

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
TANAGER PARK AND DONALD DUNGAN LIBRARY
CONCRETE INSTALLATION PROJECT**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated June 6, 2022 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and BLACK ROCK CONSTRUCTION COMPANY, a California corporation ("CONTRACTOR").

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

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

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

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

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

1. SCOPE OF WORK.

The Project consists of installation of a new concrete pad and concrete sidewalk at Tanager Park, located at 1780 Hummingbird Drive, Costa Mesa and installation of a new concrete pad at Dungan Library, located at 1855 Park Ave., Costa Mesa. The work includes the following in accordance with the City's plans and specifications: removal of existing sidewalk and installation of new four-inch (4") thick plain cement concrete (PCC) sidewalk; removal of existing grass and dirt and installation of new concrete pad consisting of five-inch (5") thick PCC over three inches (3") of crushed miscellaneous base (CMB) with three-eighths inch (3/8") rebar doweled to existing concrete pad; installation of control joints, expansion foam and caulking at center joint of concrete pad; excavation and regrading of existing landscape; removal of concrete boulders; relocation and extension of existing irrigation control valves and irrigation; removal of existing concrete pad and installation of new concrete pad consisting of six-inch (6") thick PCC over four inches (4") of CMB; and other work as detailed in the Contract Documents (the "Work").

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

The Project is known as the Tanager Park and Donald Dungan Library Concrete Installation Project.

2. CONTRACT DOCUMENTS.

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

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) CITY's Request for Bid, attached hereto as Exhibit B and incorporated herein;
- (d) Summary of Public Contract Code section 9204, attached hereto as Exhibit C and incorporated herein;
- (e) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit D and incorporated herein;
- (f) Drug-Free Workplace Policy, attached hereto as Exhibit E and incorporated herein; and
- (g) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook").

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

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

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

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

3. CITY'S REPRESENTATIVE.

The CITY's Representative is 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 Forty-Six Thousand Dollars (\$46,000.00).

8. ADDITIONAL SERVICES.

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

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

9. PAYMENTS TO CONTRACTOR.

CONTRACTOR may invoice CITY upon completion of the Work to CITY's satisfaction. CITY will pay CONTRACTOR's invoice within thirty (30) days of receipt.

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 ten (10) 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 calendar day beyond the date provided for the completion of such Work.

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

14. PERFORMANCE BY SURETIES.

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

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

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

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

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

19. CONTRACT SECURITY AND GUARANTEE.

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

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

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

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and

replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

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

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

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

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

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the

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

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR.”
- (ii) Notice: “Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”
- (iii) Other Insurance: “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

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

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

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

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City’s Risk Management.

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

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This

Project is a "public works" project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

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

23. COMPLIANCE WITH ALL LAWS.

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

24. DRUG-FREE WORKPLACE POLICY.

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

25. NON-DISCRIMINATION.

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

26. PROVISIONS CUMULATIVE.

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

27. NOTICES.

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

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Seung Yang

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

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

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

Philadelphia Indemnity Insurance Company
330 N. Brand Blvd. Ste. 700
Glendale, CA 91203-2336
Attn: Amanda Garcia

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 C.

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

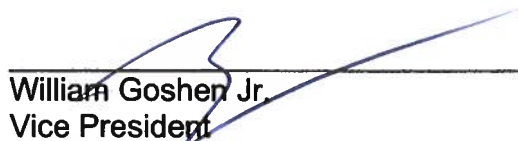
Date: 6/09/2022

CONTRACTOR



Traci Goshen
President

Date: 6-7-22



William Goshen Jr.
Vice President

Date: 6-7-22

ATTEST:



Brenda Green

Brenda Green
City Clerk

Date: 6/9/2022

APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 6/09/2022

APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang
Risk Management

Date: 6/9/22

APPROVED AS TO PURCHASING:

Carol Molina

Carol Molina
Finance Director

Date: 6/9/22

DEPARTMENTAL APPROVAL:

