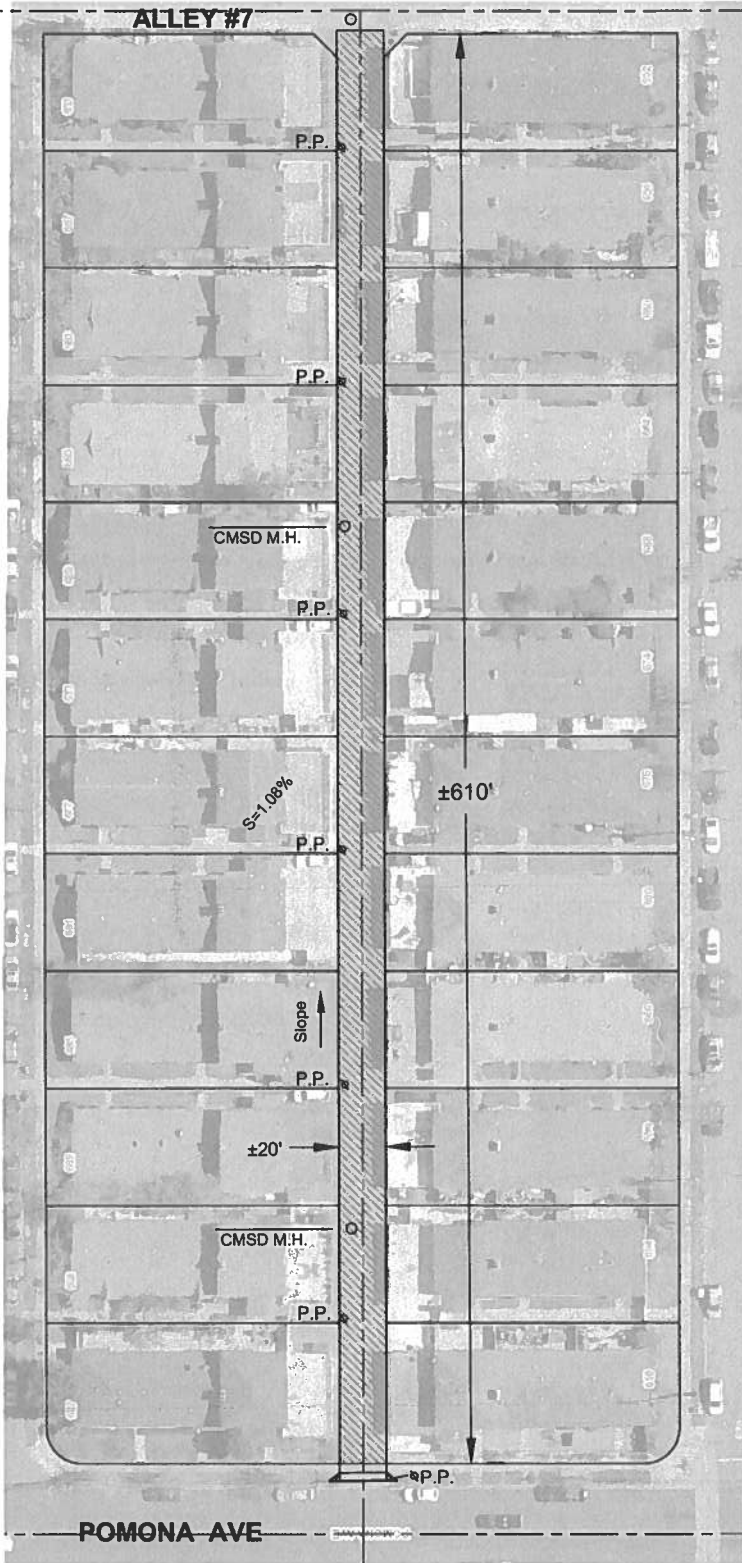
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<p>ALLEY # 114</p>	<p>ALLEY REHABILITATION PROJECT #20-20</p>		<p>N.T.S. SHEET 5 OF 8</p>
<p>PAVEMENT LAYOUT</p>	<p>CITY OF COSTA MESA DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION</p>		

EXHIBIT "A"

FOR
REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
CITY PROJECT NO. 20-20



ADDENDUM NO. 1

FOR ADDITIVE ITEM
ALLEY NO. 6

CONTRACTOR'S NOTICE:

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N.T.S.

