

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 21-01**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated July 20, 2021 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and P.T.M. GENERAL ENGINEERING SERVICES, INC., 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 furnishing and installing a new traffic signal at the intersection of Baker Street and Randolph Avenue, including the furnishing and installing of new signal poles and foundations, controller, cabinet, signal heads, conduit, conductors and cable, service, video detection system, emergency vehicle preemption system and all work required by the Contract Documents (the "Work").

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

The Project is known as New Traffic Signal for Baker Street at Randolph Avenue, City Project No. 21-01.

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) Summary of Public Contract Code section 9204 (Exhibit E);
- (g) Drug-Free Workplace Policy (Exhibit F); and
- (h) 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 Seung Yang, 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 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 Three Hundred Sixty-Three Thousand Thirty-Six Dollars (\$363,036.00).

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 the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within one hundred twenty (120) working days from the first day of commencement of the Work.

#### 12. TERMINATION.

##### (a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

- (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Five Hundred Dollars (\$500.00) as liquidated damages for each day beyond the date provided for the completion of such Work.

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

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. 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: Seung Yang, P.E., City Engineer

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

PTM General Engineering Services, Inc.  
5942 Alcorn Street  
Riverside, CA 92504  
Attn: Elizabeth Mendoza de McRae, President/CFO

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

Great American Insurance Company  
818 W. 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. RESOLUTION OF CONTRACTOR CLAIMS.

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.


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

CITY OF COSTA MESA,  
A municipal corporation


  
\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: 09/27/21

CONTRACTOR  
PTM General Engineering Services, Inc.

  
\_\_\_\_\_  
Signature  
Elizabeth H. Mendoza de McRae,  
President/CFO  
\_\_\_\_\_  
Name and Title

Date: 08.13.2021

  
\_\_\_\_\_  
Signature  
Brian Mendoza,  
Vice President/Secretary  
\_\_\_\_\_  
Name and Title

Date: 08.13.2021





ATTEST:

Brenda Green

Brenda Green  
City Clerk



Date: 9/28/2021

APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow  
City Attorney

Date: 9/21/21

APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang  
Risk Management

Date: 9/15/21

APPROVED AS TO PURCHASING:

Carol Molina

Carol Molina  
Finance Director

Date: September 15, 2021

DEPARTMENTAL APPROVAL:

for Seung W. Yang

Raja Sethuraman  
Public Services Director

Date: 8/19/2021

Seung W. Yang

Seung Yang  
Project Manager

Date: 8/19/2021



**EXHIBIT A**  
**CONTRACTOR'S BID**

**Bidder:**

PTM General Engineering Services, Inc.  
5942 Acorn St.  
Riverside, CA 92504  
(951) 710.1000  
CSLB: 891265  
DIR: 1000001433

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

**Time of Bid: 10:00AM**

**Date of Bid: May 17 , 2021**

**Project: New Traffic Signal for Baker Street at Randolph Avenue**

**\*\*ELECTRONIC BID SUBMISSION\*\***

**SECTION C**  
**PROPOSAL**  
**FOR THE**  
**NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE**  
**CITY PROJECT No. 20-11**

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE, CITY PROJECT NO. 20-11, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED TWENTY (120) 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:

<b>BID SCHEDULE PROPOSAL</b>					
ITEM #	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization	1	L.S.	\$ 4200 -	\$ 4200 -
2	Traffic Control	1	L.S.	\$ 8634 -	\$ 8634 -
3	Furnish and Install New Traffic Signal (Baker Street at Randolph Avenue)	1	L.S.	\$ 296,000	\$ 296,000



Bidder's Initials

## BID SCHEDULE PROPOSAL (Continued)

ITEM #	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
4	Signing and Striping	1	L.S.	\$ 12000 -	\$ 12000 -
5	Curb Ramp Modifications (includes any and all reconstruction work to adjoining asphalt slot pave, sidewalk, curb and gutter, etc.)	1	L.S.	\$ 35,200 -	\$ 35,200 -
6	Traffic Signal Interconnect	1	L.S.	\$ 7000	\$ 7000
<b>TOTAL BID PROPOSAL FIGURES:</b>				\$	363,036 -

**TOTAL BID PROPOSAL (Words):**

Three Hundred Sixty three Thousand Thirty six

The award of the Contract shall be based on the lowest responsive Bid amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

*The CITY also reserves the right to reject all Bids.*



Bidder's Initials

**PROPOSAL BID SCHEDULE  
(CONTINUED)**

**NOTES:**

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

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

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

5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
6. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, and P1-c and uploaded onto *PlanetBids*.



Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) Three Hundred Sixty Three  
Thousand Thirty Six (\$ 363,036- )

in figures

Contractor's Lawful Name: PTM GENERAL ENGINEERING SERVICES, INC.

Bidder's Name: PTM GENERAL ENGINEERING SERVICES, INC.

Bidder's Initials: \_\_\_\_\_

Contractor's License No. 891265 Expiration: 2.28.2022

Contractor's Taxpayer I.D. Number: 20-5693645

Contractor's DIR Registration Number: 1000001433

Signature: ELIZABETH H. MENDOZA DE MCRAE  
PRESIDENT / CFO

Date: 5.17.2021

Contractor's Address: 5942 ACORN STREET, RIVERSIDE, CA 92504

Telephone Number: ( 951 ) 710-1000 Mobile No.: ( 951 ) 722-5678

Fax Number: ( 951 ) 710-1006 E-mail: ELIZABETH@PTM-ENG.COM

**24-Hour Emergency Contacts:**

ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT/CFO  
Name

Telephone Number: ( 951 ) 710-1000

Mobile No.: ( 951 ) 722-5678

BRIAN MENDOZA, SECRETARY / VP  
Name

Telephone No.: ( 951 ) 710-1000

Mobile No.: ( 951 ) 722-5755

\_\_\_\_\_  
Name

Telephone No.: ( ) \_\_\_\_\_

Mobile No.: ( ) \_\_\_\_\_

  
Bidder's Initials



**PROPOSAL SCHEDULE  
(CONTINUED)**

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

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

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of Bid bond for 10% total bid amount (\$                    ) 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.

E.M.                       
Bidder's Initials

Respectfully Submitted,

PTM GENERAL ENGINEERING SERVICES, INC.

ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT / CFO

Contractor's Business Name  
5942 ACORN STREET

Contractor  
ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT / CFO

Business Address: Street  
RIVERSIDE, CA 92504

Signed By  
891265 Title  
2.28.2022

City State Zip  
951.710.1000

Contractor's License No. and Classification Exp. Date  
5.17.2021

Business Phone Number  
ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT / CFO

Date  
15525 Via Barranca St

Name Title  
PERRIS CA 92570  
City State Zip

Residence: Street  
951.722.5678  
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: 20-5693645

Name ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT / CFO

Can Sign

Must Sign

Name BRIAN MENDOZA, SECRETARY / VP

X  
X

X

Name \_\_\_\_\_

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.

ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT / CFO


BRIAN MENDOZA, SECRETARY / VP

15525 Via Barranca St Perris, CA 92570

11080 Kay Jay St, Riverside, CA, 92503

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	5.14.2021	 ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT / CFO

**CONSTRUCTION PROJECT REFERENCES**

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

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
PTM JOB NO. P18-20 CITY OF COLTON TRAFFIC SIGNAL MODIFICATIONS FOR MT, VERNON AVENUE – HSIPL- 5065 (026) AWARDED: 06/2018	CITY OF COLTON	MR. VICTOR ORTIZ VORTIZ@COLTONCA.GOV TEL: (909) 370-5194
PTM JOB NO. P20-09 CITY OF EASTVALE PEDESTRIAN COUNTDOWN HEAD IMPROVEMENT PROJECT HSIPL-5486(005) AWARDED: 09/2020	CITY OF EASTVALE	MS. JESSICA COOPER JCOOPER@EASTVALECA.GOV TEL: (951) 361-0900 <i>Ms. Dahn Kim, PE</i> <i>dkim@eastvale.com</i> <i>TEL. 703-4477</i>
PTM JOB NO. P20-01 CALTRANS EMERGENCY PUBLIC SAFETY SHUT OFF EVENTS CONTRACT NO. 12-0S3504	CALIFORNIA DEPT. OF TRANSPORTATION	MR. ARVIN WU ARVIN.WU@DOT.CA.GOV TEL: (916) 227-8704

  
E.M.  
Bidder's Initials



# CITY OF COSTA MESA

P.O. BOX 13000 77 FAIR DRIVE CALIFORNIA 92628-1300

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE: MAY 14, 2020**

**TO: ALL PROSPECTIVE BIDDERS**

**SUBJECT: ADDENDUM NO. 1 - NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE, CITY PROJECT NO. 21-01**

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

Received by: ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT / CFO  
Company: PTM GENERAL ENGINEERING SERVICES, INC.

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 and modifies the following items:

This project, entitled "NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE" shall be now City Project No. 21-01.

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. Should it be necessary to request clarification on these matters, please contact me via email: [Seung.Yang@costamesaca.gov](mailto:Seung.Yang@costamesaca.gov).

Sincerely,

Handwritten signature of Seung Yang in cursive.

**Seung Yang, P.E.**  
City Engineer

## DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

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

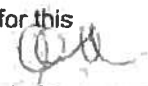
Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

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

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
5	85%	EBS General Engineering, Inc.	720016	A	1000005245
2	41%	1345 Quarry Street, Corona CA 92879 email: bids@ebsgeneral.com			
4	85%	Calstripe 2040 E. Steel Rd, Colton, CA 92324 email: grivers@calstripe.com	685387	A	1000001100

By submission of this proposal, the Bidder certifies:

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

  
 Bidder's Initials

ORIGIN: ONTARIO (951) 710-1000  
ELIZABETH MCRAE  
PTM GENERAL ENGINEERING SVC  
5042 ACORN ST.

SHIP DATE: 14MAY21  
ACTWGT: 1.00 LB  
CAD: 109880771/NET4340

RIVERSIDE, CA 92504  
UNITED STATES US

BILL SENDER

TO CITY OF COSTA MESA

ATTN: CITY CLERKS OFFICE

77 FAIR DRIVE

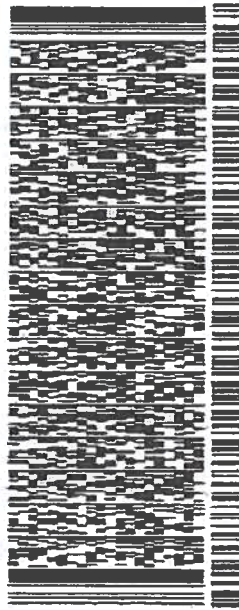
COSTA MESA CA 92626

(714) 754-5225

REF: BID BOND FOR PROJECT NO 20-11

NO.

DEPT



55DJ3710GFE4A

TRK# 7737 3088 1907  
0201

MON - 17 MAY 10:30A  
PRIORITY OVERNIGHT

WZ TWHA

ASR 92626  
CA-US SNA



**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or Inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

**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, PTM GENERAL ENGINEERING SERVICES, INC. as principals, and GREAT AMERICAN 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 AMOUNT BID (\$ 10%) 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, PRINCIPAL, if accepted by the City of Costa Mesa, and if the above bounden, PRINCIPAL, 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, PRINCIPAL, 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 12TH day of MAY, 2021.

PTM GENERAL ENGINEERING SERVICES, INC.  
PTM General Engineering Services, Inc.  
Elizabeth H. Mendoza de McRae  
President /CFO

GREAT AMERICAN INSURANCE COMPANY  
PHILIP E. VEGA, ATTORNEY-in-FACT

Contractor/ Principal  
(Notary Acknowledgement to be attached)

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

an  
Bidder's Initials

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **7TH** day of **FEBRUARY** 2020



*Atty L C B*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **7TH** day of **FEBRUARY** 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-577-2405)



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 08-16-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company, may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **12TH** day of **MAY** 2021



*Atty L C B*

Assistant Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

On 5.14.21 before me, PHILIP VEGA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared ELIZABETH H. MENDOZA de McRAE  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

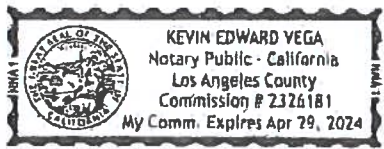
On MAY 12 2021 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared PHILIP E. VEGA  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## CONTRACT ASSURANCE

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

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

  
\_\_\_\_\_  
Bidder's Initials

**NONCOLLUSION AFFIDAVIT**

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

PTM GENERAL ENGINEERING SERVICES, INC.

Contractor Firm Name

ELIZABETH H. MENDOZA DE MCRAE

Name of Principal

PRESIDENT / CFO

Title

Signature

*See Attached*

Subscribed and sworn to before me by:

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

*EM*  
Bidder's Initials

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

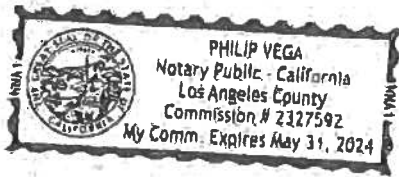
**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

On 5-17-2021 before me, PHILIP VEGA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared ELIZABETH H. MENDOZA de McRAE  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

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

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

**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: 5.17.2021

**CONTRACTOR**

PTM GENERAL ENGINEERING SERVICES, INC.

\_\_\_\_\_

\_\_\_\_\_ Company Name

PTM General Engineering  
Services, Inc.  
Elizabeth H. Mendoza de McRae  
President /CFO

PROJECT: NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE,  
CITY PROJECT NO. 20-11

  
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 an attachment in the Project Specifications.



Bidder's Initials



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

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
	None			

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

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

ELIZABETH H. MENDOZA DE MCRAE, PRESIDENT /CFO

Bidder/Applicant/Proposer

5.17.2021

Date

Bidder's Initials



**EXHIBIT B**  
**BID PACKAGE**

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

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**NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND  
SPECIAL PROVISIONS FOR  
NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE  
CITY PROJECT NO. 20-11**

---

Prepared Under the Direction of



**Seung Yang, P.E.  
City Engineer**

Copy No. \_\_\_\_\_

Checked by \_\_\_\_\_

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

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

**NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE,  
CITY PROJECT NO. 20-11**

1. **BID SUBMISSION AND OPENING**: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **10:00 A.M., Tuesday, May 18, 2021**, at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

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

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

2. **SCOPE OF WORK AND BID DOCUMENTS**: The scope of work generally consists of all materials, parts, equipment, and labor, to install a fully functional and operating traffic signal system, connected to the City's Advanced Traffic Management System (ATMS), at the intersection of Baker Street and Randolph Avenue in the City of Costa Mesa.

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

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

3. **PRE-BID MEETING OR JOB WALK**: None.
4. **BID CONTENTS**: All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
5. **BID SECURITY**: Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk prior to the bid submission deadline.
6. **CONTRACTOR'S LICENSE**: A valid **California Contractor's License Class "A" (General Engineering Contractor) or Class "C-10" (Electrical)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.
8. **PREVAILING WAGES:** This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
9. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
10. **RETENTION:** The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
11. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
12. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
13. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

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

Brenda Green, City Clerk  
City of Costa Mesa  
Dated: April 22, 2021

## INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* **only**. No other form of submittal shall be accepted. 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 **rejected**. Each Bidder is responsible for acknowledging all addenda.
2. QUALIFICATION OF BIDDERS: Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid package.
3. BID SECURITY / BID BOND: Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be submitted to the City Clerk's Office *at least one hour prior* to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. NONCOLLUSION AFFIDAVIT: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. SIGNATURE: Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
6. CORRECTIONS: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
7. DELIVERY OF PROPOSAL: Proposals shall be submitted electronically via *PlanetBids*: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.
8. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

9. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by

addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.

16. **ADDENDA:** The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. **QUESTIONS TO THE ENGINEER:** Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
18. **EQUIVALENT MATERIALS:** Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
19. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. **LEGAL RESPONSIBILITIES:** All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.
21. **ANTI-DISCRIMINATION:** It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. **DRUG-FREE WORKPLACE POLICY:** Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers

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

23. **BID PROTEST PROCEDURES**: Any bid protest must be submitted in writing before 5:00 PM of the 5<sup>th</sup> business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.

24. **ASSEMBLY BILL 626**: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

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



**REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:**  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**Plan Sheet:** \_\_\_\_\_

**Specification Section:**

**INTERPRETATION REQUESTED:**

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

**REPLY:**

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

**TO A/E:** \_\_\_\_\_

**SECTION C**  
**PROPOSAL**  
**FOR THE**  
**NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE**  
**CITY PROJECT NO. 20-11**

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE, CITY PROJECT NO. 20-11**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED TWENTY (120) 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:

<b>BID SCHEDULE PROPOSAL</b>					
<b>ITEM #</b>	<b>BID ITEM DESCRIPTION</b>	<b>EST. QTY.</b>	<b>UNIT</b>	<b>UNIT PRICE (in figures)</b>	<b>ITEMS TOTAL (in figures)</b>
1	Mobilization	1	L.S.	\$	\$
2	Traffic Control	1	L.S.	\$	\$
3	Furnish and Install New Traffic Signal (Baker Street at Randolph Avenue)	1	L.S.	\$	\$

\_\_\_\_\_  
Bidder's Initials

**BID SCHEDULE PROPOSAL (Continued)**

<b>ITEM #</b>	<b>BID ITEM DESCRIPTION</b>	<b>EST. QTY.</b>	<b>UNIT</b>	<b>UNIT PRICE (in figures)</b>	<b>ITEMS TOTAL (In figures)</b>
4	Signing and Striping	1	L.S.	\$	\$
5	Curb Ramp Modifications (includes any and all reconstruction work to adjoining asphalt slot pave, sidewalk, curb and gutter, etc.)	1	L.S.	\$	\$
6	Traffic Signal Interconnect	1	L.S.	\$	\$
<b>TOTAL BID PROPOSAL FIGURES:</b>				\$	

**TOTAL BID PROPOSAL (Words):**

\_\_\_\_\_

\_\_\_\_\_

The award of the Contract shall be based on the lowest responsive Bid amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

*The CITY also reserves the right to reject all Bids.*

\_\_\_\_\_  
Bidder's Initials

**PROPOSAL BID SCHEDULE  
(CONTINUED)**

NOTES:

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

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

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

5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
6. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, and P1-c and uploaded onto *PlanetBids*.