Raja Sethuraman

Raja Sethuraman
Public Services Director

Date: 6/9/22

S. Yang

Seung Yang
Project Manager

Date: 6/8/22



EXHIBIT A
CONTRACTOR'S BID



REQUEST FOR BID

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

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

ATTN: Cristina Oquendo

VIA EMAIL TO: cristina.oquendo@costamesaca.gov

NO LATER THAN 4:30 P.M., ON FRIDAY, May 6, 2022

ALL PAGES MUST BE INCLUDED IN PROPOSAL TO BE RESPONSIVE

VENDOR'S NAME <i>Black Rock Const.</i>	TELEPHONE : <i>714-412-3106</i>	DATE <i>4-28-22</i>
STREET ADDRESS <i>. 929 Mariner St.</i>	Email: <i>B711 Sr @ Black Rock - Construction . Me L</i>	
CITY, STATE & ZIP <i>Brea, Ca. 92821</i>	JOB NAME/LOCATION Tanager Park and Dungan Library Concrete Installation Project	

SCOPE OF WORK: (PROVIDED BY DEPARTMENT)

Concrete work to be constructed as an extension for the use of Pickle Ball courts and concrete sidewalk for pedestrian access at Tanager Park and installation of concrete pad at Dungan Library. Scope of work includes installation of 5" pcc over 3" cmb with 3/8" rebar doweled to existing concrete pad, install control joints, expansion foam and caulking at center joint of concrete pad, excavation, regrading of existing landscape, removal of concrete boulders, relocation and extension of existing irrigation control valves, and irrigation, installation of new 4' concrete sidewalks, and installation of concrete pad 6" pcc over 4" cmb. Work to be completed per attached plans and proposal schedule (P-1) that is to be submitted by vendor at the time of bid. A public works agreement will need to be fully executed prior to issuing a notice to proceed. (A sample agreement is attached for reference)

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

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

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

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

FOR THE SUM OF:

forty six thousand 2⁰⁰ 00 dollars (\$ *46,000⁰⁰*)

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

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


AUTHORIZED SIGNATURE

PROPOSAL FOR

TANAGER PARK AND DUNGAN LIBRARY CONCRETE INSTALLATION PROJECT

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

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

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

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Mobilization	1	LS	\$ <u>3,000</u>	\$ <u>3,000</u>
2	Remove existing and Construct P.C.C. sidewalk (4" P.C.C. over 4" C.M.B.) See Proposed Plan A.	375	SF	\$ <u>20.00</u>	\$ <u>7,500.00</u>
3	Remove existing and Construct P.C.C. concrete pad - pump mix (5" P.C.C. over 3" C.M.B.) with rebar (3/8"). See Proposed Plan A.	700	SF	\$ <u>25.00</u>	\$ <u>17,500.00</u>
4	Install expansion foam and Sika caulking or approved equal at center joint of concrete slab. See Proposed Plan A.	1	LS	\$ <u>1,000</u>	\$ <u>1,000.00</u>
5	Remove existing, haul away, regrade existing grass and dirt, and replace with topsoil and/or sod to match existing Kikuyu Grass, including removal of (3) boulders within new sidewalk. See Proposed Plan A.	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
6	Remove existing and reconstruct concrete pad (6" P.C.C. over 4" C.M.B.). See Proposed Plan B.	200	SF	\$ <u>35.00</u>	\$ <u>7,000</u>

Total: 46,000

Name of bidder: Black Rock Const. Contract Person for bidder: Brian Goshen Jr.