ALLEY # 6

PAVEMENT LAYOUT

ALLEY REHABILITATION
PROJECT #20-20

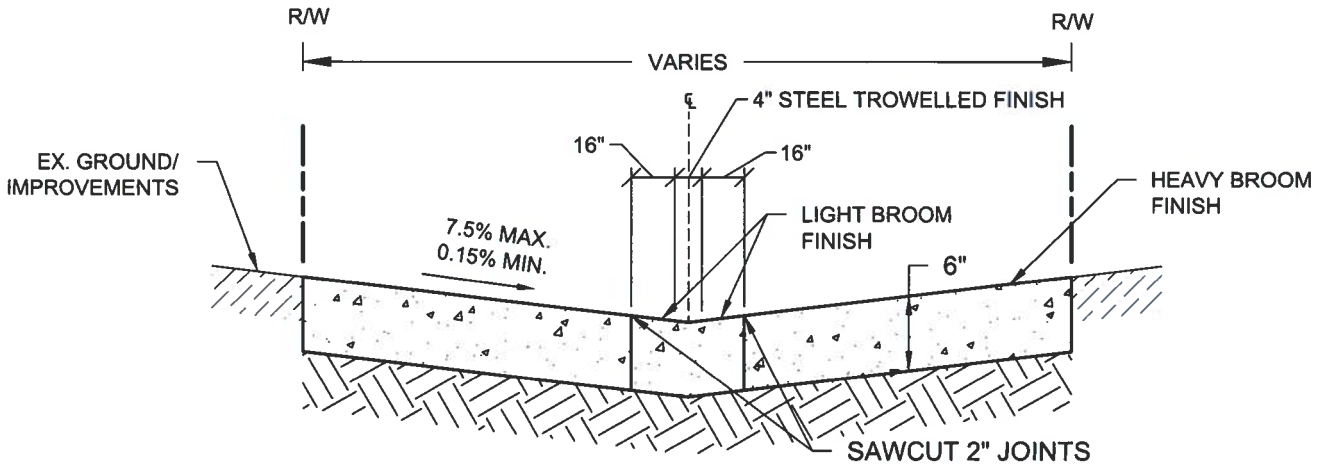
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION



SHEET
6 OF 8

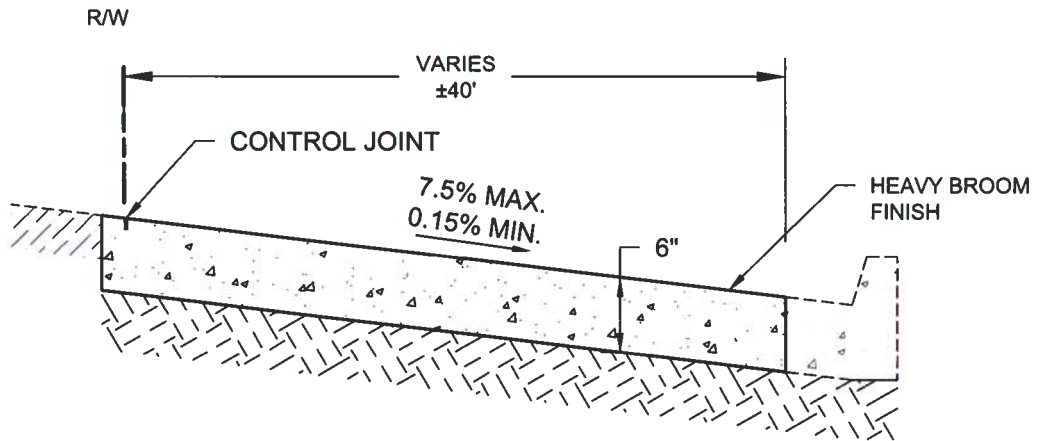
EXHIBIT "A"

FOR
REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
CITY PROJECT NO. 20-20



TYPICAL SECTION

(ALLEY 18, 37, 59, 83 & 112)
 N.T.S.