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Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
\_\_\_\_\_ in figures

Contractor's Lawful Name: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Expiration: \_\_\_\_\_

Contractor's Taxpayer I.D. Number: \_\_\_\_\_

Contractor's DIR Registration Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number:( \_\_\_\_\_ ) Mobile No.:( \_\_\_\_\_ )

Fax Number: ( \_\_\_\_\_ ) E-mail: \_\_\_\_\_

**24-Hour Emergency Contacts:**

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

\_\_\_\_\_  
Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

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

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

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

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

\_\_\_\_\_  
Bidder's Initials

Respectfully Submitted,

\_\_\_\_\_  
Contractor's Business Name

\_\_\_\_\_  
Business Address: Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Signed By Title

\_\_\_\_\_  
Contractor's License No. and Classification Exp. Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Residence: Street

\_\_\_\_\_  
Residence phone Number

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

Corporation

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Can Sign

Must Sign

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

Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Bidder's Initials





## DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

By submission of this proposal, the Bidder certifies:

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

\_\_\_\_\_  
Bidder's Initials

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

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

KNOW ALL PEOPLE BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

We hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Contractor/ Principal  
(Notary Acknowledgement to be attached)

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

\_\_\_\_\_  
Bidder's Initials

## **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.

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**Bidder's Initials**

**NONCOLLUSION AFFIDAVIT**

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

\_\_\_\_\_  
Contractor Firm Name  
\_\_\_\_\_  
Name of Principal  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me by:

\_\_\_\_\_  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Bidder's Initials

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

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

Dated: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

Company Name

PROJECT: NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE,  
CITY PROJECT NO. 20-11

\_\_\_\_\_  
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 an attachment in the Project Specifications.

\_\_\_\_\_  
Bidder's Initials



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**CITY OF COSTA MESA**  
**PUBLIC SERVICES DEPARTMENT**  
**SPECIAL PROVISIONS**

The work embraced herein shall be done in accordance with the Standard Specifications dated 2018, and the Standard Plans dated 2018, of the State Department of Transportation (Caltrans) insofar as the same may apply and these special provisions.

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

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

The referenced sections of the 2018 Edition of the Standard Specifications for Public Works Construction ("GREENBOOK"); the applicable City of Costa Mesa Standard Details and Specifications shall be considered as a part of these specifications.

**SECTION 1. SPECIFICATIONS AND PLANS**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities;" in Section 8-1.05 "Time;" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these special provisions.

**1-1.01 GENERAL.** - The Standard Specifications and these special provisions, definitions have been revised to reflect the City of Costa Mesa as the awarding agency. The definitions and terms shall be understood to mean that the City of Costa Mesa is administering the project. All references utilizing similar definitions in the specifications in regard to ownership of facilities, ownership of right-of-way, and permit conditions shall remain as originally intended.

**1-1.03 ACCEPTANCE.** - The formal acceptance by the City Council of an entire contract which has been completed in all respects with the plans and specifications and any modifications thereof previously approved.

**1-1.03A AGENCY.** - The City of Costa Mesa

**1.1.03B CITY.** - The City of Costa Mesa.

**1-1.10 CONTRACTOR.** - The party who undertakes for a stated price to supply goods or to perform a construction job or other project for the City of Costa Mesa.



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**1-1.12 DAYS.** - Unless stated otherwise in the contract documents, the reference to days shall be working days.

**1-1.13 DEPARTMENT.** - City Council of the City of Costa Mesa, State of California.

**1-1.15 DIRECTOR.** - The Director of Public Services for the City of Costa Mesa or his designee.

**1.1.18 ENGINEER.** - The Project Manager for the City of Costa Mesa or his authorized representative.

**1.1.25 LABORATORY.** - An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.

**1.1.255 LEGAL HOLIDAYS.** - Those holidays observed by the City of Costa Mesa. The City observed holidays are: New Year's Day, Martin Luther King, Jr. Holiday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving, and Christmas. The observance date shall concur with Federal guidelines.

**1-1.26 LIQUIDATED DAMAGES.** - The amount prescribed in the specifications to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

**1.1.275 OFFICE OF STRUCTURAL DESIGN.** - The Project Manager for the City of Costa Mesa or his designated representative.

**1.1.32 PROPOSAL FORM.** - The approved form upon which the City requires formal bids be PROPOSAL.

**1.1.33 PROPOSAL GUARANTY.** - The cash, cashier's check, certified check, or Bidder's bond accompanying the proposal submitted by the Bidder, as a guaranty that the Bidder will enter into a contract with the City for the performance of the work if the contract is awarded to him.

**1-1.39 STATE.** - The City of Costa Mesa, except in reference to laws, codes and other legal aspects.

**1-1.405 STATE HIGHWAY ENGINEER.** - The City Engineer of the City of Costa Mesa, State of California.

**1-1.465 TRANSPORTATION BUILDING.** - City Hall, City of Costa Mesa, State of California.

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## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specification and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. In addition to the subcontractors required to be listed in conformance with Section 2-1.10 "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient 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 the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

**2-1.015 REQUEST FOR INTERPRETATION.** - If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, 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, faxed or delivered to each person receiving a set of contract documents at his last address or record. The CITY will not be responsible for any other explanations or interpretations of the contract documents.

## **SECTION 3. CONTRACT AWARD AND EXECUTION**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

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A "LOCAL AGENCY BIDDER - DBE INFORMATION" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "LOCAL AGENCY BIDDER - DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "LOCAL AGENCY'S BIDDER - DBE INFORMATION" form should be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

### **3.1 PROPOSAL FORMS.**

The "Proposal and Contract" book referenced in the Standard Specifications shall be the Proposal package insert within the Specifications. Proposal shall be made and submitted on proposal forms 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 as requested.

Proposals with interlineations, alterations, and 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.

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### **3.2 WITHDRAWAL OF PROPOSALS.**

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.

### **3.3 PUBLIC OPENING OF PROPOSALS.**

Proposals will be opened and read publicly at the time and place indicated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present.

### **3.4 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, these special provisions, and the Standard 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 sixty (60) days of after the opening of proposals. The award of contract will occur after the 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.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance, prior to the award of contract by City Council.

### **3-5 CONTRACT BONDS.**

The performance bond required in Section 3 of the Special Provisions shall not be reduced and shall continue in full force and effect for the duration of the guaranty period.

Before execution of the contract, Bidder shall file surety bonds with the Agency to be approved by the City Council in the amounts and for the purposes noted below. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from

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all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the contract and be signed by both the Bidder and surety and the signature of the authorized agent of the surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the contract price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the work. The bond shall be maintained by the Contractor in full force and effect until the work is accepted by the Agency and until all claims for materials and labor are paid and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the contract.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the Agency.

Should any surety at any time be unsatisfactory to the City notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new surety shall qualify and be accepted by the City.

Changes in the work or extensions of time, made pursuant to the contract, shall in no way release the Contractor or surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

The "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 Performance Bond shall also be kept by the Contractor in full force and effect for at least six (6) months following the filing of the Notice of Completion.

BIDDER 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.

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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 I of the Insurance Code

### **3.6 FAILURE TO EXECUTE CONTRACT.**

Failure to comply with insurance and bonding requirements as specified in the agreement and in the specifications, proposal, or Notice Inviting Bids 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.

### **3.7 RETURN OF BID SECURITY.**

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 60 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.

## **SECTION 4. SCOPE OF WORK**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time;" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these special provisions.

The Contractor shall begin work with ten (10) calendar days after the contract has been approved by the City of Costa Mesa.

The work shall be diligently prosecuted to the completion before the expiration of **ONE HUNDRED AND TWENTY (120) WORKING DAYS** beginning TEN WORKING days after the contract has been approved by the City of Costa Mesa.

**LIQUIDATED DAMAGES:** The Contractor shall pay to the City of Costa Mesa the sum of **\$500** per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

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## **SECTION 5. CONTROL OF WORK**

**5-1.01 AUTHORITY OF BOARD AND ENGINEER.** - 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 IN WRITING 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.

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**5-1.02 PLANS AND SPECIFICATIONS.** - Contractor may obtain from the Engineer, free of charge, up to 3 copies of plans, and special provisions that are reasonably necessary for the execution of work.

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

**5-1.035 PRECEDENCE OF CONTRACT DOCUMENTS.** - If there is conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required.
2. Change Orders or Supplemental Agreements, whichever occurs last
3. Contracts & Agreements
4. Addenda
1. Bid Proposal
2. Special Provisions
3. Plans
4. Standard Plans (City of Costa Mesa)
5. Standard Plans (APWA)
6. Standard Plans (Caltrans)
7. Standard Specifications (Caltrans)
8. Reference Specifications (City of Costa Mesa, and GREENBOOK)

Detailed drawings shall have precedence over the general drawings.

**5-1.06 SUPERINTENDENCE.** - Contractor shall 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.

**5-1.07 LINE AND GRADES.** - 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



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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 Engineer. 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.

The following are the minimum survey information that will be required by the City prior to the construction of any curb and/or curb and gutter, aggregate base or asphalt concrete item of work:

1. Line and grade for any section of curb and gutter greater than 50 feet in length.
2. Line and grade for any median island curbing.
3. Centerline and grade for subgrade on any section of the roadway, which is not a localized dig-out.
4. Centerline and grades prior to the placement of a finished surface on any section of the roadway.
5. Intersection grades prior to the placement of a finished surface on any portion of an intersection.

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.

**5-1.08 INSPECTION.** - 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 of \$100 per hour as established by the ENGINEER to defray the cost for such service.

**5-1.09 REMOVAL OF REJECTED 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

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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.

**5-1.116 DIFFERING SITE CONDITIONS.** - 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.

## **SECTION 6. CONTROL OF MATERIALS**

**6-1.02 STATE FURNISHED MATERIALS.** – Traffic signal pole 5 including the luminaire mast-arm and signal mast-arm for the traffic signal modification for Baker Street at Coolidge Avenue will be City furnished. Contractor shall arrange with the City of Costa Mesa for obtaining City furnished equipment. All costs associated with transporting City furnished material to the project site shall be the responsibility of the Contractor. There will be no other materials furnished by the City for this project. Any reference to State-furnished materials shall be furnished by the Contractor and all costs shall be included within the bid item of work.

**6-1.075 YEAR 2000 COMPLIANCE.** - This contract is subject to Year 2000 Compliance for automated devices in the State of California. Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention. The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

**6-3.02 TESTING BY CONTRACTOR.** - 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

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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.

## **SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**7-1.01G WATER POLLUTION.** - In addition to the provisions set forth in Section 7-1.01G, the Contractor shall conform to the following, at no cost to the City. 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.

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.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property and in accordance with NPDES regulations. 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.

**7-1.08 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.

**7-1.085 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.

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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. If a sidewalk or portion thereof can not be maintained due to the specified work, the contractor shall provide the alternate route (Detour) to the walking traffic using related Signs (per CA-MUTCDC) as appropriate.

**7-1.09 PUBLIC 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.

**7-1.11 PRESERVATION OF PROPERTY.** - Existing trees, shrubs and other plants, that are not to be removed and are injured or damaged by the Contractor's operations, shall be replaced by the Contractor. All costs shall be borne by the Contractor and replacement shall be in accordance with current City standards. The tree, shrub or other plant to be replaced shall be in kind and the existing shall be removed and disposed outside of the right-of-way in accordance with the contract documents.

All tree, shrub and other plant replacement shall be completed prior to the acceptance of the project. Replacement trees, shrubs and other plants shall have a plant establishment period of 90 days, at no cost to the City.

**7-1.12B(1)(b) INSURANCE. - Liability Insurance** - The Contractor shall furnish the Agency a policy or certificate of liability insurance in which the City of Costa Mesa is the named insured or are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement, the Agency shall be the insured or as an additional insured covering the work, whether liability is attributable to the Contractor or the Agency. The policy shall insure the Agency, its officers, employees, and agents, while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

The Contractor may file insurance acceptable to the Agency covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate products and completed operations
Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits.

The Contractor shall save, keep, and hold harmless the City of Costa Mesa, and their officers and agents from all damages, costs or expenses in law or equity that may at any

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time arise or be set up because of damages to property, or of personal injury received by reason of or during the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any Subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's bid.

**Worker's Compensation Insurance** - Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

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

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The Agency, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's bid.

**Endorsements** - 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:

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1. Additional Insureds

"The City of Costa Mesa and the State of California - Department of Transportation, and their elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project and agreement."

2. Notice

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

3. Other Insurance

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

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

**7-1.12B(7) 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.

**7-1.13 DISPOSAL OF MATERIAL OUTSIDE OF THE HIGHWAY RIGHT-OF-WAY.** - The Contractor shall be responsible for the disposal of all materials and shall dispose of the materials outside of the City right-of-way. Furthermore, the Contractor shall accept ownership of all materials required by the contract documents to be disposed or excavated.

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 a City-approved form prior to the release of retention monies.

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## SECTION 8. PROSECUTION AND PROGRESS

**8-1.04 PROGRESS SCHEDULE.** - Prior to the commencement of construction, arrangements will be made for a pre- construction 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. Subsequent schedule updates shall be per Section 8-1.04 of the Standard Specifications.

The current monthly progress payment will be withheld if the Contractor fails to submit a satisfactory progress schedule.

**8-1.065 WORK DAYS, WORKING HOURS AND HOLIDAYS.** - The workday shall have a regular starting time of 8:30 a.m. and shall end at 4:00 p.m. No work including but not limited to Setting up before work and Cleaning up after work shall be allowed prior to the regular starting time or after the 4:00 p.m. time, unless approved by the Engineer. Any work after 4:00 p.m. on a normal workday shall be subject to an overtime inspection charge of \$100/hour.

Lane closures will be allowed within the working hours set forth in the Special Provisions and construction drawings. The contractor shall be required to open all traffic lanes to vehicular traffic at all other times. Limitations to the hours for lane closures may be less than the working hours set forth herein.

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.

Actual working hours within the intersections shall be limited to 9:00 a.m. and 3:30 p.m. Contractor shall prepare Traffic Control Plans as necessary for City's approval before any lane can be closed.

No work shall be allowed on weekends (unless noted on plans and/or special provisions), holidays and the holiday moratorium period. The City observed holidays are: New Year's Day, Martin L. King Holiday, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving, and Christmas. The observance date shall concur with Federal guidelines.

**8-1.10A 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 or not 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 the Standard Specifications and the standards of each affected utility. Contractor shall not be compensated for any delays or extra work brought about

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by his failure to perform the above-mentioned work. Contractor shall be responsible for any damage to existing utilities shown on the plan.

**8-1.10B 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 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. The Contractor shall coordinate with the City if there is a possible conflict between the Signal Standards/Equipment and the Utility line so an appropriate decision could be made about adjusting the location of the proposed Signal Standards/Equipment. To the benefit of the Contractor, the City strongly advises that the contractor do his due diligence early enough so that the correct type of Signal Standards/Equipment are known for the Contractor to order.

**8-1.10C 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, 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 at least forty-eight (48) hours in advance. of any work on any of their facilities.

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 abandonment. 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.