Bidder's address: 929 Mariner St., Brea Ca. 92821

NOTE:

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

EXHIBIT B
REQUEST FOR BID



REQUEST FOR BID

Submitted to City of Costa Mesa/Public Services

For Projects and Maintenance Services Under \$60,000

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

ATTN: Cristina Oquendo

VIA EMAIL TO: cristina.oquendo@costamesaca.gov

NO LATER THAN 4:30 P.M., ON FRIDAY, May 6, 2022

ALL PAGES MUST BE INCLUDED IN PROPOSAL TO BE RESPONSIVE

VENDOR'S NAME	TELEPHONE :	DATE
STREET ADDRESS	Email:	
CITY, STATE & ZIP	JOB NAME/LOCATION Tanager Park and Dungan Library Concrete Installation Project	

SCOPE OF WORK: (PROVIDED BY DEPARTMENT)

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

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

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

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

FOR THE SUM OF:

_____ dollars (\$_____)

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

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

AUTHORIZED SIGNATURE

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

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

WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

LIABILITY INSURANCE COVERAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD CONDITIONS

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

WORK ORDER CONDITIONS

3. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
4. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions: (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

MISCELLANEOUS CONDITIONS

3. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.

DEFINITION

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

(5146-22)

PROPOSAL FOR

TANAGER PARK AND DUNGAN LIBRARY CONCRETE INSTALLATION PROJECT

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

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

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

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Mobilization	1	LS	\$ _____	\$ _____
2	Remove existing and Construct P.C.C. sidewalk (4" P.C.C. over 4" C.M.B.) See Proposed Plan A.	375	SF	\$ _____	\$ _____
3	Remove existing and Construct P.C.C. concrete pad - pump mix (5" P.C.C. over 3" C.M.B.) with rebar (3/8"). See Proposed Plan A.	700	SF	\$ _____	\$ _____
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5	Remove existing, haul away, regrade existing grass and dirt, and replace with topsoil and/or sod to match existing Kikuyu Grass, including removal of (3) boulders within new sidewalk. See Proposed Plan A.	1	LS	\$ _____	\$ _____
6	Remove existing and reconstruct concrete pad (6" P.C.C. over 4" C.M.B.). See Proposed Plan B.	200	SF	\$ _____	\$ _____

Total: _____

Name of bidder: _____ Contract Person for bidder: _____

Bidder's address: _____

NOTE:

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

SPECIAL PROVISIONS/ BID ITEMS

A. Bid Items

The work embraced herein shall be done in accordance with the latest Greenbook Standards insofar as the same may apply and these special provisions.

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

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

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

Bid Item No. 1 - MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, work necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project, and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required at all times and for all nonworking days during construction period. The Contractor shall secure an adequate storage site for equipment and materials.

The Contractor shall limit excavations for curb and gutter, driveways, sidewalk, cross-gutter and spandrels work that will leave an open excavation for only one weekend in a continuous two-week period.

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

All cross gutters and spandrel work shall be done in phases in order to provide one travel lane in each direction at all times.

Contractor shall provide steel plates to bridge excavations for vehicles at no cost to the City in order to provide access to driveways if requested by the resident.

Once work is started, the Contractor has ten (10) working days to perform and complete all work (hard and landscape work) at each location.

The Contractor shall provide traffic control and access in accordance with Section 7-10 of the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones, latest edition, these special provisions and the standards contained in the Work Area Traffic Control Handbook (WATCH), published by Building News, Inc. (latest edition).

The Contractor shall perform all work for this project Monday through Friday, except City observed holidays, and shall be allowed to work from 7:30 a.m. to 3:30 p.m. on residential streets, from 8:30 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference).

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

Contractor may close the work area to traffic on two-lane streets, but must continue to provide two-way traffic at all times.

In addition to compliance with Section 7-10 of the Standard Specifications, the Contractor shall:

At least five (5) working days prior to commencing the notification requirements herein, the Contractor shall submit his construction schedule to the City for review and acceptance. This schedule shall provide affected residents and businesses ample "on-street" parking within an 800-foot distance from their residence and/or businesses'. Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least three (3) working days prior to the scheduled notification to the residents of the streets affected

Two (2) weeks prior to construction, the Contractor shall be responsible for the hand delivered notification letters to all affected residences and businesses informing them of the pending project and scope of work. The Contractor shall notify the residents during the curing period of the concrete it cannot be driven on. The Contractor shall submit a sample resident notification letter to the City for approval at least five (5) working days prior to delivery. The Contractor shall hand deliver copies of the approved notification letter to the affected residences and businesses prior to the scheduled construction and posting of "No Parking" signs shall be at least 72 hours prior to the scheduled construction.