TYPICAL SECTION

(ALLEY 26)
 N.T.S.

TYPICAL SECTIONS

PAVEMENT LAYOUT

ALLEY REHABILITATION
 PROJECT #20-20

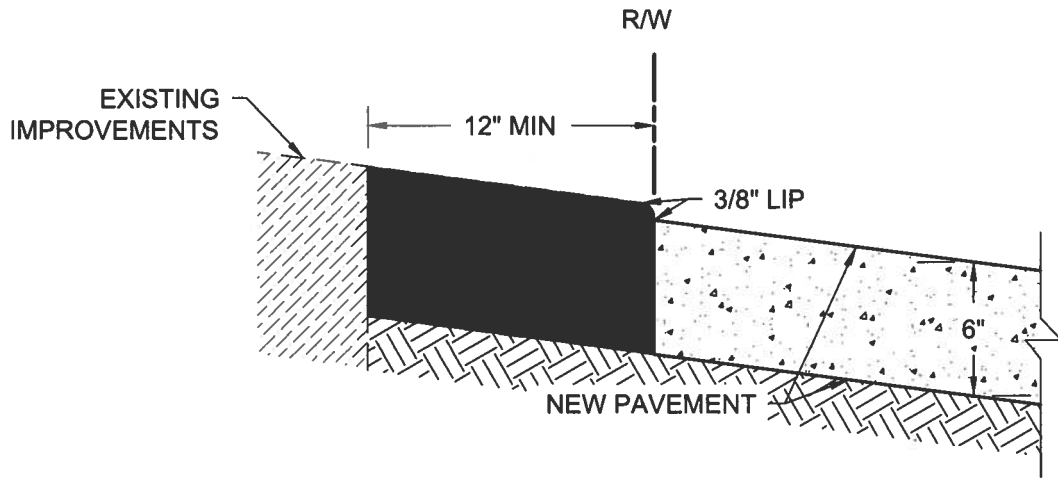
CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION



SHEET
7 OF 8

EXHIBIT "A"


FOR
REHABILITATION OF ALLEY NOS. 13, 55, 60, 105, 114
CITY PROJECT NO. 20-20



12" MIN WIDE A.C. SLOT PAVING (6" DEEP) DETAIL

(TYPICAL SECTION FOR ALL ALLEYS WHERE PCC ALLEY MEETS EXISTING A.C. PAVEMENT)

N.T.S.

TYPICAL SECTIONS	ALLEY REHABILITATION PROJECT #20-20		SHEET 8 OF 8
PAVEMENT LAYOUT	CITY OF COSTA MESA DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION		



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE CITY ENGINEER

DATE: November 09,2020

TO: ALL PROSPECTIVE BIDDERS

ADDENDUM NO. 2 – ALLEY REHABILITATION PROJECT (ALLEYS 13, 55, 60, 105, 114) CITY PROJECT NO. 20-20

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 fax a copy of this sheet to (714) 754-5028. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with CIPList.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPList.com 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:

BID OPENING DATE: NO CHANGE

BID OPENING PLACE: NO CHANGE

- **Responses to "Requests for Information" (RFIs) from prospective bidders:**

Question No. 1: Please advise if the City of Costa Mesa will be providing a project staging area for Contractor's use. If yes, please provide proposed location & approximate dimensions for fencing needs.

Answer to No. 1: The city will not be providing a staging area. It is the contractor's responsibility to find a staging area for equipment and material storage.