<b>AT&amp;T (right-of-way)</b> Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: <a href="mailto:vk3921@att.com">vk3921@att.com</a>	<b>Cost Mesa Sanitary District</b> Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: <a href="mailto:lochiqui@cmsdca.gov">lochiqui@cmsdca.gov</a>
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<p><b>AT&amp;T</b>  Rhonda Clary-Byers (engineer for Costa Mesa)  or Doug DiPaolo  3939 E. Coronado St.  Anaheim, CA 92807  (o) 714-618-9116  (o) 714-618-9125  Email: <a href="mailto:rc1315@att.com">rc1315@att.com</a>  Email: <a href="mailto:dd2634@att.com">dd2634@att.com</a></p>	<p><b>Costa Mesa Sanitation District</b>  Nabila Guzmán, Construction Notices  290 Paularino Avenue  Costa Mesa, CA 92626  (o) 949-645-8400, ext. 230  Email: <a href="mailto:nguzman@cmsdca.gov">nguzman@cmsdca.gov</a></p>
<p><b>Mesa Water District</b>  Phil Lauri  1965 Placentia Ave. (inter-office mail okay)  Costa Mesa, CA 92627  (o) 949-207-5449  (c) 949-631-1200 (24-hour)  Email: <a href="mailto:phill@mesawater.org">phill@mesawater.org</a></p>	<p><b>Orange County Water District (OCWD)</b>  Chris Olsen  P.O. Box 8300  Fountain Valley, CA 92728  (o) 714-378-3200  (c) 714-378-3240 (24-hour)  Email: <a href="mailto:colsen@ocwd.com">colsen@ocwd.com</a>  Email: <a href="mailto:utilityrequest@ocwd.com">utilityrequest@ocwd.com</a></p>
<p><b>Mpower Communications, Inc.</b>  Mark Denning  2698 White Road  Irvine, CA 92614  (o) 949-864-0296  (c) 949-547-6455  Email: <a href="mailto:mdenning@telepacific.com">mdenning@telepacific.com</a></p>	<p><b>CA Regional Water Quality – Santa Ana Region</b>  Mark Smythe  3737 Main St., Suite 500  Riverside, CA 92501  (o) 951-782-4130  (c) 951-543-8523  Email: <a href="mailto:msmythe@waterboards.ca.gov">msmythe@waterboards.ca.gov</a></p>
<p><b>Orange County Sanitation District (OCS D)</b>  Rudy Davila  P.O. Box 8127  Fountain Valley, CA 92728  (o) 714-593-7348  (c) 714-593-3301 (24-hour)  Email: <a href="mailto:RDavila@ocsd.com">RDavila@ocsd.com</a></p>	<p><b>Irvine Regional Water District</b>  Kelly Lew  15600 Sand Canyon Ave.  Irvine, CA 92618  (o) 949-453-5586  (p) 949-729-7300 (24-hour)  Email: <a href="mailto:lew@irwd.com">lew@irwd.com</a></p>
<p><b>Irvine Regional Water District</b>  Brad Jackson (Area Construction Inspector)  15600 Sand Canyon Ave.  Irvine, CA 92618  (o) 949-632-0627  (p) 949-729-7300 (24-hour)  Email: <a href="mailto:jackson@irwd.com">jackson@irwd.com</a></p>	<p><b>SCE (Senior Compliance)</b>  Susan Morgan  (o) 909-835-7527  (c) 909-835-7527  Email: <a href="mailto:susan.morgan@sce.com">susan.morgan@sce.com</a>  <i>*No pre-construction meeting notices BUT Susan Morgan and Mónica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.</i></p>

<p><b>Irvine Ranch Water Dist. – Development Services*</b>  Christian Kessler, P.E.  15600 Sand Canyon Ave.  Irvine, CA 92618  (o) 949-453-5300  (p) 949-453-5441  Email: <a href="mailto:kessler@irwd.com">kessler@irwd.com</a>  <i>*utility requests</i></p>	<p><b>SCE (Service Planner – Orange Coast S/C)</b>  Damon Humphrey  7333 Bolsa Ave.  Westminster, CA 92683  (o) 714-895-0534  Email: <a href="mailto:damon.humphrey@sce.com">damon.humphrey@sce.com</a></p>
<p><b>Metropolitan Water District of So. California</b>  Civil Engineering Substructures Section  Shoreh Zareh  P.O. Box 54153  Los Angeles, CA 90054  (o) 213-217-7474  (c) 626-844-5610 (24-hour)  Email: <a href="mailto:szareh@mwdh2o.com">szareh@mwdh2o.com</a></p>	<p><b>SCE (Service Planner – Orange Coast S/C)</b>  Mónica Balderas  7333 Bolsa Ave.  Westminster, CA 92683  (o) 714-329-2778  Email: <a href="mailto:monica.balderas@sce.com">monica.balderas@sce.com</a></p>
<p><b>Metropolitan Water District of So. California</b>  Civil Engineering Substructures Section  Kieran Callanan  P.O. Box 54153  Los Angeles, CA 90054  (o) 213-217-7474  (c) 626-844-5610 (24-hour)  Email: <a href="mailto:kcallanan@mwdh2o.com">kcallanan@mwdh2o.com</a></p>	<p><b>*Reminder*</b>  After facilities are identified on the plans, send the plans to Gail Gardner, and she will forward to SCE’s planning department.   Send to: <a href="mailto:gail.gardner@sce.com">gail.gardner@sce.com</a></p>
<p><b>SCE (Utility Notice Requests)</b>  Kasy Chapman  7333 Bolsa Ave.  Westminster, CA 92683  (o) 714-895-0109  (c) 800-611-1911 (24-hour)  Email: <a href="mailto:kasey.chapman@sce.com">kasey.chapman@sce.com</a></p>	<p><b>Southern California Gas Co.</b>  Wilson Baldelomar  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-5091  (p) 800-603-7060 (24-hour)  Email: <a href="mailto:wbaldelomar@semprautilities.com">wbaldelomar@semprautilities.com</a></p>
<p><b>SCE (Base Maps)</b>  Kimberly Gurule  1444 E. McFadden Ave., Bldg. “D”  Santa Ana, CA 92705  (o) 714-796-9932  Email: <a href="mailto:maprequests@sce.com">maprequests@sce.com</a>  <i>*No pre-construction meeting notices to this address – map requests ONLY.</i></p>	<p><b>Southern California Gas Co.</b>  Wilson Baldelomar  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-5091  (p) 800-603-7060 (24-hour)  Email: <a href="mailto:wbaldelomar@semprautilities.com">wbaldelomar@semprautilities.com</a></p>
<p><b>Southern California Gas Co. (Transmission)</b>  P.O. Box 2300  Chatsworth, CA 91313-2300  (o) 818-701-4546  Email:  <a href="mailto:SoCalGasTransmissionUtilityRequest@semprautilities.com">SoCalGasTransmissionUtilityRequest@semprautilities.com</a></p>	<p><b>Verizon Business Investigations</b>  2400 N. Glenville Dr.  Richardson, TX 75082  (o) 972-729-6016  (o) 469-886-4238  Email: <a href="mailto:investigations@verizon.com">investigations@verizon.com</a>  *2nd Email: <a href="mailto:chuck.czumak@verizon.com">chuck.czumak@verizon.com</a></p>

	<p>Contact Verizon Business for issues involving:</p> <ul style="list-style-type: none"> <li>--- Brooks Fiber Properties, Inc.</li> <li>--- MCImetro Access Transmission Svcs.</li> <li>--- MCI Telecommunications Svcs</li> <li>--- MFS Telecom, Inc.</li> <li>--- SoutherNet, Inc. / WorldComNetwork Svcs.</li> <li>--- Intermedia Communications, Inc.</li> <li>--- XO Communications</li> </ul>
<p><b>Southern California Gas Co.</b>  Richard Clendineng  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-3262  Email: <a href="mailto:rclendineng@semprautilities.com">rclendineng@semprautilities.com</a></p>	<p><b>Charter Communications</b>  Don Simons  Construction Manager, Zone 8  7142 Chapman Ave.  Garden Grove, CA 92841  (o) 714-591-4871  Email: <a href="mailto:don.simons@charter.com">don.simons@charter.com</a></p>
<p><b>Southern California Gas Co.</b>  Peter Serrano  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-5067  Email: <a href="mailto:pserrano@semprautilities.com">pserrano@semprautilities.com</a></p>	<p><b>Charter Communications</b>  Utility Research Requests  E-mail: <a href="mailto:DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM">DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM</a></p>
<p><b>Spectrum Time Warner Cable</b>  José Román  12051 Industry St.  Garden Grove, CA 92841  (o) 714-591-4846  (c) 657-263-3641  Email: <a href="mailto:jose.roman@charter.com">jose.roman@charter.com</a></p>	<p><b>XO Communications</b>  Matt Bergine  Engineer IV  Specialist-Network Engineering &amp; Operations  (o) 949-417-7841  (c) 714-822-6207  Email: <a href="mailto:matt.bergine@verizon.com">matt.bergine@verizon.com</a></p>
<p><b>Spectrum Time Warner Cable</b>  Main Number  7142 Chapman Ave.  Garden Grove, CA 92841  (o) 714-709-3390</p>	<p><b>XO Communications</b>  Switchboard  (o) 703-547-2000</p>
<p><b>Spectrum Time Warner Cable</b>  Jeff Cox  Email: <a href="mailto:jeff.cox@twcable.com">jeff.cox@twcable.com</a>  <b>Spectrum Time Warner Cable *utility requests*</b>  Email: <a href="mailto:west-engineering-relo@twcable.com">west-engineering-relo@twcable.com</a>*  <b>Spectrum Time Warner Cable</b>  Ángel Vega  (o) 714-591-4889  Email: <a href="mailto:angel.vega1@charter.com">angel.vega1@charter.com</a></p>	<p><b>Kinder Morgan</b>  Jordan Neuner  (o) 310-628-4350  Email: <a href="mailto:jordan_neuner@kindermorgan.com">jordan_neuner@kindermorgan.com</a>  Karly Payne, Administrative Assistant  (o) 714-560-4604  Email: <a href="mailto:karly_payne@kindermorgan.com">karly_payne@kindermorgan.com</a></p>

<p><b>Spectrum Time Warner Cable</b>  Max Sandoval, Construction Coordinator  (o) 714-719-9629</p>	<p><b>Newport-Mesa Unified School District</b>  Victor Garza  (o) 714-424-5080  Email: <a href="mailto:vgarza@nmusd.us">vgarza@nmusd.us</a></p>
<p><b>OCTA – Stops &amp; Zones</b>  Kyle Poff  550 S. Main St.  Orange, CA 92863  (o) 714-560-5833  Email: <a href="mailto:kpoff@octa.net">kpoff@octa.net</a>  <b>OCTA (Detour Coordination)</b>  Dispatch: 714-265-4330</p>	<p><b>Newport-Mesa Unified School District</b>  Tim Marsh, Administrative Director, Facilities Support Svcs.  (o) 714-4247527  Email: <a href="mailto:tmarsh@nmusd.us">tmarsh@nmusd.us</a>  <b>Newport-Mesa Unified School District</b>  Mary Gray  Email: <a href="mailto:mgray@nmusd.us">mgray@nmusd.us</a></p>
<p><b>OC Fair &amp; Event Center</b>  Jerry Eldridge, Director of Facilities  (o) 714-474-5983  Email: <a href="mailto:JEldgridge@ocfair.com">JEldgridge@ocfair.com</a></p>	<p><b>DIGALERT.ORG</b>  (24-HR) 811  2 days before digging.</p>

## **SECTION 9. PAYMENT**

**9-1.035 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.

## **SECTION 10. DUST CONTROL**

**10-1.01 DUST CONTROL.** - All surplus materials shall be removed from the site of the work within three (3) 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.

## **SECTION 11. GENERAL**

### **11-1 LABOR NONDISCRIMINATION.**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

### **11-2 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

### **11-3 PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by you in the bid shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

### **11-4 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and these special provisions.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Any noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor's ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>.

### **11-5 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

A prime contractor or subcontractor shall pay any subcontractor no later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment

over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

## **11-6 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. 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. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

### **11-6.1 PROMPT PAY MONITORING AND ENFORCEMENT OF PROGRESS PAYMENTS**

In addition to the requirements set forth in Federal Regulation 49CFR 26.29 and Section 7108.5 of the California Business and Professions Code, the City of Costa Mesa shall use the following monitoring and enforcement mechanisms to ensure that all subcontractors 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.

## **11-7 PARTNERING**

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

## **11-8 PAYMENTS**

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment after Acceptance," of the Standard Specifications and these special provisions.

For the Mobilization bid item, and the Traffic Control bid item, payment shall be based on the percentage of work completed to date. This percentage shall be determined by the amount of work to date cost compared to the total project cost.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

## **SECTION 78. INCIDENTAL CONSTRUCTION**

**78-2 SURVEY MONUMENTS.** - 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 benchmarks 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 8 ½" 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, benchmarks or any such horizontal and vertical controls.



**NEW TRAFFIC SIGNAL  
FOR  
BAKER STREET AT RANDOLPH AVENUE**

**TECHNICAL SPECIAL PROVISIONS AND BID ITEMS**

Work, material and equipment shall comply with the current edition of Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified. Traffic signal and signing and striping work, material and equipment shall comply with the 2018 Caltrans Standard Specifications and any applicable errata (or Revised Standard Plans). If a conflict exists between these Special Provisions and either set of Standard Specifications, these Special Provisions shall take precedence.

In compliance with the NOTICE INVITING BIDS FOR THE **NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE (CITY PROJECT NO. 20-11)**, 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, and commence said work within Ten (10) working days after the date of execution of the contract, and complete said work within ONE HUNDRED AND TWENTY (120) WORKING DAYS from the first day of commencement of such work unless a 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 therefore, in the manner and time herein prescribed.

**PROJECT DESCRIPTION**

The Project consists of furnishing and installing a new traffic signal at the intersection of Baker Street and Randolph Avenue including tying in to the existing fiber optic trunk line on Baker Street for communications between the new traffic signal and the City of Costa Mesa Traffic Management Center. Improvements also include required signing and striping changes, ADA Curb Ramps, Video Detection, and GPS Emergency Vehicle Preemption System.

**Bid Item #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 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, restoration and adjustment of existing improvements, and establishing the location and depth of city traffic signal conduit, by potholing as necessary, where significant excavation may occur. Underground facilities on these plans are for reference only. It is the contractor's responsibility to determine the exact location of potentially conflicting conduit.

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.

## **Payment**

Compensation for the preceding shall be per the unit price bid per lump sum. It shall be considered full compensation for obtaining all 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; and incidentals necessary to perform all related items of work. Payment for mobilization shall be based on the completion percentage of the entire project. No additional compensation will be allowed.

## **Bid Item #2: Traffic Control**

The contractor shall schedule the work to comply with the lane closure hours allowed herein.

Only one lane shall be closed to traffic in any direction between 8:30 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 8:30 am and 3:30 pm to 7:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane may be allowed between the hours of 10:00 pm and 6:00 am during weekdays, or on weekends, as approved by the Transportation Services Department. The contractor shall make sure that at least one travel lane is kept open in each direction at all times.

No lane closures will be allowed during the annual Orange County Fair annual July event extending from the Thursday before to the Monday after the fair event. No lane closures will be allowed from the Friday before Thanksgiving to the Monday after New Year's Day.

The minimum lane width shall be ten (10) feet. There shall be a minimum of five (5) feet clearance from open excavation and two (2) feet clearance from other obstructions.

## 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 thru 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

Any location considered not accessible by pedestrians or motorists as determined by the Engineer will be resolved at the direction of the Engineer. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action. In addition to the above and in compliance with Section 7-10, the Contractor shall:

- a. Provide a safe and drivable ingress and egress to residents and businesses at all times, and provide safe pedestrian crossing paths at all times.
- b. Provide temporary traffic re-striping at the conclusion of any working day for any centerline, lane line or stop bar which is obliterated by construction.
- c. Be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer.
- d. Be responsible for notifying residents and businesses, in writing, seven (7) days in advance of any work that involves limited access. The Contractor shall provide verification to the Engineer that this has been accomplished.
- e. Notify the trash pickup company "Costa Mesa Disposal" of the schedule of work and the limitation of access. Contact City at (714) 754-5307 for Costa Mesa Disposal's address
- f. 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 (2) working days prior to commencement of roadwork. On the sign, the Contractor shall print the hours, day(s) and date of closure in two-inch high letters and numbers. A sample of the completed sign shall be approved by the Engineer prior to posting. 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 beginning weekend or holiday.
- g. Coordinate with Orange County Transit District (Ph No. (714) 636-7433 x4330) to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work which will involve any of their facilities.
- h. Provide any temporary delineation, as required, in accordance with the CA-MUTCD, applicable Caltrans Standard Plans and as directed by the Engineer.

- i. Excavations shall be backfilled and hot mix asphalt concrete or temporary asphalt concrete surface shall be placed to the level of the existing pavement at the end of each work period as necessary to provide the required number of travel lanes and access to intersecting streets.
- j. The contractor shall provide temporary K-rails, visual barriers and temporary crash cushions as necessary to protect traffic from excavation areas. If K-Rails are provided, then the minimum distance between the traveling lane and the rails shall be 2 feet.
- k. All pre-existing permanent traffic control signs and devices shall remain in operation unless a substitute operation is arranged for and approved by the Engineer.
- l. The Contractor shall use illuminated or reflective warning construction signs at appropriate locations for the project and/or as directed by the Engineer. The Contractor shall also use flashing arrow boards for each lane closure in addition to other delineation.
- m. C-18 ROAD CONSTRUCTION AHEAD, C-17 with 25 MILE SPEED LIMIT, and soft barricades shall be used at all approaches as may be suitable. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.
- n. The Contractor shall provide flagmen to direct the traffic where required and as directed by the Engineer.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish the Engineer with names and telephone numbers of at least three people responsible for emergency service response. In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. A \$400/hour at 4-hour minimum will be charged to the Contractor. Any deviation from these requirements is not permitted. No payment will be made to the Contractor until problems are corrected to the satisfaction of the Engineer.

### **Payment**

Payment for the preceding shall be at the lump sum price bid for Traffic Control and shall be considered full compensation for preparing all necessary traffic control plans, providing all labor, materials, equipment including arrow boards, police services, barricades, safe pedestrian access provisions and related work as required. Additional compensation shall not be allowed.

### **Bid Item #3: Furnish and Install New Traffic Signal (Baker Street at Randolph Avenue)**

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 precedence. Provisions of Sections 12, 56, 84, 86 and 87 of the Standard Specifications and Standard Plans (2018), and any applicable errata (or Revised Standard Plans) of the State of California, Department of Transportation shall apply to all construction materials, methods, and payment for traffic signal and lighting work, except as stated herein.

## **4 SCOPE OF WORK**

### **4-1.03 Work Description**

[Add the following:].