This letter shall state the date and time of restricted travel on the affected street. Direction to "on-street" parking within 800 feet of the residence and or business shall be included in this letter. Failure to meet the approved schedule requires that the Contractor immediately notify residents and/or businesses of the cancellation for that day's work and reschedule construction of the affected area at a later date. Re-notification of rescheduled work shall follow this same procedure. The contractor is responsible in modifying the construction dates on each signs.

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

Contractor shall replace and/or repair the damaged pavement outside the construction limits damaged by their operations to the satisfaction of the Engineer at no cost to the City.

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

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

Keep the areas adjacent to the construction site clear of any objects that may be hazardous to pedestrians. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.

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

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated.

The City will only provide inspection during the designated construction hours Monday through Friday. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.

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

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

- a. Any work located within a two (2) block of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with Engineer, prior to commencing of proposed improvements.
- b. Contractor is not allowed to perform any work adjacent to the Orange County Fair Grounds from the Friday prior to the start of the Orange County Fair to the Monday after the Fair ends. During this time, Contractor shall coordinate with the Engineer locations of the streets, as specified in the City's Orange County Fair Moratorium Map, prior to commencing of proposed improvements.
- c. The Contractor shall not be allowed to perform any work from Monday before Thanksgiving to Monday after New Year's Day on Arterial streets, and during the week of any Holiday (Sunday through Saturday) on Residential streets. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.
- d. During elections, no work will be allowed within six hundred feet (600') from polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.
- e. Prior to commencement of any work within City limits, the contractor shall coordinate with the Engineer so that the work performed will not interfere with any special events occurring in the City throughout the year.

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.

Contractor shall provide construction fencing to close portions of the park as necessary for construction.

PAYMENT

Compensation for the preceding shall be per the unit price bid per lump sum (LS). It shall be considered full compensation for complying with the requirements stated above, including keeping the construction site in a safe condition, securing adequate storage site and obtaining all business licenses and permits, as required for the entire project, from all related agencies including but not limited to utility companies, private and public agencies. 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 No. 2 - CONCRETE SIDEWALK (4" CONCRETE OVER 4" CMB)

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk, which includes new wheelchair ramps including monolithic curb, sidewalk flares around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to Section 303-5 of the Standard Specifications, APWA Standard Drawings and the City of Costa Mesa Standard Drawings Nos. 411, 412, and 413, (and 414 where necessary). Four inches (4") of crushed miscellaneous base (CMB) shall be required under all sidewalks, wheelchair ramps and flares. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements.

Location for reconstruction at Tanager Park, see Plan A.

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

If there is asphalt concrete adjoining sidewalk to be reconstructed, one-foot (1') of the adjoining pavement shall be removed and replaced with a structural section of 4" AC. The asphalt concrete class and grade shall be Type III-C3-PG64-10 (½" sieve size) for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

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

If the location marked by the Engineer consists of removing existing landscaping and dirt improvements and constructing new concrete sidewalk, the work shall include the removal and disposal of the existing improvements, clearing and grubbing (including tree roots to a depth of 6" below subgrade), excavation, compaction, furnishing and placing 4" of CMB, and regrading the area next to the newly constructed sidewalk to join existing at 1:2 grade.

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

Contractor shall adjust to grade existing water meter boxes (WM) and traffic signal pullbox to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes and traffic signal pullboxes shall be removed and replaced by the Contractor. Contractor shall contact Mesa Water District or Irvine Ranch Water District to obtain and pickup new WM box. Contractor shall contact Engineer for the procurement of new traffic signal pullboxes. WM box and traffic signal pullbox shall be furnished to the Contractor at no cost.

Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 7-9 of the Standard Specifications. During construction, the Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust them to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe size to match existing but no less than ½" schedule 40, PVC pipe to tie into existing pipes, new sprinkler heads equal to or better than existing, and all appurtenances. All work shall conform to Sections 212-2 and 308-5 of the Standard Specifications and as directed by the Engineer.