Question No. 2: Please advise whether manhole adjustments are to be performed by SCE, or by Contractor. Specification is unclear with regard to performance responsibility.

Answer to No. 2: the contractor is responsible for coordinating with respective utility agencies to ensure the manholes meet final grade.

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders and should it be necessary to request clarification on these matters, please contact Arash Rahimian at (714) 754-5096 and Bobby Fouladi at (714) 754-5222.

Please acknowledge receipt of all addenda on the Proposal Page "P-4."

Sincerely,

Bobby Fouladi
Associate Engineer

EXHIBIT D

BONDS

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK**

(The premium charge on this bond is \$11,341.00 being at the rate of \$ 14.40/8.70 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 20, which is hereby incorporated by reference herein, with Black Rock Construction Company, 929 Mariner St., Brea, CA 92821

hereinafter designated as the "Principal," for the work described as follows:
Rehabilitation of Alley No's 06, 13, 55, 60, 105, 114 - City Project #20-20

_____ : 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 Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania 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 Nine Hundred Seventy-Six Thousand & NO/100ths Dollars (\$ 976,000.00), 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, 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 20th day of December, 20 20.

Black Rock Construction Company

Bill Goshen Jr., Vice President

Philadelphia Indemnity Insurance Company

Shane Wolf, Attorney-in-Fact

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 }

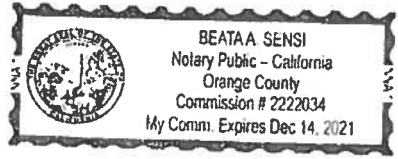
On DEC 10 2020 before me, Beata A. Sensi, Notary Public
(Here insert name and title of the officer)

personally appeared Bill Goshen, Jr.
 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.

Beata A. Sensi
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)
Black Rock Construction Company
 (Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
Vice President
 (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.

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- 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.
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 - ❖ 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.

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 10, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

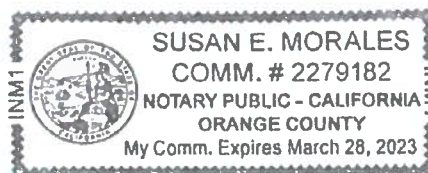
personally appeared Shane Wolf
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~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

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #PB02497501236

(Title or description of attached document)

Philadelphia Indemnity Insurance Co.

(Title or description of attached document continued)

Number of Pages 1 Document Date 12/10/20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

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- Securely attach this document to the signed document with a staple.

Executed in Triplicate

Bond Number PB02497501236

Premium included in Performance Bond

**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 Black Rock Construction Company, 929 Mariner St., Brea, CA 92821 hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: Rehabilitation of Alley No's 06, 13, 55, 60, 105, 114 - City Project #20-20

_____ ; 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 Black Rock Construction Company

_____ the undersigned Contractor, as Principal, and Philadelphia Indemnity Insurance Company a corporation organized and existing under the laws of the State of Pennsylvania 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 Nine Hundred Seventy-Six Thousand & NO/100ths Dollars (\$ 976,000.00), 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 20th day of December, 2020.

Black Rock Construction Company

Bill Goshen Jr., Vice President

Philadelphia Indemnity Insurance Company

Shane Wolf, Attorney-in-Fact

City of Costa Mesa Form - Public Work 2/00

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 DEC 10 2020 before me, Beata A. Sensi, Notary Public
(Here insert name and title of the officer)

personally appeared Bill Goshen, Jr.
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.

Beata A. Sensi
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)
Black Rock Construction Company

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Vice President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On December 10, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #PB02497501236

(Title or description of attached document)

Philadelphia Indemnity Insurance Co.

(Title or description of attached document continued)

Number of Pages 1 Document Date 12/10/20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

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- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Todd M. Rohm, Shane Wolf, Cheryl L. Thomas, Beata A. Sensi and Cathy S. Kennedy of Rohm Insurance Agency, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

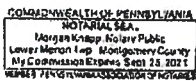
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20 DEC 10 2020



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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.