The scope of work in general consists of furnishing and installing a new traffic signal at Baker Street/Randolph Avenue including the furnishing and installing of new signal poles and foundations, controller, cabinet, signal heads, conduit, conductors and cable, service, video detection system, emergency vehicle preemption system, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work, materials and equipment shall conform to the provisions in Division X, "Electrical Work", of the Caltrans Standard Specifications dated 2018, and these Special Provisions.

## **6 CONTROL OF MATERIALS**

### **6-2 Quality Assurance**

#### **6-2.03 Department Acceptance**

##### **6-2.03B Job Site Inspection and Testing**

[Add the following:].

It shall be the Contractor's responsibility to arrange the furnishing, testing, pick-up, and delivery of all items to the project site. Any costs involved to test, deliver and install equipment shall be borne by the Contractor and be considered as included in the lump sum price and no additional compensation shall be allowed.

Following notification, the Contractor must complete a satisfactory "turn-on" within a reasonable time of the day and hour specified in the notification. When a turn-on is not completed, as specified above, it shall be canceled and rescheduled with the Engineer. The turn-on shall not be made on Friday or the day preceding a legal holiday. The Engineer shall be notified at least 48 hours prior to the intended turn-on and shall authorize the "turn-on" day and hour.

The installation resistance shall not be less than 100 megohms on all circuits when the megger tests are performed. Testing shall not be conducted until all control and/or sensor units and probes have been disconnected from the circuit.

The signal monitoring unit shall be tested in the field before "turn-on". Five days of continuous satisfactory operation as called for in Section 87-1.01D, "Quality Assurance," of the Standard Specifications shall be provided.

## **8 PROSECUTION AND PROGRESS**

### **8-1.02 Schedule**

#### **8-1.02A General**

[Add the following:].

The Contractor shall initiate procurement of traffic signal equipment immediately upon contract authorization and begin assessment of utility locations. The Engineer shall approve the scheduling and sequence of all construction work prior to performing the construction activity. The Contractor shall contact each utility company to coordinate and schedule work and provide written correspondence to the Engineer.

The Contractor shall verify all existing facilities and notify the Engineer of any conflicts found during pre-construction inspection prior to commencement of any work. During the course of construction, no additional compensation will be provided for the correction of the differences between the plans and in the field.

The Contractor shall attend a pre-construction meeting within one (1) week following contract award. No actual project working days shall be charged for these activities. The Contractor shall notify the City in writing of the start date of actual field construction.

Excavation, conduit installation, pull boxes and foundations should be coordinated in a most expedient manner to minimize the disruption and inconvenience of an extended construction schedule. Construction once started shall be pursued daily through project completion.

The Contractor is responsible for securing an adequate storage site for equipment and materials. The Contractor shall provide supervisory personnel to keep the construction site in a safe, neat and orderly condition at all times. No Materials or equipment shall be stored at the job sites unless approval is issued by the Engineer.

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 drawings, specifications, and other related documents.

## **56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES**

### **56-3 Standards, Poles, Pedestals, And Posts**

#### **56-3.01C(2) Foundations**

##### **56-3.01C(2)(a) General**

[Add the following:].

Portland Cement Concrete (PCC) shall conform to Section 90-2, "Minor Concrete" of the Standard Specifications and shall contain not less than 564 pounds of cement per cubic yard. Foundation concrete shall be vibrated to eliminate air pockets. Anchor bolts and cages shall be

furnished and installed by the Contractor conforming to Caltrans standards. The contractor shall verify the bolt pattern of each pole prior to foundation installation.

Existing pole foundations shall be completely removed. All material removed for pole foundations shall become the property of the Contractor and disposed of outside the work site by and at the expense of the Contractor on the same day of excavation. Contractor shall define the exact location and depth of all utilities in the vicinity of proposed foundations.

After all utility locations are exactly established, the Contractor shall contact Engineer for authorization of specific pole foundation location.

### **56-3.02 Steel Standards, Poles, Pedestals, and Posts**

#### **56-3.02A General**

[Add the following:].

Contractor shall furnish and install poles, nuts, bolts, washers, cages, and other hardware as required conforming to Caltrans standards, at no additional contract expense. Poles and hardware shall be tested and certified per Caltrans testing procedures. Copies of the inspection request form and certifications given to the Engineer. Sign mounting hardware shall be Detail "U" of the Standard Plans ES-7N.

**The Contractor shall coordinate the delivery and erection of poles to occur on the same day.** No materials or equipment shall be stored at the job site unless authorized by the Engineer. The job site shall be maintained in a neat and orderly condition and safe pedestrian pathways provided at all times along all sidewalks, without exception. The installation of signal poles shall meet CAL/OSHA Electrical Safety Order and the Public Utilities Commission General Order No. 95, Rules for Overhead Electric Line Construction.

## **86 GENERAL (DIVISION X ELECTRICAL WORK)**

### **86-1.02 Materials**

#### **86-1.02B Conduit and Accessories**

##### **86-1.02B(1) General**

[Add the following:].

Conduit shall be High Density Polyethylene (grey color) – HDPE, IPS SDR11 GPE, or Schedule 80 PVC, unless otherwise approved by the Engineer. The contractor shall have the proper HDPE spooling equipment to install conduit without crimping or damage. HDPE conduit shall not be spliced. A bonding wire shall be furnished with all HDPE conduit. All conduit sweeps shall meet Caltrans standards for future fiber optic cable installations.

Pull tape shall be furnished and installed in each new conduit run. Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Tracer wire shall be furnished and installed in each conduit run and shall be a minimum No. 12 solid copper conductor with orange insulation Type TW, THW, RHW, or USE.

### **86-1.02C Pull Boxes**

#### **86-1.02C(1) General**

[Remove section from lines 6 to 23].

[Add the following:].

Pull boxes shall conform to the provisions in the State Standard Specifications and these special provisions and comply with UL and NEMA standards. New pull boxes shall be Christy N-series composite and lids shall be lightweight fiber material, "Fiberlyte".

All pull boxes shall be factory-made standard size No.6 pull boxes unless otherwise noted on the plans or directed by the Engineer. Home run pull boxes or pull boxes containing fiber splice enclosures shall be size No. 6 with extension (#6E) unless otherwise noted on the plans or directed by the Engineer. The cover marking for each pull box shall read "TRAFFIC SIGNAL" for traffic signal pull boxes, "LIGHTING" for lighting pull boxes, or "INTERCONNECT" for pull boxes for interconnect/communications. If a mix of one system is used in a pull box such as traffic signal and interconnect, then "TRAFFIC SIGNAL" shall be the label of the cover. Pull boxes shall be provided with locking mechanisms as specified in the State Standard Plans and shall be gray in color.

Pull boxes adjacent to Traffic Signal poles shall have 10 foot ground rod with ground clamp and shall be fastened to bare grounding conductor from Traffic Signal pole. No new pull box shall be located within five feet of a water meter or fire hydrant. Replace sidewalk in-kind to match existing material, color, and pattern, from score mark to score mark after pull boxes have been installed.

### **86-1.02F Conductors and Cables**

#### **86-1.02F(1) General**

[Add the following:].

Only the splicing of loop detector cable shall be permitted. All other conductors including interconnect cable shall be continuous without splicing between terminal points, without exception. Conductors No. 8 AWG or larger shall be spliced by the use of "C" shaped compression connectors. Splices shall be insulated by "Method B."

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans. Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC.

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:



1. Manufacturer's name or trademark
2. Insulation-type letter designation
3. Conductor size
4. Voltage
5. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

#### **86-1.02F(1)(c)(ii) Bonding Jumpers and Equipment Grounding Conductors**

[Add the following:].

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal Standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box. The grounding jumper shall be visible after the PCC cap has been poured on foundation.

#### **86-1.02F(2)(c)(iii) Inductive Loop Conductors**

[Add the following:].

Loop wire shall be Type 2. Loop sealant can be Asphaltic Emulsion Sealant or Hot-Melt Rubberized Asphalt Sealant. Unless shown otherwise on the plans, all new inductive loop detectors shall be round, 6' (1.8 m) diameter, per 2018 Caltrans RSP plan ES-5B, Type E. All loop connection shall be in series only. Bicycle Loop Detectors in vehicular lanes shall be per CSP Type F, unless specifically directed by the ENGINEER and shown on the plans. Curb termination conduit shall be 2". If any inductive loop detector wires or loop detector lead-in cables are to be left un-terminated in a pull box for more than a 24-hour period, the ends shall be securely taped and sealed with an electrical insulating coating.

#### **86-1.02F(3)(d)(iii) Detector Lead-in Cables**

[Add the following:].

Loop detector lead-in cable shall be Type B. Advance loop detectors shall have 1 lead-in cable per lane.

#### **86-1.02K Luminaires**

##### **86-1.02K(1) General**

[Add the following:].

Luminaire heads shall be LED-type. All luminaire heads shall be equipped with utility wattage labels. LED Luminaires shall be Leotek GCL G-series "legacy" or GCM J-Series luminaire heads. The luminaire heads shall be 250W HPS equivalent or greater.

##### **86-1.02M Photoelectric Controls**

[Add the following:].

Contractor to furnish and install Type V photoelectric control on the side of all new service equipment enclosures.

### **86-1.02P Enclosures**

#### **86-1.02P(2) Service Equipment Enclosures**

[Add the following:].

The contractor shall be responsible for carrying out the work in any Edison prepared design drawings to establish service connection to the intersection.

The contractor shall furnish and install a Type II-B service cabinet on the new traffic signal cabinet with a Type V photoelectric control on the side of the service equipment enclosure. The Contractor shall furnish all work and materials required to provide the intended service and coordinate work with the Edison Company well in advance of this work. The Contractor shall pay all electrical service connection and design fees.

A new 3" schedule 80 PVC conduit shall be furnished and installed from the existing SCE pull box to the base of signal cabinet foundation. At the base of the signal cabinet foundation a 3" to 2.5" schedule 80 reducer fitting shall be installed and 2.5" schedule 80 conduit installed into the service cabinet. The new service cabinet shall provide a 100 amp main breaker, 50 amp signal breaker, 30 amp safety lighting breaker, 15 amp IISNS breaker, and spare 15 amp breaker. It shall be the Contractor's responsibility to establish all electrical service connections for the traffic signal and lighting system and for any work seen or unforeseen during this process.

Service cabinets shall be aluminum (0.125-inch minimum thickness) with seams continuously welded meeting Caltrans Standards, unpainted aluminum, and anti-graffiti coated per the Engineer's direction.

All work and materials required to provide the intended service shall be furnished and performed, including coordinating with Edison. The lump sum bid price shall include installation and/or removal of pull boxes/hand holes, service risers, breakers, conduit and conductors, labor, materials, tools and equipment to provide the intended service operation, including all necessary connection fees, and no further compensation shall be allowed.

### **86-1.02Q Cabinets**

#### **86-1.02Q(3) Controller Cabinets**

[Replace the entire section with the following:].

##### **1. Controller/Cabinet Assembly**

Contractor shall furnish and install Econolite (or Approved Equal) new TS2 Type 2 P-44 full Cabinet Assembly on new foundation.

Solid-state traffic actuated controller unit, cabinet and auxiliary equipment shall conform to the provisions in Section 86-1.02Q(3), "Controller Cabinets", these Special Provisions, and NEMA TS-2 standards.

Contractor shall furnish and install Econolite Cobalt ATC Controller unit and appurtenances in new signal cabinet as indicated on the plans.

Contractor shall furnish and install all miscellaneous items as necessary to produce a fully-operational system in accordance with the plans, these technical provisions, Caltrans Standard Plans and Standard Specifications. Power distribution panel, inside auxiliary control panel, and police panel shall be hard wired. Plug-N-Go shall not be used.

## 2. Cabinet Assembly

The Contractor shall furnish and install Type "P-44" aluminum cabinet assembly as indicated that including but not limited to the following items:

- i. One (1) - Fully wired eight (8) phase NEMA TS2 Type 2 "P-44" unpainted aluminum cabinet.
- ii. One (1) - Econolite Cobalt ATC Controller unit with data key, Ethernet port, and FSK Telemetry, with 32 channels of detection.
- iii. One (1) - Malfunction Management Unit with LCD display (programmed for the intersection).
- iv. One (8) position TS2 detector rack with (8) two-channel detection as indicated on plan and one (1) Bus Interface Unit, per rack.
- v. Sixteen (16) position vertical load bay.
- vi. Twelve (12) load switches.
- vii. One (1) - Controller cabinet power supply.

Work shall be performed by a qualified traffic signal technician, certified to perform the cabinet hardware installations as required. The contractor shall furnish and install all necessary material, equipment and appurtenances required for intended operation as shown in the plans and as outlined in these specifications.

## 3. Cabinet Construction

Cabinet shall meet, as a minimum, all applicable sections of the NEMA Standard Publication. Where differences occur, this specification shall govern. The cabinet shall meet the following criteria:

- i. Material shall be aluminum sheet, 5052-H32, with a minimum thickness of 0.125- inch.
- ii. The cabinet exterior shall be unpainted aluminum finish as indicated and with a white interior.
- iii. The door hinge shall be of the continuous type with a stainless-steel hinge pin.
- iv. The door handle shall be cast aluminum.
- v. All seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet.
- vi. Cabinet lock shall be of the Corbin No. 2 type.
- vii. The cabinet shall have four (4) sets of cabinet wiring diagrams.
- viii. The cabinet shall have one (1) set of equipment manuals (Controller, MMU, etc.).

## Shelves

Two (2) aluminum shelves extending completely across the back of the cabinet in the top cabinet area.

1. The first aluminum shelf extending completely across the back of the cabinet shall be provided to support the detector rack(s) and power supply.
2. The second aluminum shelf extending completely across the back of the cabinet shall be provided to support the controller and master (for future requirement provision) and the MMU.

## Equipment Accessibility

All mounted panels and equipment shall have a minimum tool access clearance of 6".  
Ventilating Fan SP14 The cabinet shall be provided with one (1) thermostatically-controlled ventilation fan, adjustable between 80o to 150o F and shall be installed in the top of the cabinet plenum.

## Air Filter Assembly

The cabinet Air Filter shall be a one-piece removable, medium efficiency, synthetic, pleated (Econolite Part No. 57389P11) air filter and shall be firmly secured to the air entrance of the cabinet.

## Cabinet Light Assembly

The cabinet shall be equipped with an LED lighting fixture mounted on the inside of the cabinet near the front edge. The LED light shall be activated by an On/Off switch that is turned on when the cabinet door is opened and turned off when the door is closed.

The cabinet shall have a gooseneck type lighting fixture that shall be mounted on the inside of the door near the hinge. The gooseneck light shall be activated by an On/Off switch that is turned on when the cabinet door is opened and turned off when the door is closed.

## Lightning Suppression

The cabinet shall be equipped with an EDCO Model SHP-300-10 surge arrester, or City approved equivalent.

## Power Panel

The Power Panel shall house the following equipment:

1. One (1) 40 Amp main breaker to supply power to the main panel, controller, MMU, and cabinet power supply.
2. One (1) 15 Amp auxiliary breaker to supply power to the fan, light, and GFCI outlet.
3. One (1) 50 Amp, 125 VAC radio interference line filter.
4. One (1) normally-open, 60 Amp, Crydom Model #HA8475 solid state relay, or City approved equivalent.

### Convenience Outlet

Two (2) duplex outlets shall be supplied, as per the following:

1. The first is for short-term equipment use, 120-volt AC, 15 Amp NEMA 5-15 GFCI duplex outlet, and shall be mounted in the lower right corner of the cabinet facing the inside of the cabinet door and within 6" of the front edge of the opening of the door.
2. The second is for long-term equipment use, 120-volt AC, 15 Amp NEMA duplex outlet, and shall be mounted in the upper right corner of the cabinet facing the inside of the cabinet. Power shall be supplied from un-switched filtered power.

### Inside Auxiliary Control Panel Switches

The inside door panel shall contain three (3) switches: Auto/Flash, Auto/Off/On Stop- Time, and Power On/Off. Auxiliary door panel switches shall be hard wired; printed circuit boards shall not be used.

1. Auto/Flash Switch (2-Position): In the Auto position, the intersection shall operate normally. In the Flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. A guard shall be installed to prevent the switch from being shut off accidentally.
2. Auto/Off/On Stop-Time Switch (3-Position): In the Auto position, the controller shall be stop timed when the police door Auto/Flash Switch is in the Flash position or MMU flash. In the Off position, the switch shall release all stop time from controller. In the On position, the switch shall maintain a continuous stop time to the controller.
3. Controller Power On/Off Switch (2-Position): This switch shall control the controllers AC power. A guard shall be installed to prevent the switch from being shut off accidentally.

### Police Panel

The Police Panel shall contain two (2) switches: Signals On/Off and Auto/Flash. All police panel switches shall be hard wired; printed circuit boards shall not be used.

1. Signals On/Off Switch (2-Position) In the On position, the field displays shall show either normal operation or flash. In the Off position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. In the Off position, the MMU shall not conflict or require reset.
2. Auto/Flash Switch (2-Position) In the Auto position, the intersection shall operate normally based on all other switches. In the Flash position, power shall not be removed from the controller and stop time shall be applied based on the Stop- Time switch.

### 4. Cabinet Wiring

## Cables

All Controller and MMU cables shall have sufficient length to access any shelf position. All cables shall be encased in a protective sleeve along their entire free length.

All cabinet wiring shall be color coded as follows:

Purple = Flash Color programming  
Brown = Green Signal wiring  
Yellow = Yellow Signal wiring  
Red = Red Signal wiring  
Blue = Controller wiring  
Gray = DC ground return, logic ground  
Black = AC positive  
White = AC negative  
Green = Chassis  
Main-Panel and Wire Terminations

All wires terminated behind the main-panel and other panels shall be soldered. No pressure or solder-less connectors shall be used. Printed circuit boards shall not be used on main panels.