The Contractor may salvage and reuse sprinkler heads that are still in reusable and functional condition for use at locations from which they were removed.

At the time that the work is started at each location, the Contractor shall cut interfering portions of existing irrigation lines and cap all ends for future reconnection. All repair and replacement of the irrigation system shall be done within five (5) days or sooner after disconnection. During disconnection period of existing

irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with temporary irrigation system and/or shall water the landscaped areas by hand. Homeowner's water supply shall not be used without written consent from each homeowner.

The Contractor shall modify, relocate or replace and/or extend all encountered irrigation lines or sprinkler heads so as to give full coverage to landscape area.

As determined in the field by the Engineer, the Contractor may be directed to extend the existing sprinkler system or place a P.V.C. sleeve under the new sidewalk improvements into the landscaped area between the curb and sidewalk and other locations as necessary.

Prior to accepting work, the Contractor must turn the system on, and it must work properly in the presence of and to the satisfaction of the Engineer and property owner. The Contractor at no cost to the City shall replace any damaged and dead grass or landscaping beyond construction limits resulting from Contractor's operation or insufficient water supplies.

The Contractor shall furnish and place Modified Class "A" Topsoil and new sod or seed in accordance with Section 212-1 and Section 308 of the Standard Specifications for parkways and behind the right-of-way areas.

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

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

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

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.

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

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

PAYMENT

Payment for the preceding requirements shall be per the unit price bid per square foot of new sidewalk and shall include:

1. Saw cutting, clearing and grubbing, unclassified excavation, furnishing and placement of 4" CMB, placement of concrete, removing tree roots encountered within the excavation limits, blocking out and/or widening existing tree wells.
2. Restoration of sprinkler systems including any reducers required for different pipe sizes, and from existing or new pipes to the sprinkler heads, connection points, all fittings, all tees and ells, backfill material for pipe trench, and all miscellaneous materials for proper installation and/or modification for construction of complete sprinkler system
3. Furnish and place Modified Class "A" Topsoil, landscaping, plants and new sod.
4. Re-grading the areas adjacent to the new sidewalk construction to transition to join new improvements at

1:2 grade.

5. Installing 4' wide concrete walkway in the parkway or as directed by the Engineer in the field.
6. Remove and replace existing PCC improvements in the parkway or behind R.O.W. at the marked limits, including tree well widening locations or as directed by the Engineer in the field.
7. Adjusting water meter boxes, water valves, and traffic signal pullbox to grade.
8. Grind or remove existing tree roots in the excavation limits (trees were previously removed by others).
9. Removing misc. parkway concrete, widening areas at tree wells and/or areas of existing pavers, and replacing with modified Class "A" topsoil to join existing.
10. Replacement, or repair to the existing curb drains during construction operations.
11. Placement of curing compound.

No additional compensation will be allowed.

Bid Item No. 3 - Remove existing and Construct P.C.C. concrete slab (5" P.C.C. over 3" C.M.B.) with rebar (3/8").

The Contractor shall demo, remove and haul away existing grass and dirt to construct new 5" thick concrete pad over 3" crushed miscellaneous base. Contractor shall place 3/8" rebar, 18" x18" apart throughout concrete pad, tied, and elevated. Contractor shall dowel No. 3 bars starting at 1' from edge to existing concrete slab, and tied into the new slab.

Concrete shall be a 3000-psi pump mix. A pump may be required if the contractor cannot place the concrete material with other material at no additional cost to the City.

Concrete shall be class 520-C-3000 (Type V). Crushed miscellaneous base material shall be 3/4-inch (fine).

Contractor shall install control joints as required for each court used for future PickleBall courts. Location for reconstruction at Tanager Park, see Plan A.

Bid Item No. 4 - Install expansion foam and caulking at center joint of concrete slab

Contractor shall install expansion foam and Sika caulking or approved equal at center joint of concrete slab. Location for reconstruction at Tanager Park, see Plan A.

Bid Item No. 5 - Remove existing, haul away, regrade existing grass and dirt, and replace with topsoil and/or sod to match existing. (including (3) boulders within new sidewalk

Contractor shall remove existing improvements and shall include the removal and disposal of the existing improvements, clearing and grubbing, excavation, and regrading the area next to the newly constructed concrete pad and sidewalk to join existing at 1:2 grade. Contractor shall replace existing landscape with topsoil and/or sod to match existing Kikuyu Grass.

Location for reconstruction at Tanager Park, see Plan A.

Bid Item No. 6 – Remove existing and reconstruct concrete pad (6” P.C.C. over 4” C.M.B.)

The Contractor shall sawcut, remove existing, and construct new concrete pad conforming to the City's requirement and with modifications to meet ADA regulations.

Four (4) inches of CMB shall be required under concrete pad. **All concrete work shall be finished in texture, scoring, banding in generally the same manner as the adjacent existing improvements, unless specified.**

Concrete shall be class 560-C-3250. Crushed miscellaneous base material shall be ¾-inch (fine).

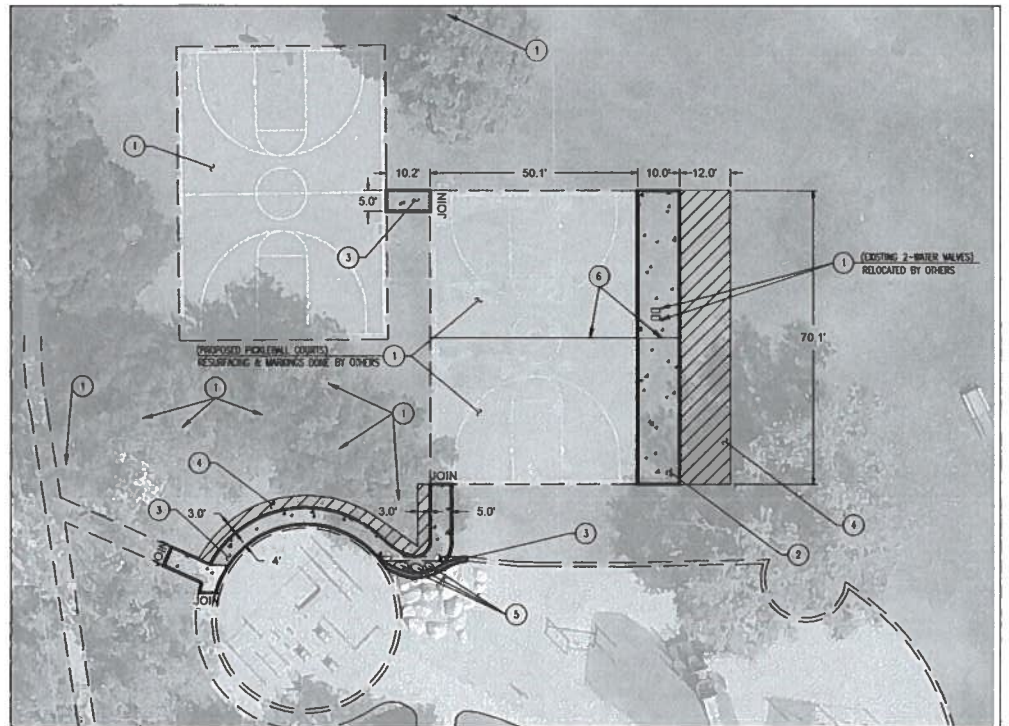
Curing compound shall be applied in accordance with the provisions of the GreenBook.

Location for reconstruction at Dungan Library, see Plan B.