## Flashing Operation

Cabinet shall be wired for NEMA flash. All cabinets shall be wired to flash Red for all phases. Flashing display shall alternate between phases 1, 4, 5 and 8, and phases 2, 3, 6 and 7.

## Detector Rack and Interface

A minimum of one (1) TS-2 Vehicle Loop detector rack with field termination panel, TS-2 power supply, and SDLC cable shall be provided for each new signal cabinet. Each individual rack shall support up to sixteen (16) channels of loop/video detection and one (1) BIU.

## Main Panel Configuration

The main panel shall be fully wired in the following configuration:

1. Sixteen (16) vertical load sockets.
2. Six (6) flash transfer relay sockets.
3. One (1) flasher socket.
4. Wiring for both Type 1 and Type 2 Controllers.
5. Wiring for one Type 16 MMU.

## Field Terminal Locations

Field terminals shall be located at the bottom of the main panel and angled forward for easy viewing and wiring. The order shall be from left to right beginning with phase one and following the order of the load switches. Field terminals shall be of the barrier type.

## 5. Cabinet Equipment

### Detectors

New cabinets shall be equipped with the proper number of detector slots and cards, as required for intended operation.

### Controller Unit

New cabinets shall be equipped with one (1) Econolite Cobalt ATC controller. Controller shall be system ready for communication on the Centrac's Traffic Signal Management/Monitoring software. Controller shall allow logging of Alarm inputs.

### Malfunction Management Unit (MMU)

New cabinets shall be equipped with a NEMA TS2 Type 16 MMU with the latest current released software. MMU jumper cards shall be programmed to specific intersection's requirements.

### Bus Interface Unit (BIU)

BIU's shall meet all TS2-1992, Section 8 requirements. In addition, all BIU's shall provide three (3) separate front panel indicators: Power, Valid Data, and Transmit.

### Cabinet Power Supply

The cabinet power supply shall meet the NEMA TS2 specification. All power supplies shall also provide a separate front panel indicator LED for each of the four (4) power outputs. Front panel banana jack test points for 24 VDC and logic ground shall also be provided.

### Telemetry Interface Panel

Cabinet shall be wired with a telemetry interface panel and telemetry connecting cable that can communicate with the Centrac's Traffic Signal Management/Monitoring master software. The cabinet shall be wired for telemetry transient suppression, EDCO Model No. PC642C-00-AD, or City approved equivalent.

### Flasher Unit

All flasher units shall meet NEMA TS-2, Section 6 requirements and shall be EDI Model 810, or City approved equivalent.

### Intersection Diagram

For the new cabinets, an intersection diagram prepared in AutoCAD shall be provided on an 8.5" x 11" sheet of paper and enclosed in a protective plastic cover. The diagram and protective cover shall be located on the inside of the cabinet door above the Auxiliary Panel. The diagram shall depict the general intersection layout, phases, overlaps, detector assignments, and north arrow. The top of the diagram will be north and the diagram shall be pre-approved by the City Engineer.

## Cabinet Wiring Diagram

New cabinet wiring diagrams shall be arranged on three (3) separate sheets in a simplistic way to facilitate the reading of it. The first sheet shall represent everything on the left side of the cabinet, the second sheet everything in the middle of the cabinet including the main panel, and the third sheet everything on the right side of the cabinet. The final cabinet wiring diagram layout shall be approved by the City Engineer.

### **86-1.02Q(5) Battery Backup System Cabinets**

[Add the following:].

If used, Battery Backup System shall be Clary SP 1250LX Backup System, inverter, generator plug, and bypass switch in a new external clary cabinet. BBS Cabinet shall be attached to the new or existing P cabinet and shall be equipped to store the battery and all other appurtenances.

### **86-1.02R Signal Heads**

[Add the following:]

Vehicle head mountings shall be configured as directed by the Engineer prior to drilling of standards and head installations. Adjustments required to the signal head mounting configuration and placement on standards shall be provided as directed by the Engineer at no additional contract cost. PV heads, if used, shall be programmed at the direction of the Engineer. The color of all signal heads shall be black.

### **86-1.02R(4) Signal Faces**

[Add the following:].

All new circular signal indications shall be 12" GE VLA Model LED Signal Modules with an incandescent look & arrow indications shall be 12" GE GTX City VLA Model with an incandescent look. The red and green indications shall be clear and the yellow indication shall be tinted. A five-year warrantee shall be provided on all LED lenses furnished by the manufacturer. A Certificate of Compliance from the manufacturer shall be submitted to the Engineer, and a copy of the LED purchase order, product specification, certificate of compliance and warrantee. All incandescent traffic signal lamps in existing and relocated heads shall be removed and replaced with new LED indications with an incandescent look noted above. If programmed visibility (PV) signal heads are used, they shall be LED.

### **86-1.02T Accessible Pedestrian Signals**

[Add the following:].

When an Accessible Pedestrian Signal (APS) system is required, the Contractor shall furnish and install a Polara APS system. The APS system shall include Polara Push Button Station, Central Control Unit (CCU2EN) and E-Configurator and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown



on the plans. All Accessible Pedestrian Signals shall have a 10' minimum physical separation between them per California MUTCD requirements.

The contractor shall coordinate with the manufacturer and submit to the City specification sheets for the programming of the audible feedback messaging for each pedestrian crossing for City approval.

For APS push buttons, the push button sign shall be an R10-3e sign.

### **86-1.02U Push Button Assemblies**

[Add the following:].

Pedestrian pushbutton assemblies shall be the Polara Bulldog III Series 3.5" stainless steel fully sealed assembly with latching Led and audible momentary buzzer and black powder coat manufactured by Polara Engineering Inc. The push button shall be 40" high from the finished pedestrian landing surface. Face-plate screws shall be stainless steel tamper resistant. The contractor shall submit the PPB manufacture's specifications and warranty to the Engineer.

Push button housing shall be the color black and consist of the ADA push button and an attached R10-3 sign. The sign shall be attached and securely supported by the framework, and not extend beyond the framework.

## **87 ELECTRICAL SYSTEMS**

### **87-1 General**

#### **87-1.03 Construction**

##### **87-1.03B Conduit Installation**

##### **87-1.03B(1) General**

[Add the following:].

Existing reused conduit shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air. All existing rigid metal conduit to be reused shall be equipped with new elbows and rigid metal fittings manufactured of mild steel. Rigid galvanized steel conduit couplings shall be threaded or compression type. Threadless connections or threaded coupler with two bolts as a clamp shall not be allowed. Rigid metal type shall be manufactured of mild steel and conform to UL Publication UL 6 for Rigid Metallic Conduit. Conduit threads shall be brush painted with either zinc-rich paint or zinc-rich primer, spray-on applications shall not be permitted.

Rock wheeling shall be allowed only if authorized in writing by the Engineer. The Engineer prior to work shall approve the method of rock wheeling. Conduit installation under pavement, curb/gutter areas shall be by boring method approved by the Engineer.

No open cutting shall be permitted for streets in City moratorium areas, unless City Standard roadway repair moratorium compliance measures are implemented. Any work in designated moratorium areas will include AC pavement mill and overlay work extending 50' beyond the damaged area, within each affected travel lane.

Excessive use of water, such that pavement might be undermined, or subgrade softened shall not be permitted. Conduits to be drilled or jacking rod shall be fitted with suitable drill bits for the required hole size. Jacking or boring method must not weaken or damage any embankment, structure or pavement. Any mud from jacking or boring shall be flushed from the conduit and removed from the jacking pit to eliminate inadequate backfilling.

Parkway trenching shall conform to City of Costa Mesa Standard Drawing No. 813, 411, 413 and 414 for sidewalk replacement. All existing plant and irrigation materials including but not limited to sod, trees and bushes damaged by trenching or boring work shall be replaced in kind, at no additional compensation.

Within pull boxes, conduit shall be placed to meet minimum clearances between the pull box base, the conduit end and lid of pull box, conforming to Caltrans Standard Plans and Specifications. The contractor shall adjust existing pull boxes where clearance is inadequate to accommodate existing and proposed cable and/or conductors. Work shall conform to Caltrans Standard Specifications 86-1.02B and 87-1.03B. The ends of conduit termination in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches. Use minimum bending radius as permitted by Appendix H of ICEA S-19/NEMA WC 3 and SMFO cable manufacturer's recommendations.

After conductors/cables have been installed, the exposed end of conduits terminating in pull boxes, service equipment enclosure and controller cabinets shall be sealed with an approved type of sealing compound immediately after installation of conductors. Conduit for future use in pull boxes shall be threaded and capped, with a pull rope intact between successive pull boxes.

All excavations for the installation of conduits and pull boxes, and removal of old systems, shall be backfilled, compacted and restored to match adjacent areas and excess material shall be immediately removed from the job site. All trenching activity, commenced each day, shall be fully backfilled to the finished surface grade at the end of each day; final resurfacing shall be completed within five (5) working days on all streets and all trenches maintained in a safe condition.

Work shall include furnishing and installing trenching, jacking and boring, and all associated labor, materials, tools, equipment and incidentals involved in furnishing and installing conduit, complete in place. This shall include installation of conduit under sidewalk, soil and roadway pavement areas, removing surface materials, furnishing fittings, bends, bushings, pull wires, modification of conduit entrances, replacement and repair in kind of AC, PCC, sod, irrigation within all areas affected by conduit installation, and all associated work, materials and equipment required to provide the intended operation. All jacking pits shall be adequately compacted immediately upon installing fill material and made safe for pedestrian access, and inspected by the Engineer prior to concrete or asphalt placement.

All conduit existing within excavation areas shall be lowered, modified and/or adjusted as required to accommodate the intended improvements at no additional compensation. The Contractor shall determine the exact location of all underground facilities within improvement area, by hand digging if necessary, prior to commencing excavation work to assure avoidance of conflicts. All costs for preliminary exploratory work of existing conditions and subsequent utility modification shall be included in the lump sum bid item and no additional compensation shall be allowed.

The Contractor shall be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa.

### **87-1.03B(3) Conduit Installation Underground**

#### **87-1.03B(3)(a) General**

[Remove the section from lines 1 to 5].

[Add the following:].

Conduit depth shall be per the latest approved City of Costa Mesa standard plans and drawings.

### **87-1.03C Installation of Pull Boxes**

#### **87-1.03C(1) General**

[Add the following:].

All pull boxes shall be located as shown on the plans and as directed by the Engineer. No pull box shall be located within the driveway apron, or within any wheelchair ramp landing. Pull boxes within unimproved areas shall have a Class 1 flexible Post Delineator, per Caltrans Standard Plan A73-C installed adjacent to the pull box.

Within the pull box, the conduit shall be placed in a manner that the lowest portion of the opening shall be a minimum of 2 inches above the bottom of the pull box, the top portion of the opening shall be not less than 8 inches from the top of the pull box. The conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches.

Pullbox Installation Details - The bottom of pull boxes installed in the ground or in sidewalk areas shall be bedded in at least 6 inches of crushed rock and shall be grouted prior to the installation of conductors. The grout shall be between 1 and 2 inches in depth and shall be sloped towards the drain hole. A layer of roofing paper shall be placed between the grout and the crushed rock sump. A 1 inch drain hole shall be provided in the center of the pull boxes or splice vault through the grout and the roofing paper.

Excavating and backfilling shall be as per section 87-1.03E, "Excavating and Backfilling for Electrical Systems" of the State Standard Specifications except that the backfill material shall not contain rocks graded larger than 1 inch.

Where the sump of an existing pull box is damaged by the Contractor's operations, the sump shall be reconstructed and if the sump was grouted, the old grout shall be removed, and new grout placed at the cost of the Contractor and not the City. Any existing improvements damaged by the Contractor shall be in accordance with the State Standard Specifications at the cost of the Contractor and not the City.

Pullbox Adjustments - The contractor shall adjust existing pull boxes where inadequate clearance is provided to accommodate the proposed cable and conductors, or where settling has occurred whereby the pullbox grade is lower than that of the adjacent surface area grade at no additional cost to the City. Work shall conform to Caltrans Standard Specifications 87-1.03C. Pullbox adjustment shall include the installation of new bushings, conduit end sealant, crushed rock and grout prior to the installation of conductors, and necessary concrete repair work. Old grout shall be removed, and new grout installed as required. Repair of adjacent PCC sidewalk shall be included, conforming with these specifications.

### **87-1.03F Conductors and Cables Installations**

#### **87-1.03F(2) Cables**

##### **87-1.03F(2)(a) General**

[Add the following:].

The 12 CSC and 3 CSC cables shall be run continuous between terminal block terminals and traffic signal controller cabinet load switch bay terminals. Splices will not be allowed and no daisy-chaining of traffic signal cables shall be permitted.

Mast-arm mounted traffic signal indications shall be connected to the side mount vehicle indication terminal box using a 5 CSC. Three section and four section vehicle indications shall use a single 5 CSC. Five section vehicle indications shall use 2-5 CSC. 5 CSC shall be run continuous between the signal indication and the side mount vehicle indication terminal box and no splicing will be allowed. Multiple indications for the same vehicle phase shall not use the same 5 CSC. Each CSC shall be labeled in a permanent, color-coded manner at the side mount vehicle indication terminal box, such that the vehicle phase and placement are noted on the cable. For example, Ø2 Inboard would indicate the cable serving the indication closest to the traffic signal mast arm pole.

The contractor shall provide cable slack to comply with the requirements shown in Caltrans RSP Section 87-1.03F(1). Contractor shall install a tracer wire in all electrical conduits.

### **87-1.03R Signal Heads**

#### **87-1.03R(1) General**

[Add the following:].

Mounting hardware configurations shall be approved by the Engineer prior to installation. Vehicle head mounting assemblies shall be configured and adjusted by the Contractor as directed by the Engineer at no additional contract cost.

The top opening of signal heads shall be sealed with a neoprene gasket. LED's shall be products pre-qualified by the Caltrans' Testing Laboratory. Signal mounting assemblies shall consist of Size 41 standard steel pipe or galvanized conduit, necessary fittings, slip-fitters and terminal compartments. Pipe fittings shall be ductile iron, galvanized steel, aluminum alloy Type AC-84B No. 380 or Bronze. Mast arm slip-fitters post top slip-fitters and terminal compartments shall be cast bronze or hot-dip galvanized ductile iron. After installation any exposed threads of galvanized conduit brackets and areas of the brackets damaged by wrench or vise jaws shall be cleaned with a wire brush and brush painted with 2 applications of approved un-thinned zinc-rich primer (organic vehicle type) conforming to the requirements in Section 91, "Paint". Aerosol cans shall not be used.

Existing traffic signal and pedestrian signal heads shall be cleaned, poorly bonded paint removed w/ wire brush and painted black.

### **87-1.03V Detectors**

[Add the following section 87-1.03V(4):].

#### **87-1.03V(4) Video Detection**

If used, video detection systems shall be Econolite Autoscope Vision Video Detection System, or approved equal.

This specification sets forth the minimum requirements for a video detection system that detects vehicles, bicycles, and motorcycles on a roadway by processing video images and that provides vehicle presence, traffic flow data, event alarms, and full-motion video for real-time traffic control and management systems.

#### **1. System Hardware**

The video detection system shall be comprised of two major hardware components: a video sensor and a communications interface panel. An optional wired input/output card shall be available for certain cabinet types.

##### **1.1. Video Sensor**

The video detection system shall include a video sensor that integrates a high-definition (HD) camera with an embedded processor for analyzing the video and performing detection.

##### **1.1.1. Camera and Processor**

- 1.1.1.1. The camera shall be a color CMOS imaging array.
- 1.1.1.2. The camera shall have HD resolution of at least 720p (1280x720 pixels).
- 1.1.1.3. The camera shall include a minimum 10X optical zoom.
  - 1.1.1.3.1. It shall be possible to zoom the lens as required to satisfy across-the-intersection detection objectives, including stop line and advance detection.

- 1.1.1.3.2. It shall be possible to zoom the lens remotely from the TMC for temporary traffic surveillance operations or to inspect the cleanliness of the faceplate.
- 1.1.1.4. The camera shall have direct, real-time iris and shutter speed control by the integrated processor.
- 1.1.1.5. The processor shall support H.264 video compression for streaming output.

### **1.1.2. Video Sensor Enclosure Assembly**

- 1.1.2.1. The camera and processor shall be housed in a sealed IP-67 enclosure.
  - 1.1.2.1.1. The faceplate of the enclosure shall be glass and shall have hydrophilic coating on the exterior surface to reduce debris accumulation and maintenance.
  - 1.1.2.1.2. The faceplate shall have a thermostatically-controlled indium tin oxide (ITO) heater applied directly on the interior surface to keep the faceplate clear of condensation, snow, ice and frost.
- 1.1.2.2. An adjustable aluminum visor shall shield the faceplate from the sun and extraneous light sources.
- 1.1.2.3. An integral aiming sight shall assist in aiming the camera for the detection objectives.
- 1.1.2.4. A removable rear cap and cable strain relief shall seal the power connection.
  - 1.1.2.4.1. The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.
  - 1.1.2.4.2. The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.
- 1.1.2.5. The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure.
- 1.1.2.6. The sensor shall be self-supporting on manufacturer's mounting brackets for easier fastening during installation.
  - 1.1.2.6.1. It shall be possible to rotate the field-of-view 360° without changing the angle of the visor.