PROJECT LOCATION



VICINITY MAP

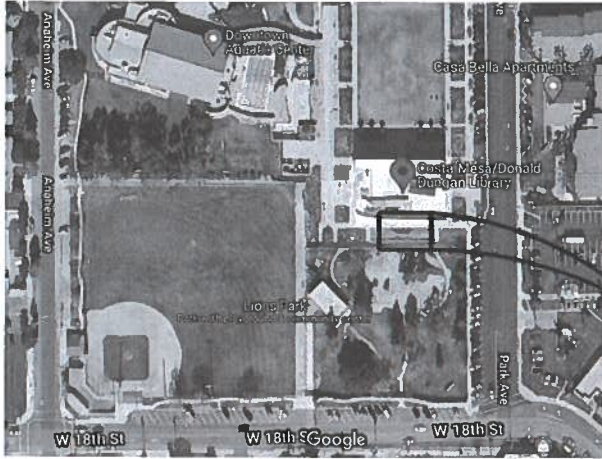


CONSTRUCTION NOTES:

- ① PROTECT IN-PLACE AND INTACT.
- ② REMOVE EXISTING AND CONSTRUCT CONCRETE PAD TYPE IV CONCRETE 3000 PSI (PUMP MIX) WITH 3/8" REBAR - (5" P.C.C. OVER 3" C.M.B.) PLACE 3/8" REBAR 18" X 18" APART THROUGHOUT, TIED AND ELEVATED. INSTALL REBAR INTO EXISTING CONCRETE PAD, AND TIED INTO NEW CONCRETE SLAB.
- ③ REMOVE EXISTING AND CONSTRUCT SIDEWALK PER CITY STD. DIV. NO. 411.
- ④ REMOVE EXISTING, REGRADE AREAS ADJACENT TO NEW CONCRETE TO JOIN TO EXISTING AT MAX 1:2 GRADE, AND REPLACE EXISTING LANDSCAPE OR SOO WITH IMPROVED KIKUYU GRASS.
- ⑤ REMOVE EXISTING (3) LANDSCAPE BOULDERS
- ⑥ INSTALL EXPANSION FOAM AND Sika CALKING OR APPROVED EQUIV. AT CENTER JOINT OF CONCRETE SLAB. CONTROL JOINTS WILL BE INSTALLED AS REQUIRED.

SCALE: 1"=20'

TANAGER PARK CONCRETE IMPROVEMENTS (PROPOSED PICKLE BALL COURTS)-PLAN A
1780 HUMMINGBIRD DRIVE, COSTA MESA

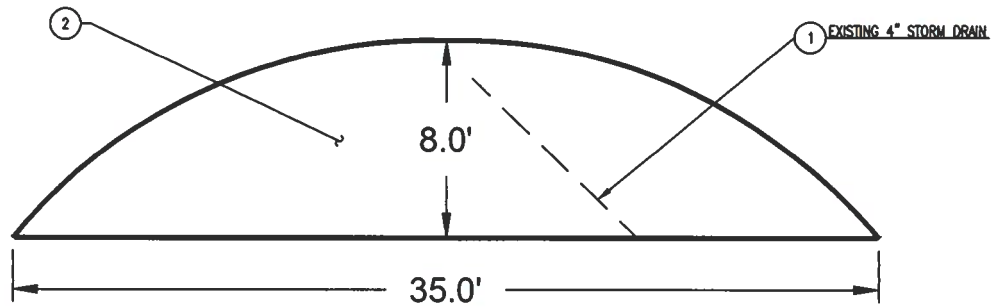


PROJECT LOCATION

VICINITY MAP

CONSTRUCTION NOTES:

- ① PROTECT IN-PLACE AND INTACT.
- ② REMOVE EXISTING AND RECONSTRUCT CONCRETE PAD (6" P.C.C. OVER 4" C.M.B.) 3250 PSI (AREA = 200 SF)



SCALE: N.T.S.

DUNGAN LIBRARY INSTRUMENTS CONCRETE PAD – PLAN B
 1855 PARK AVE, COSTA MESA

SHEET 1 OF 1

EXHIBIT C

SUMMARY OF PUBLIC CONTRACT CODE SECTION 9204

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

EXHIBIT D

BONDS

Bond Number PB02497501372

Premium: \$662.00

FAITHFUL PERFORMANCE BOND
PUBLIC WORK

(The premium charge on this bond is \$ \$662.00 , being at
the rate of \$ \$14.40 per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has
entered into a contract dated _____, 20 2022 , which is hereby incorporated by reference
herein, with Black Rock Construction Company

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

Tanager Park and Dungan Library Concrete Installation Project

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

NOW, THEREFORE, We the Principal, and Philadelphia Indemnity Insurance Company
a corporation organized and existing under the laws of the State of Pennsylvania and duly
authorized to transact business under the laws of the State of California, as Surety, are held and
firmly bound unto the CITY OF COSTA MESA in the penal sum of Forty-Six Thousand and
No/100 Dollars (\$ \$46,000.00), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 17th
day of May _____, 2022.