### **1.1.3. Power and Communications**

- 1.1.3.1. Power and communications for the video sensor shall be carried over a single three-conductor cable.
  - 1.1.3.1.1. Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.
- 1.1.3.2. The video sensor shall operate normally over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.
- 1.1.3.3. Power consumption shall be no more than 16 watts typical.
- 1.1.3.4. No supplemental surge suppression shall be required outside the cabinet.
- 1.1.3.5. All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

## **1.2. Communications Interface Panel**

The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center, a maintenance technician, and the traffic cabinet itself.

### **1.2.1. Video Sensor Connection**

- 1.2.1.1. The communications interface panel shall provide connection points for four video sensors.
  - 1.2.1.1.1. Each sensor connection shall be a 3-pole terminal block, which supplies power and broadband-over-power communications to the sensor.
  - 1.2.1.1.2. The broadband-over-power communications shall provide a throughput of 70 to 90 Mbps.
  - 1.2.1.1.3. The broadband-over-power connection shall support at least 1,000 feet of cabling to the video sensor.
  - 1.2.1.1.4. Each video sensor connection shall include a power switch.
  - 1.2.1.1.5. There shall be an LED for each video sensor to indicate the state of the power to the sensor and an LED for each video sensor to indicate the status of communications.
  - 1.2.1.1.6. Each video sensor connection shall contain a resettable fuse.
  - 1.2.1.1.7. Each video sensor connection shall provide high-energy transient protection.

### **1.2.2. Traffic Management Center (TMC) Communications**

- 1.2.2.1. An Ethernet port shall be provided to connect to a remote Traffic Management Center (TMC).
  - 1.2.2.1.1. The TMC connection shall support 10/100/1000 Mbps Ethernet communication.
  - 1.2.2.1.2. The communications interface panel shall proxy all network requests that arrive on the TMC connection to avoid unwanted network traffic from reaching the broadband-over-power network between the communications interface panel and the video sensors.
  - 1.2.2.1.3. All communications to the video detection system through the TMC connection shall be to a single IP address.

### **1.2.3. Local User Communications**

- 1.2.3.1. A wired Ethernet port shall be provided to connect the technician at the cabinet to the video detection system for setup and maintenance purposes.
  - 1.2.3.1.1. The maintenance port shall support 10/100/1000 Mbps Ethernet communication.
  - 1.2.3.1.2. All communications to the video detection system through the maintenance port shall be to a single IP address.
  - 1.2.3.1.3. The maintenance port shall support DHCP to automatically assign an IP address to the user's computer, if desired.
- 1.2.3.2. An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.
  - 1.2.3.2.1. All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.
  - 1.2.3.2.2. The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user's computer.

- 1.2.3.2.3. The Wi-Fi access point shall include a dipole, omnidirectional antenna.
- 1.2.3.2.4. A momentary pushbutton shall allow the user to turn the Wi-Fi access point on or off.
- 1.2.3.2.5. The Wi-Fi access point shall turn itself off automatically after a period of inactivity from connected devices.
- 1.2.3.2.6. An LED shall indicate when the Wi-Fi access point is enabled.
- 1.2.3.2.7. The Wi-Fi access point shall operate simultaneously with the wired maintenance port and with the TMC connection.

#### **1.2.4. Traffic Controller Connection**

The communications interface panel shall provide one connection to communicate to the traffic controller through the cabinet.

- 1.2.4.1. The traffic controller connection shall support a TS2 Type 1 compatible SDLC interface.
  - 1.2.4.1.1. The traffic controller connector shall be a 15-pin female metal shell D sub-miniature type connector to support a standard NEMA TS2 or TEES SDLC cable.
  - 1.2.4.1.2. The traffic controller connection shall support a protocol interface to SDLC-capable traffic controllers (NEMA or TEES).
  - 1.2.4.1.3. The traffic controller connection shall support the NEMA TS2 SDLC protocol to include up to 64 detector outputs and 32 inputs.
- 1.2.4.2. The traffic controller connection shall be able to connect to a wired input/output card, which supports wired I/O in cabinets without a SDLC-capable controller.
  - 1.2.4.2.1. The wired I/O data communications link shall support at least 24 outputs and 16 inputs.
- 1.2.4.3. It shall be possible to connect and use both SDLC communications and communication to the wired input/output card simultaneously.

#### **1.2.5. USB Ports**

- 1.2.5.1. The communications interface panel shall include two USB 2.0 ports.
  - 1.2.5.1.1. If a communications interface panel fails to start and run due to a software or operating system failure, it shall be possible to reinstall all system and application software from a USB memory stick without necessitating removal of the communications interface panel from the cabinet.

#### **1.2.6. Power**

- 1.2.6.1. The communications interface panel shall accept input voltage in the range of 89-265 VAC, 50/60 Hz power from the transient-protected side of the cabinet.
- 1.2.6.2. The communications interface panel shall be protected by two slow blow fuses. Spares shall be attached to the panel.

### **1.3. Wired Input/Output Card**

The video detection system shall support an optional wired input/output card that communicates with the communications interface panel for real-time detection states and other I/O to the traffic controller. The card may reside in a standard detector rack or shelf-mount enclosure with power module.



- 1.3.1. The optional wired input/output card shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack or Caltrans TEES Input File.
  - 1.3.1.1. The card shall occupy two slots of the detector rack.
  - 1.3.1.2. The card shall provide four detector outputs on its rear-edge connector.
  - 1.3.1.3. A front connector shall provide communication to the communications interface panel.
  - 1.3.1.4. A front connector shall allow 16 inputs and 24 contact-closure detector outputs for wiring into the cabinet.
    - 1.3.1.4.1. A front panel LED for each of the 16 inputs and 24 outputs shall indicate the state of the input or output.
  - 1.3.1.5. The wired input/output card shall support optional expansion cards in other slots. Each expansion card shall support 4 outputs to the back edge of the card.
  - 1.3.1.6. The wired input/output card shall support optional harnesses for connection to Input Files or C1, C4, C11, and C12 ports to support Type 170 or Type 2070 controllers.

## **2. System Software**

The video detection system shall include management software for configuration, monitoring and data collection purposes. The video detection system shall be IP configurable from the Traffic Management Center located at City Hall.

### **2.1. Management Software**

- 2.1.1. Management software shall be a Windows-based application.
  - 2.1.1.1. The software shall be compatible with Windows 7 and Windows 10 operating systems.
  - 2.1.1.2. The software shall communicate with the video detection system via Ethernet.
- 2.1.2. The management software shall automatically determine all video sensors and communications interface panels available on the local network and populate a list of all devices.
- 2.1.3. The management software shall provide the user a means to name individual video sensors and communications interface panels.
- 2.1.4. The management software shall provide a means for the user to zoom the camera optics while viewing a live video stream.
- 2.1.5. The management software shall provide a means for the user to calibrate distances in the field of view.
- 2.1.6. The management software shall provide the user a means to create 4-sided detection zones in the field of view using either a still snapshot or live video.
  - 2.1.6.1. The management software will overlay an outline of each detection zone over the background image.
  - 2.1.6.2. It shall be possible for the user to place detection zones anywhere in the field of view for stop line detection and/or advance detection.
  - 2.1.6.3. It shall be possible for the user to set the desired color of both the on and off states of the detection zone overlay.
  - 2.1.6.4. It shall be possible for the user to alter the size and shape of any previously created zone.
  - 2.1.6.5. It shall be possible for the user to overlap zones, either partially or fully.
  - 2.1.6.6. It shall be possible for the user to name each zone uniquely.

- 2.1.6.7. It shall be possible for the user to assign each zone to detect vehicles, to detect bicycles, or to detect both, and to specify different outputs for each type.
- 2.1.6.8. It shall be possible for the user to assign the same output to multiple zones such that the output will be on if any of the zones are detecting a vehicle or bicycle.
- 2.1.6.9. It shall be possible for the user to assign a single zone to more than one output such that if a vehicle or bicycle is detected, all the assigned outputs shall be turned on.
- 2.1.6.10. The management software shall be capable of creating at least 99 detection zones per video sensor.
- 2.1.7. It shall be possible for the management software to retrieve all configuration parameters from video sensors or communications interface panels.
  - 2.1.7.1. It shall be possible for the user to save all the settings for a video sensor or a communications interface panel to a laptop file.
  - 2.1.7.2. The management software shall provide a means to read or import all the settings from a previously saved configuration file for a video sensor or a communications interface panel.
- 2.1.8. The management software shall be able to download a new version of the application software into a communications interface panel and its attached video sensors.
- 2.1.9. The management software shall provide a screen to monitor operation of a video sensor.
  - 2.1.9.1. The monitoring screen shall include a live video stream from the video sensor with at least HD 1280x720 pixel resolution.
  - 2.1.9.2. The monitoring screen shall show indications of detection in real time by changing the color of the detection zone.
  - 2.1.9.3. It shall be possible for the user to configure different indications for vehicle detections vs. bicycle detections when both are configured for the same zone.
  - 2.1.9.4. The monitoring screen shall include the following optional, configurable objects. It shall be possible for the user to size and position them anywhere on the screen and to change the color and size of text.
    - 2.1.9.4.1. An indication of when an output is on or off, along with a user-configurable name for that indicator.
    - 2.1.9.4.2. The current time in the video sensor.
    - 2.1.9.4.3. A user-configurable title or name.
    - 2.1.9.4.4. The version number of the video sensor software.
  - 2.1.9.5. It shall be possible for the user to turn the overlay graphics on or off with a single setting.
- 2.1.10. The management software shall provide a screen to monitor operation of the intersection with a quad-view video stream from the communications interface panel.
  - 2.1.10.1. The quad-view video stream shall have a resolution of at least HD 1280x720 pixels, where each of the sensor videos comprising the quad-view shall be at least 640x360 pixels.
  - 2.1.10.2. It shall be possible for the user to configure the order that the sensor videos appear in the quad-view.
  - 2.1.10.3. The real-time quad-view video stream shall be capable of displaying the overlay graphics for all four sensors simultaneously.

- 2.1.11. While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to request a "snapshot" or single-frame image to save to a named file on a laptop.
- 2.1.12. While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to record a period of the video to save to a named file on a laptop.

### **3. System Functionality**

The video detection system shall provide the following features and functionality.

#### **3.1. Detection Performance**

- 3.1.1. The video detection system shall detect the presence of vehicles in defined zones and turn on the assigned output when the vehicle is present in the zone.
  - 3.1.1.1. Stop Line Detection
    - 3.1.1.1.1. For detection zones placed at the stop line, the probability of not detecting the presence of a vehicle shall be 1% or less under all operating conditions when the video sensor is installed and configured properly.
    - 3.1.1.1.2. For detection zones placed at the stop line, the probability of falsely detecting a vehicle that is not present shall be 3% or less under all operating conditions when the video sensor is installed and configured properly.
  - 3.1.1.2. Advance Detection
    - 3.1.1.2.1. It shall be possible to place advance detector zones such that the farthest point of the zone is up to 600 feet from the video sensor. Advance detector zone placement shall include 2-3 car lengths of field-of-view beyond the farthest point of the zone.
- 3.1.2. To ensure statistical significance for the above detection performance specifications, the data shall be collected over 24-hour time intervals (so as to avoid a single lighting condition) and will contain a minimum of one hundred (100) vehicles per lane. The calculations of detection performance will not include turning movements where vehicles do not pass through the detectors, vehicle lane-change anomalies, or where they stop short or stop beyond the combined detection zones.

#### **3.2. Failsafe Mode**

- 3.2.1. The video detection system shall provide three (3) failsafe options during optical contrast loss. The default shall be maximum recall. The end-user may choose to use minimum recall or fixed recall in which a user-defined number of seconds may be implemented to hold call during green.
- 3.2.2. The video sensor shall continuously monitor the overall contrast in the video. If the overall contrast falls below a preset level (such as caused by dirty faceplate, severe glare, extreme fog, or temporary ice/snow on the faceplate), the sensor shall enable the chosen failsafe mode. When sufficient contrast is restored in the video, the sensor will exit the failsafe mode.
- 3.2.3. The communications interface panel shall continuously monitor the connectivity status of the attached video sensors. If any video sensor goes offline due to either electrical failure or internal software failure, the communications interface panel shall enable the failsafe mode for that video sensor. If the video sensor comes back online, failsafe mode shall end.

### **3.3. Data Collection**

3.3.1. The video detection system shall automatically collect and store traffic flow data in non-volatile memory for later retrieval and analysis. No additional hardware or software shall be necessary. The data shall include:

3.3.1.1. Vehicle counts.

3.3.1.2. Vehicle average speeds.

3.3.2. The management software shall be able to retrieve collected data for a specified period of time or for all currently stored data and save into a standard CSV file.

### **3.4. Operations Log**

3.4.1. The communications interface panel and each video sensor shall maintain a time-stamped operations log of routine and special events in non-volatile memory for later retrieval and analysis.

### **3.5. Time Synchronization**

3.5.1. The video detection system and management software shall provide three methods to synchronize the time of day clocks in the communication interface panel and the video sensors, as follows:

3.5.1.1. Manual time synchronization operation by the user, which sets the time to the current time on the laptop where the management software is running.

3.5.1.2. A configuration setting to allow the communications interface panel to automatically obtain time from the NEMA TS2 protocol on the SDLC channel and broadcast it to the video sensors.

3.5.1.3. A configuration setting to allow the communications interface panel to automatically obtain time from up to five Network Time Protocol (NTP) sources and broadcast it to the video sensors.

### **3.6. Video Streaming**

3.6.1. In addition to the ability to view video streams in the management software, it shall be possible to view video from individual sensors or to view the quad-view from the communications interface panel using a third-party video player application on a tablet, smartphone or laptop computer.

3.6.2. Video bitrate is user-definable between 100 Kbps-5000 Kbps. The default shall be 2048 Kbps. All bitrates shall provide 30 fps.

## **4. Installation and Setup**

The video detection system hardware shall be designed for flexible, fast and easy installation and setup.

4.1. It shall be possible to mount the video sensor on an intersection pole, mast arm, or luminaire arm.

4.2. No special tools or extra equipment, other than a laptop for configuration, will be required.

4.3. Once all hardware is installed, connected and functional, it shall be possible to configure the video detection system for a typical 4-approach, 8-phase intersection in 15 minutes or less.

## **5. Warranty, Service and Support**

The video detection system shall be provided with the following warranty, service and support options.

## **5.1. Warranty**

5.1.1. The manufacturer shall warrant the video detection system for a minimum of three (3) years. An option for up to six (6) years of warranty shall be available.

## **5.2. Service**

5.2.1. Ongoing software support by the manufacturer will include software updates of the video sensor, communications interface panel, and management software. These updates will be provided free of charge during the warranty period. The manufacturer will maintain a program for technical support and software updates following expiration of the warranty period. This program will be available to the contracting agency in the form of a separate agreement for continuing support.

## **5.3. Support**

5.3.1. A quick-start guide, installation guide, application notes, and other materials shall be available from the manufacturer to assist in product installation and setup for various applications. In addition, training online or in person shall be available.

5.3.2. Training shall be available to personnel of the contracting agency in application design, operation, setup, and maintenance of the video detection system.

5.3.3. Manufacturer shall provide a tech support website and an 800 number for technical support.

## **87-4 Signal and Lighting Systems**

### **87-4.02 Materials**

[Add the following section:]

#### **87-4.02C Internally Illuminated Street Name Signs**

[Add the following].

The IISNS shall be a Type A sign. If new IISNS signs are used, the contractor shall submit proposed IISNS sign panel overlay for City approval prior to ordering.

The housing must be constructed to resist torsional twist and warp. The housing must be designed such that opening or removing the panels provides access to the interior of the sign for lamp, ballast, and fuse replacement.

The top and bottom of the sign must be manufactured from formed or extruded aluminum and attached to formed or cast aluminum end fittings. The top, bottom, and end fittings must form a sealed housing.

The top of the housing must have 2 free-swinging mounting brackets. Each bracket must be vertically adjustable for leveling the sign to either a straight or curved mast arm. The bracket assembly must allow the lighting fixture to swing perpendicular to the sign panel.

The sign panel's surface must be evenly illuminated. The brightness measurements for the letters must be a minimum of 150 foot-lamberts, average. The letter-to-background brightness ratio must be from 10:1 to 20:1. The background luminance must not vary by more than 40

percent from the average background brightness measurement. The luminance of letters, symbols, and arrows must not vary by more than 20 percent from their average brightness measurement.

The message must appear on both sides of the sign and be protected from UV radiation.

No splicing is allowed within the fixture.

[Add the following section 88:].

## **88 MISCELLANEOUS TRAFFIC SIGNAL SYSTEMS**

### **88-1 Emergency Vehicle Preemption**

#### **88-1.01 General**

If used, Emergency vehicle Multimode Preemption system shall be the Global Traffic Technologies (GTT) Opticom Preemption System. All GTT Opticom equipment shall be new and obtained from the local authorized GTT Opticom dealer to secure the 5/ 10 year warranty.

A multimode priority control system shall operate in a manner that allows Infrared, and GPS/Radio priority control technologies to interoperate and activate one another in a consistent manner. The priority control system shall consist of a matched system of vehicle equipment and intersection equipment capable of employing both data-encoded radio communications to identify the presence of designated priority vehicles, as well as data-encoded infrared signaling communications. In priority vehicle mode, the data-encoded communication shall request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. A record of system usage by agency identification number, vehicle classification and vehicle identification number shall be created. The system software shall support call history analysis and reporting across any subset of intersections and/or vehicles independent of activation method. System software shall also support both onsite and remote programming and monitoring of the priority control system.

Contractor to Provide and install the following as shown on plans:

GTT M-764 (MMPS) Multi Mode Phase Selector  
GTT M-768 (MMPS) Green Sense Panel and Harness  
GTT M-760 Card Rack  
GTT 3100 GPS Radio Unit  
GTT 1070 GPS Installation Cable

Intersection detection equipment will consist of a GPS receiver and radio transceiver connected to a multimode phase selector located in the intersection controller cabinet. The GPS radio unit receives the data-encoded radio signal from the GPS radio equipped vehicle and transfers the decoded information through detector cable to the multimode phase selector for processing. The intersection radios also communicates to vehicles and other intersection radios at distances of up to at least 2,500 feet (762m) with no obstructions.

The multimode phase selector shall be capable of receiving data encoded signals from either or both infrared and GPS radio detection equipment and combine the detection signals into a single set of tracked vehicles requesting priority activation. The multimode phase selector will process the vehicle information to ensure that the vehicle is (1) in a predefined approach corridor, (2) heading toward the intersection, (3) requesting priority, and (4) within user-settable range. The multimode phase selector shall treat the combined, single set of tracked calls with first come first served priority methodology within a given priority level. GPS radio distance/ETA shall be first come first served methodology based on time of detection as each equipped vehicle reaches its programmed threshold.

When these conditions are met, the phase selector shall generate a priority control request to the traffic controller for the approaching priority vehicle. If the approaching vehicle has an active turn signal, the approach intersection shall relay the priority request to the next nearest in-range intersection in the direction of the approaching vehicle's turn signal. The output of the phase selector may also be varied depending on the state of the approaching vehicle's turn signal.

To ensure priority control system integrity, operation and compatibility, all components shall be from the same manufacturer. The system shall offer compatibility with most signal controllers, e.g. NEMA (National Electrical Manufacturers Association), 170. The system can be interfaced with most globally available controllers using the controller's preemption inputs. RS-232, USB and Ethernet interfaces shall be provided to allow management by on-site interface software and central software.

#### Matched Components

As stated above, the Opticom system is comprised of matched system components. These components are further described as follows:

##### 1. Opticom GPS Components

- a. *Vehicle/Intersection radio/GPS module, Radio/GPS Antenna with factory terminated SMA connectors, and vehicle control unit.* The radio/GPS module shall obtain the vehicle position, speed and heading information and transmit this information only when within range of a GPS intersection. The vehicle control unit shall communicate with the radio/GPS module and provide the interface to the vehicle in order to monitor the vehicle's turn signal status, provide activation and disable inputs as well as regulate the vehicle power provided to the radio/GPS module.
- b. *Intersection Radio/GPS Module.* The intersection radio/GPS module shall transmit a beacon every second and receive the data transmitted by the vehicle equipment and relay this information to the phase selector as well as other system-equipped intersections. It shall also obtain position information from the GPS satellites.
- c. *Radio/GPS Cable.* The radio/GPS cable shall carry the data received from the intersection radio/GPS unit to the phase selector. It shall also carry the power for the radio and GPS components provided by the phase selector. The same cable shall be used to carry the data between the vehicle radio/GPS unit and the vehicle control unit. The cable used to connect the radio/GPS unit to the phase selector shall be a shielded 10 conductor data cable; the use of coax cable is not permitted.

##### 2. Opticom System Multimode Components

- a. *Multimode Phase Selector.* The multimode phase selector shall recognize inputs from both infrared and GPS/radio activation methods at the intersection and supplies coordinated inputs to the controller. The multimode phase selector shall

process the data in order to validate that all parameters required for granting a priority request are met. It shall be located within the controller cabinet at the intersection. It shall request the controller to provide priority to a valid priority vehicle by connecting its outputs to the traffic controller's preemption inputs.

- b. *Card Rack*. The card rack shall provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.

### Multimode Phase Selector

1. The multimode phase selector recognizes inputs from both infrared and GPS/radio activation methods at the intersection and supplies coordinated inputs to the controller.
2. The multimode phase selector is designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include Type 170/2070 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.
3. The multimode phase selector will be a plug-in, four channel, multiple-priority, multimodal device intended to be installed directly into a card rack located within the controller cabinet. The multi-mode phase selector shall be capable of using existing Opticom IR or Opticom GPS card racks,
4. The multimode phase selector may be powered from either +24 VDC or 120VAC.
5. The multimode phase selector shall support front-panel RS-232, USB and Ethernet interfaces to allow management by on-site interface software and central software. An RS-232 port shall be provided on the rear card edge of the unit. Additional RS-232 communication ports shall be available using the Auxiliary Interface Panel.
6. The multimode phase selector shall include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection shall be made using the auxiliary interface panel.
7. The multimode phase selector shall have the capability of storing a minimum of 10,000 priority control calls. When the log is full, the phase selector shall drop the oldest entry to accommodate the new entry. The phase selector shall store each call record in non-volatile memory and shall retain the record if power terminates. Each preemption record entry shall include the following points of information about the priority call:

It shall be the responsibility of the contractor that the authorized dealer of the emergency vehicle preemption equipment be present for the traffic signal function test. To insure installation and functioning of the GTT Opticom equipment, the representative from the dealer shall be certified and factory trained on the latest edition of GTT Opticom equipment and software. The dealer's representative shall provide a test vehicle with the latest Opticom GPS emitter as required for the testing. Please contact DDL Traffic Inc., the Sole Authorized Dealer for Southern California @ 714-321-7513.

### Payment

Payment for all of the proceeding shall be per the Lump Sum bid fee and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, appurtenances, tools, equipment and incidentals, potholing of all new traffic signal pole foundations, and for doing all work involved as specified on the Plans and these Specifications.



**Bid Item #4: Signing and Striping**

All pavement markers and delineators shall be in accordance with Section 81 "Miscellaneous Traffic Control Devices" of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 "Markings" of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions, and comply with the Caltrans Standard Plans, and the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

**81 MISCELLANEOUS TRAFFIC CONTROL DEVICES**

**81-2 Delineators**

**81-2.01 General**

**81-2.01C Submittals**

[Add the following:].

The contractor shall provide submittal sheets for approval prior to ordering the materials.

**81-2.02 Materials**

**81-2.02A General**

[Add the following:].

The delineators shall be flexible 42" tall yellow OmegaPost high speed high performance tubular delineator (2" diameter) with welded capped top and black colored bases. Each delineator shall be equipped with two 3" bands of flexible retroreflective sheeting and each base shall be equipped with two reflectors, one facing each direction of travel.

**81-2.03 Construction**

[Replace entire section with the following:].

The contractor shall surface mount the delineators using a 2-part epoxy and anchor bolts per manufacturer's specifications and per direction of City Maintenance staff and the Engineer.

### **81-3 Pavement Markers**

#### **81-3.02 Materials**

##### **81-3.02A General**

[Add the following:].

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

##### **Blue "Fire Hydrant" Raised Pavement Markers**

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. Two-way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.
2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.
3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

### **81-8 Existing Pavement Markers and Delineators**

#### **81-8.03 Construction**

##### **81-8.03B Remove Pavement Markers**

[Add the following:].

All blue "fire hydrant" pavement markers that are removed shall be reinstalled by the contractor.

When striping is removed, any corresponding pavement markers within or adjacent to the stripe, or within the gaps of dashed striping shall be removed.

## **82 SIGNS AND MARKERS**

### **82-2 Sign Panels**

#### **82-2.02 Materials**

##### **82-2.02A General**

[Add the following:].

All sign face reflective sheeting shall be diamond grade retroreflective with protective overlay film.

[Add the following section:].

##### **82-2.03C Remove and Salvage Sign and Sign Post**

Sign panels and sign posts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the city corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627.

### **82-3 Roadside Signs**

#### **82-3.02A General**

[Add the following:].

Signs and shall posts shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Unless otherwise noted on the plans, all new or relocated signs shall be installed on 2" square perforated steel posts with breakaway connections.

##### **82-3.02B Metal Posts**

[Add the following:].

Metal posts shall be 2" square perforated steel posts with breakaway connections.

### **82-3.03 Construction**

#### **82-3.02A General**

[Add the following:].

Installation of sign posts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

## **84 MARKINGS**

### **84-1 General**

#### **84-1.01 General**

[Add the following:].

Markings must also comply with the Caltrans Standard Plans and Revised Standard Plans, latest edition.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

The installed material shall be plainly visible to the motorists both day and night.

### **84-2 Traffic Stripes and Pavement Markings**

#### **84-2.02 Materials**

##### **84-2.02A General**

[Add the following:].

Paint and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines, unless otherwise noted in the Plans or these special provisions.

##### Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration

due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity, from traffic and wear for a period of one year.

#### **84-2.02C Thermoplastic**

[Add the following:].

All stop bars, crosswalks, legends, and arrows shall be installed using extruded thermoplastic, and conform exactly to the City of Costa Mesa stencil types except fabricated preformed thermoplastic applications.

Thermoplastic shall be composed of Alkydloid/Maleic Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic.

On all dry pavement surfaces binder/sealer shall be applied to the area where hot thermoplastic pavement markings are to be placed. The binder/sealer shall be that recommended by the manufacturer of the thermoplastic material. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside of the finished pavement markings. All solvents shall have evaporated from the binder/sealer prior to the application of the molten thermoplastic materials.

#### **Preformed Green Colored Thermoplastic**

Green thermoplastic shall be durable, highly skid and slip resistant, pavement marking material suitable for use as pavement delineation and markings.

The material shall be able to be installed on asphalt or Portland cement concrete pavement surfaces. The material must be resilient light green color preformed thermoplastic which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements. The material must be capable of being applied to asphalt and Portland cement concrete surfaces without preheating the application surface to a specific temperature and shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The material shall be capable of being applied to asphalt and Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater.

White, retroflective and skid resistant preformed thermoplastic symbols and/or word legends may be incorporated into the skid/slip resistant material background in an interconnected fashion, if approved by Engineer, such that the two materials shall be factory assembled together and applied as a single layer.

Green coloring in thermoplastic used for bicycle lanes, bike boxes, bicycle lane conflict zones, green-back sharrows, bicycle paths, or other bicycle facilities shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromacity Requirements for Green-Colored Pavement.

## **84-2.02G Paint**

[Add the following:].

### **Curb Paint**

The red paint material shall be water base and shall be Pervo Paint, Red Curb Paint #3123 or approved equal. Yellow paint for curbs shall be approved by ENGINEER, prior to painting. All curbs shall be painted within 48 hours after the new curb and gutter construction.

Paint residual shall not remain on sidewalks, gutter plates, or other places beyond the limits of the curb face and top of curb being painted. Contractor shall remove the paint beyond these limits as soon as possible after the painting is completed.

The Contractor shall notify the ENGINEER at least two (2) working days prior to commencing work.

All work must be performed to the satisfaction of the ENGINEER.

## **84-2.03 Construction**

### **84-2.03A General**

[Add the following:].

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval. The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable).

The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the Engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

Thermoplastic and paint shall be placed as close as possible to utility structures without covering them.

The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

### Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity, from traffic and wear for a period of one year.

### **84-2.03C Application of Traffic Stripes and Pavement Markings**

#### **84-2.03C(1) General**

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and markings no later than seven (7) days following the application of the slurry/ACSC (if applicable).

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

All legends, including limit lines, shall be striped within 72 hours after the street (if applicable) has received the final surface course.

Any painted curb removed or damaged during construction shall be repainted in kind (i.e. red, yellow, green, etc.).

The completed pavement markings shall have clean and well-defined edges. The maximum deviation from the designated position of the stripe marking shall not exceed 1/2" in any 100-foot length of stripe, including gaps. Pavement markings shall conform to the shapes and dimensions of the markings as designated on the State Standard plans.

Advance spotting of angle points, end points and other control points shall be performed by the Contractor and be approved by the Engineer.

Any damage to the newly placed marking due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost.

The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings.

Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

### **84-2.03B(2) Thermoplastic**

#### **84-2.03B(2)(a) General**

[Remove the following:].

Apply thermoplastic in a single uniform layer by spray or extrusion methods

[Add the following:].

Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt or on concrete shall be installed per manufacturer's specifications.

Apply thermoplastic by extrusion methods or using preformed markings. Thermoplastic shall be non-skid and non-slip and be retroreflective.

#### **84-2.03B(2)(c) Sprayable Thermoplastic**

[Remove section 84-2.03B(2)(c) in its entirety].

#### **84-2.03B(6) Paint**

[Remove the following:].

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be dry before applying the 2nd coat.

[Add the following:].

Apply painted traffic stripes and/or pavement markings shall be installed with 2 coats of paint. The 1st coat of paint must be dry before applying the 2nd coat.

[Revise the title of the following section 84-2.04B:].

#### **84-2.04B Measurement and Payment**

[Remove the following:].

A double traffic stripe consisting of two 6-inch-wide yellow stripes are measured as 2 traffic stripes except for painted traffic stripes and sprayable thermoplastic traffic stripes. A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes are measured as single traffic stripe.



[Add the following:].

Pairs of traffic stripes or pairs of double traffic stripes for purposes such as centerlines, two-way left turn lanes, striped medians, etc. shall be measured as a single line from the beginning to the end of the extents of the stripe, and shall not be measured as total length of all stripes.

## **84-9 EXISTING MARKINGS**

### **84-9.03B Remove Traffic Stripes and Pavement Markings**

[Replace in its entirety with the following:].

All striping and pavement markings must be removed to the fullest extent possible from the pavement by wet sandblasting with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations.

All pavement markers to be removed shall be removed without damaging the pavement.

Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately. Traffic stripes and markings shall be removed before any change is made in the traffic pattern and before painting new stripes and markings.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated.

After removal of existing markers and striping, temporary markers and striping must immediately be in place until such time where the final markers and striping can be placed.

[Add the following section:].

#### **84-9.03B(1) Temporary Striping, Signing, Raised Pavement Markers**

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

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

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the ENGINEER for approval prior to placement.

At no time shall the street be open to traffic without delineation to separate opposing traffic. The Contractor shall provide temporary travel lane delineation, as required, at all times. Temporary delineation type shall be at the inspector's discretion.

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

Contractor shall provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line, which is obliterated by construction for a distance longer than 10 feet.

The Contractor shall furnish and install traffic delineation using paint "cat tracking," temporary marking tape, temporary flexible reflective markers, or other approved media immediately as existing stripes are removed, including bicycle lanes, in existing locations or as shown on striping sketch.

### **Payment**

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

### **Bid Item #5: Curb Ramp Modifications**

All curb ramp modification and minor concrete work and materials shall comply with the current edition of Section 303-5 of the Standard Specifications for Public Works Construction ("Greenbook") and the City of Costa Mesa Standard Drawings. The Contractor shall furnish all material, services, labor and equipment necessary to provide the improvements shown on the plans and as detailed in these special provisions.

## **Description**

This work shall consist of the removal of existing PCC improvements and construction of PCC curb ramp with detectable warning device, including excavation, root removal, protection and/or replacement of existing drains, if any, subgrade preparation, backfill, compaction and cleanup, as shown on the Plan, and/or as marked in the field. The limits of removal and reconstruction for each ramp shall be as shown on the plan and as directed by the City, shall include the curb, gutter, sidewalk, within the curb return.

## **73 CONCRETE CURBS AND SIDEWALKS**

### **73-3 Sidewalks, Gutter Depressions, Island Paving, Curb Ramps, and Driveways**

#### **73-3.01 General**

[Add the following:].

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

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

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

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

Curing compound shall be applied in accordance with the provisions of the GREENBOOK.

#### **CITY Standard Drawings**

The following CITY Standard Drawings shall apply or per the direction of the ENGINEER:

- Curb and Gutter shall conform to Nos. 312 and 314.
- Concrete Sidewalk shall conform to Nos. 411, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB.
- Driveways shall conform to Nos. 313, 513, and 514.

- Cross-gutters shall conform to No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans.

### **Caltrans Standard Plans**

The following Caltrans Standard Plans shall apply:

- Americans with Disabilities Act (ADA) Access Ramps - Construction shall conform to Caltrans Standard Drawing No. A88A adjusted to meet the latest ADA regulations and requirements. The width of the wheel chair access ramp "W" shall be a minimum of five (5') foot wide.

### **ADA Access Ramps**

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

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

The detectable warning surface shall be Armor-Tile replaceable truncated domes or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow**. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

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

### **AC Tie-in**

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

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

### Curb and Gutter

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

SPECIAL NOTE: In order to comply with ADA requirements cross slope of gutter plate and AC at wheelchair ramp locations shall not exceed 5% grade in the gutter pan.

SPECIAL NOTE: Curing compound shall be applied in accordance with the provisions of the GREENBOOK.

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

### Existing Landscape Areas

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

### Other Existing Facilities and Obstructions

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

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

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

### **Curb and Gutter**

Per CITY Standards, weakened plane joints are required every ten feet (10') and felt paper every forty feet (40'). Transitional curb and gutter shall be ten feet (10') from one type to the other. No construction joints will be permitted.

## **Concrete Sidewalk**

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to these Special Provisions and as shown on the Plans. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements. Prior to initiating the work outside the City rights-of-way, the City will obtain the necessary right of access documents from the private property owner.