Black Rock Construction Company

Bill Goshen Jr., Vice President
Philadelphia Indemnity Insurance Company

Shane Wolf, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 17, 2022 before me, Beata A. Sensi, Notary Public,
(Here insert name and title of the officer)

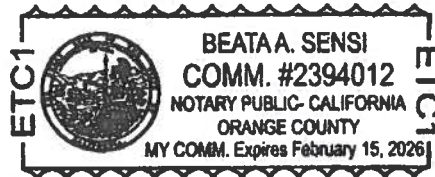
personally appeared Bill Goshen, Jr.,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that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

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

WITNESS my hand and official seal.

Beata A. Sensi
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND #PB02497501372

(Title or description of attached document)

Black Rock Construction Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 5/17/22

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 17, 2022 before me, Beata A. Sensi, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Beata A. Sensi
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND #PB02497501372
(Title or description of attached document)

FOR BLACK CONSTRUCTION CO.
(Title or description of attached document continued)

Number of Pages 1 Document Date 5/17/22

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Power of Attorney

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

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

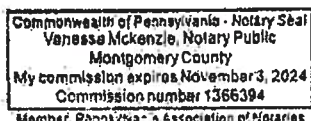


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of May, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7040 • PHILX.com

SURETY BOND SEAL ADDENDUM
PHILADELPHIA INDEMNITY INSURANCE COMPANY

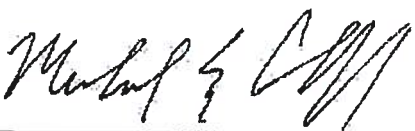
As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: 
Michael Cundiff, Senior Vice President

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

WHEREAS, the City of Costa Mesa, State of California, has awarded to Black Rock Construction Company, hereinafter designated as the "Principal", a contract for the project known as: Tanager Park and Dungan Library Concrete Installation Project in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

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

NOW, THEREFORE, We, the undersigned Principal, and Philadelphia Indemnity Insurance Company, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of Forty-Six Thousand and No100 Dollars (\$ 46,000.00) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 17th day of May, 20 22.

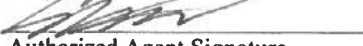
Black Rock Construction Company
Name of Contractor (Principal)

Philadelphia Indemnity Insurance Company
Name of Surety

800 E. Colorado Blvd., 6th Flr, Pasadena, CA 91101
Address of Surety

City of Costa Mesa
Form Revised 05-28-2020


Authorized Signature/Title
Bill Goshen, Jr., Vice President


Authorized Agent Signature

Shane Wolf, Attorney-in-Fact
Print Name and Title

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 17, 2022 before me, Beata A. Sensi, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND NO. PB02497501372
(Title or description of attached document)

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

Number of Pages 1 Document Date 5-17-22

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 17, 2022 before me, Beata A. Sensi, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Beata A. Sensi
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND NO. PB02497501372

(Title or description of attached document)

FOR BLACK ROCK CONSTRUCTION CO.

(Title or description of attached document continued)

Number of Pages 1 Document Date 5/17/22

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

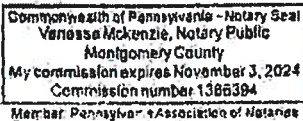


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public;



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of May, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





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INSURANCE COMPANIES**

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SURETY BOND SEAL ADDENDUM

PHILADELPHIA INDEMNITY INSURANCE COMPANY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: _____

Michael Cundiff, Senior Vice President



EXHIBIT E
DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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