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

The Contractor shall inspect the location of the concrete sidewalk work area to be re-constructed prior to beginning the work. If the work entails removing and replacement of existing concrete sidewalk outside the work limit area as depicted within these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

### Existing Landscape Areas

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

The Contractor shall place new sod or seed and top soil to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations. The Contractor may be directed by the ENGINEER to sod or seed other areas as necessary in conformance with these Specifications.

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

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations. Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 of the Standard Specifications.

The Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust the heads to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½" schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER.

The Contractor may salvage and reuse sprinkler heads that are still in reusable and functional condition for use at locations from which they were removed.

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

the irrigation system shall be done within five (5) days or sooner after disconnection. During disconnection period of existing irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with a temporary irrigation system and/or shall water the landscaped areas by hand. Homeowner's water supply shall not be used without written consent from each homeowner.

The Contractor shall modify, relocate or replace and/or extend all encountered irrigation lines or sprinkler heads so as to give full coverage to landscape area.

The Contractor may be directed to extend the existing sprinkler system or place a P.V.C. sleeve under the new sidewalk improvements into the landscaped area between the curb and sidewalk and other locations as necessary as determined in the field by the ENGINEER.

Prior to accepting work, the Contractor must turn the system on, and it must work properly in the presence of and to the satisfaction of the Engineer and property owner. The Contractor shall replace any damaged and dead grass or landscaping beyond construction limits resulting from Contractor's operation or insufficient water supplies at no cost to the CITY.

#### Other Existing Facilities and Obstructions

Contractor shall adjust to grade existing water meter boxes (WM) to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes shall be removed and replaced by the Contractor, contact Mesa Water District to obtain and pickup new WM box. WM box shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field.

The Contractor shall relocate any street signs, which interfere, or conflict with construction of the sidewalk. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on the Plans or as depicted within these Specifications.

At certain addresses, the Contractor will be directed to remove concrete and/or other improvements in the right-of-way. Upon the completion of the removal of existing concrete improvements within the parkway, including the underlying aggregate base for which no replacement is required, the Contractor shall backfill the void with Modified Class "A" Topsoil for placing new sod or seed as directed in those respective bid items.

#### Payment

Measurement and Payment shall be per the unit price bid per **Lump Sum (L.S.)** as constructed in accordance with these Technical Special Provisions, pursuant to the manufacturer's recommendations, and as shown on the Plans. The Work Limits are from beginning of curb return (BCR) joint to end of curb return (ECR) joint and include the appropriate tie-in to the existing curb and gutter and sidewalk as required or as shown on the Plans and shall include, but not limited to, the removal and disposal of the existing ADA ramp, curb and gutter, sawcutting existing A.C., removal and disposal of A.C. section, concrete, forms and other incidentals to re-

construct the ADA ramp pursuant to the appropriate Case, new curb and gutter, sidewalk, A.C. tie-in with slot cut, tie-in to existing curb and gutter and sidewalk, placement and compaction of crushed miscellaneous base (CMB), purchase and installation of detectable warning surface, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to re-construct existing ramps as required by these Special Provisions, Caltrans Standard Specifications and Plans, and as shown on the Plans. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

#### **Bid Item #6: Traffic Signal Interconnect**

All Traffic Signal Interconnect work and materials shall comply with Section 87 “Electrical Systems” of the 2018 CSP and RSP, notably Section 87-18 “Interconnection Conduit and Cable” and Section 87-19 “Fiber Optic Cable Systems”. The Contractor shall furnish all material, services, labor and equipment necessary to provide signal interconnection between new and existing signals and establish communication between the new traffic signal and the City of Costa Mesa Traffic Management Center (TMC).

#### **Description**

The scope of work in general consists of completing all necessary traffic signal interconnect work at the intersection of Baker Street/Randolph Avenue to establish communications between the new traffic signal and the City of Costa Mesa Traffic Management Center (TMC). Work includes, but is not limited to, replacing existing traffic signal interconnect pullbox with new #6E pull box complete with new fiber optic splice closure. Contractor shall pull all necessary slack from adjacent traffic signal interconnect pull boxes and splice new fiber optic drop cable to connect to new traffic signal cabinet. Contractor shall furnish and install new fiber optic Ethernet switch and all other necessary fiber optic communication equipment to integrate new traffic signal to the existing Centracs Traffic Signal Central System at the TMC.

#### **Payment**

Payment for the proceeding shall be per the Lump Sum bid fee for Traffic Signal Interconnect and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.



**APPENDIX A**  
**SCE DESIGN – ELECTRICAL SERVICE**

### CONSTRUCTION NOTES:

Unless otherwise specified on the working drawing which forms a part of the specification, the Contractor/Developer shall furnish the following items at no cost to the Edison Company.  
Southern California Edison Company has attempted to correctly show all existing utilities and substructures in the vicinity of the work, but does not guarantee there are no other substructures in the area.  
Failure of SCE to show all substructures in their correct location will not be a basis for a claim for extra work, and the contractor shall be responsible for all damages to substructures whether shown or not.

1. FOR GENERAL SPECIFICATIONS SEE UGS GI 001.
2. CONDUIT:
  - a. Minimum cover in street or parkway is 30" below gutter grade, unless noted otherwise.
  - b. Minimum cover on private property is 30" below finished grade, unless noted otherwise.
  - c. Contractor is to furnish and install approved conduit to Edison specifications per UGS CD 100.1, 110 AND 120.
  - d. For the type of conduit for this job, See UGS CD 110.1.
  - e. Install all risers per UGS CD 160, 161, 162 and 170.
  - f. Cap all mainline conduits per UGS CD 148 and service conduits per UGS CD 150.
  - g. Install blank conduit plugs in all conduits terminating into Vaults, Manholes, SOE's & all cap locations, per UGS CD 180.1 & UGS CD 180.2
  - h. Install pull rope in all conduit runs. Pull rope to be at least 3/8" polypropylene rope, braided or twisted. For specifications, approved makes, and suppliers, see UGS GI 040.
  - i. All conduit must be mandrelled with the approved mandral UGS CD 197.
3. CONDUIT RADIUS REQUIREMENTS:
  - a. The minimum radius for bends are:
    - 36" for conduits 3" in diameter or smaller
    - 48" for conduits 4" and 5" in diameter
    - 60" for 6" diameter conduit
  - b. The minimum radius for all sweeps of all mainline conduits is 12'-6" (unless noted otherwise).

### 4. EXCAVATION AND BACKFILL:

- a. Work area shall be cleared and rough graded to within four inches of final grade prior to installation of Edison conduit or structures.
- b. All excavations shall be in accordance with the California State Construction Safety Orders (when applicable), Edison specifications, and all governing local ordinances.
- c. Each trench to be a uniform depth below final grade prior to installation of Edison conduit or structures.
- d. Backfill shall be provided by the Contractor for all excavations and shall include crushed rock, concrete, and/or imported backfill, when required.
- e. Backfill with a MINIMUM of one sack per yard sand cement slurry around and over vaults and manholes per UGS GI 030, section 6.4 and around PMH's within one foot of finished grade, per UGS SS 590.1.
- f. Backfill, per Edison specifications, shall immediately follow conduit or substructure installation. At no time shall conduit be left exposed over 24 hours.
- g. No rocks are allowed within 12 inches of direct-buried cables or any conduit without concrete encasement. Native backfill capable of passing through a one-half inch mesh screen shall be considered to be "rock free". If existing backfill does not pass through a 1/2" screen, place imported sand 3" below and 12" above Edison cables. After this point, no rocks larger than 12" diameter are permitted.
- h. All backfill shall be compacted to meet or exceed local ordinances or other requirements. It shall be placed in a manner that will not damage the conduit or substructure or allow future subsidence of the trench or structures.

### 5. PAVING:

Re-paving, where required, shall be placed in such a manner that interference with traffic, including pedestrian traffic, will be kept to a minimum. The Contractor shall establish a program of repaving acceptable to the Municipality, County, or other authority having jurisdiction and which is acceptable to Edison.

### 6. STRUCTURES:

- a. All substructures shall be constructed or installed to Edison specifications.
- b. Install protection barriers per UGS MS 830 when required in areas exposed to traffic, per Edison Inspector.
- c. All conduit lines and concrete floored substructures shall be water tight.
- d. All grounding materials shall be furnished and installed by the Contractor.

### 7. RETAINING WALLS:

When required, retaining walls shall be provided by the Developer. Walls are required wherever grade rises more than 18 inches above the structure or 24" above the pad surface at a distance of 5 feet from the same, or in areas subject to erosion. Design and installation must comply with local building ordinances. Refer to Edison Inspector for typical space requirements.

### 8. PERMITS:

**NOTE:**  
ALL ELECTRICAL DUCTS AND STRUCTURES WILL CONFORM TO GENERAL ORDER #128 (RULES FOR CONSTRUCTION OF UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, JANUARY 2006).

### WARNING

THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE, HOWEVER, THE FINAL DETERMINATION OF EXACT LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

TYPICAL CC

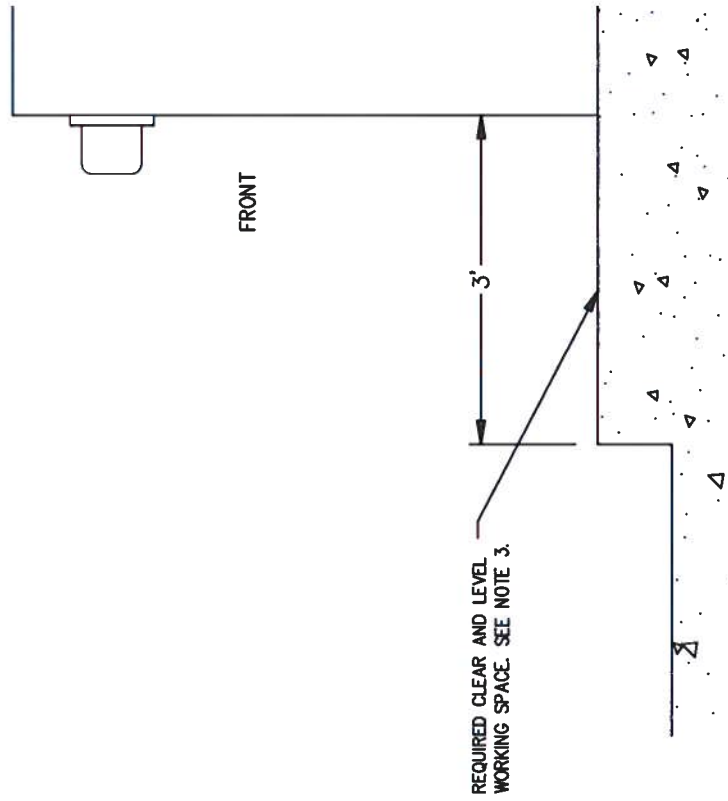
SEE



SIMILAR CONS 2

DB1: Rev. 09/23/1

## PANEL CLEARANCE UNDERGROUND SERVICE CONNECTIONS SEE ESR 3-16



# CITY OF COSTA MESA CALIFORNIA

## NEW TRAFFIC SIGNAL PLAN

FOR

## BAKER STREET AT RANDOLPH AVENUE

## TRAFFIC SIGNAL MODIFICATION PLAN

FOR

## BAKER STREET AT COOLIDGE AVENUE

### GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COSTA MESA STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE 2014 C.O.M. CODE.
- ALL UTILITY COMPANIES SHALL BE NOTIFIED 72 HOURS PRIOR TO THE START OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL UTILITY COMPANIES INVOLVED.
- TRAFFIC CONTROL DURING CONSTRUCTION SHALL COMPLY WITH THE CITY OF COSTA MESA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- ALL WORK IS SUBJECT TO INSPECTION. CONSTRUCTION SHALL NOT BE STARTED WITHOUT THE APPROVAL OF THE CITY ENGINEER.
- ALL STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT ALL TIMES.
- ALL STREETS SHALL BE PROPERLY MAINTAINED AT ALL TIMES THROUGHOUT CONSTRUCTION.
- GRADE ANY DAMAGE TO EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL GRADE IMMEDIATELY AFTER THE CONSTRUCTION. ALL NEW PAVEMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- SEWERAGE SHALL BE REPAIRED PER CITY OF COSTA MESA STANDARD SPECIFICATIONS AND REPAIRED PER CITY OF COSTA MESA STANDARD SPECIFICATIONS.
- LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND FIELD CONDITIONS. THE UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTS AND BUSINESSES AT ALL TIMES UNLESS OTHERWISE APPROVED.
- ANY DISCREPANCIES AND/OR DEVIATIONS ARISING DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY ENGINEER AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE CORRECTION OF PUBLIC WORKS/CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO DRIVE, OFFSITE AND ADJACENT UTILITIES, FACILITIES AND PROPERTIES.
- ALL SURVEY MONUMENTS SHALL NOT BE DISTURBED BY THE CONSTRUCTION OF THESE IMPROVEMENTS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT AND MAINTENANCE OF ALL SURVEY MONUMENTS AS SPECIFIED BY THE SUBDIVISION MAP ACT AND CONSTRUCTION DOCUMENTS.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ELEVATIONS PRIOR TO ANY CONSTRUCTION.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE 2014 C.O.M. CODE.
- ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED WITH LIKE MATERIALS AND SHALL BE APPROVED BY THE CITY ENGINEER AND THE CITY ENGINEER.

### NOTICE TO CONTRACTOR

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CONSTRUCTION PERMITS FROM ALL UTILITIES THAT MAY BE CROSSING OR ADJACENT TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL UTILITY COMPANIES INVOLVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL UTILITIES DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL UTILITIES DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL UTILITIES DAMAGED DURING CONSTRUCTION.



### LEGEND:

- PROJECT TRAFFIC SIGNAL

### SHEET INDEX:

- | NO. | TITLE SHEET   |
|-----|---|
| 1   | TITLE SHEET   |
| 2   | RAVING SIGNAL PLAN / SIGNAL AND SIGNING PLAN<br>BAKER STREET AT RANDOLPH AVENUE           |
| 3   | RAVING SIGNAL MODIFICATION PLAN<br>BAKER STREET AT COOLIDGE AVENUE<br>(ADDITIVE BID ITEM) |

### PUBLIC SERVICE AGENCIES BEFORE EXCAVATION CALL THE FOLLOWING TELEPHONE NOS.

- |                |  |
|----------------|--|
| 811            | UNDERGROUND SERVICE ALERT (USA)                                      |
| (949) 207-5449 | MESA WATER DISTRICT (PHIL LAUR)                                      |
| (949) 651-1727 | CITY OF COSTA MESA (BOB HARRIS)                                      |
| (714) 875-0634 | SOUTHERN CALIFORNIA Edison CO. (DAVID HARRIS)                        |
| (714) 654-3267 | SAN Geronimo CO. (RICHARD CLEMONS)                                   |
| (818) 701-6546 | SOUTHERN CALIFORNIA GAS CO. (DICK HARRISON) (UTILITY REQUEST CENTER) |
| (949) 451-5066 | IRVINE WATER DISTRICT (RICKY DANNA)                                  |
| (714) 303-7248 | ORANGE COUNTY SANITATION DISTRICT (MICKY DANNA)                      |
| (714) 360-5816 | O.C. TIA STAFFS AND TOOLS (DESPATCH)                                 |
| (714) 268-4339 | A.T.S. (LOCAL BRANCH)  |
| (714) 618-9179 | AV COMMUNICATIONS (SMITHBORO)  |
| (703) 347-9000 | SPECTRUM TIME MARKET (TAYLOR SANDOZ)                                 |

ACA Job No. 175-016  
Project Name: 175/2020  
Print Date: 1/15/20  
Last Revision: 1/15/2020



SHEET  
1 OF 3

TRAFFIC SIGNAL MODIFICATION PLAN

TITLE SHEET

PLAN NUMBER



CITY OF COSTA MESA  
DEPARTMENT OF PUBLIC SERVICES / TRANSPORTATION DIVISION

NO.	DATE	REVISIONS

NO.	DATE	REVISIONS

NO.	DATE	REVISIONS

NO.	DATE	REVISIONS

Underground Service Alert  
Call: TOLL FREE  
811  
TWO WORKING DAYS BEFORE YOU DIG

DATE: 1/15/20  
APPROVED BY: [Signature]  
CITY ENGINEER  
DATE: 1/15/20  
APPROVED BY: [Signature]  
CITY ENGINEER





**EXHIBIT C**

**ADDENDA**



# CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** MAY 14, 2020<sup>1</sup>

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** ADDENDUM NO. 1 – NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE, CITY PROJECT NO. 21-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [seung.yang@costamesaca.gov](mailto:seung.yang@costamesaca.gov). **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 and modifies the following items:

This project, entitled **"NEW TRAFFIC SIGNAL FOR BAKER STREET AT RANDOLPH AVENUE"** shall be now City Project No. **21-01**.

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. Should it be necessary to request clarification on these matters, please contact me via email: [Seung.Yang@costamesaca.gov](mailto:Seung.Yang@costamesaca.gov).

Sincerely,

**Seung Yang, P.E.**  
City Engineer

**EXHIBIT D**

**BONDS**

**[TO BE ATTACHED FOLLOWING CITY COUNCIL APPROVAL.]**



**EXHIBIT E**

**SUMMARY OF PUBLIC CONTRACT CODE 9204**

## **SUMMARY OF PUBLIC CONTRACT CODE § 9204**

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

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

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

### Initial Review

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

### Meet & Confer

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

### Mediation

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

### Miscellaneous Provisions

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

**EXHIBIT F**

**DRUG-FREE WORKPLACE POLICY**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.