

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
INTERWEST CONSULTING GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of February, 2024, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and INTERWEST CONSULTING GROUP, INC., a Colorado corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide construction management and inspection support services for Adams Ave and Pinecreek Drive Intersection Project, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City which shall not be unreasonably delayed or withheld. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Two Hundred Nine Thousand Seven Hundred Sixty-One Dollars and Eighty Cents Dollars (\$ 209,761.80).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and end on February

5, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1] year period upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant 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:

- (a) 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) 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 limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant 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 Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) 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 Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant'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."
- (d) Any failure 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.
- (e) The Consultant'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.

5.3. 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.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and

content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section 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.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Interwest Consulting Group, Inc.
1 Jenner, Suite 160
Irvine, CA 92618

Tel: (619) 372- 9962
Attn: Paul Meschino

IF TO CITY:

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

Tel: (714) 754- 5633
Attn: Seung Yang

Courtesy copy to:

City of Costa Mesa

77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all third party claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, 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 Consultant, 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 negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its

share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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, Consultant 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.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of

incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant 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.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said

parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

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

CONSULTANT

Paul Meschino
Paul Meschino
President, California

Date: 2/22/24

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 3/13/2024

ATTEST:

Brenda Green 3/13/2024
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 3/12/24

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 3/6/24

APPROVED AS TO CONTENT:



Seung Yang
Project Manager

Date: 3/7/24


DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 3-7-24

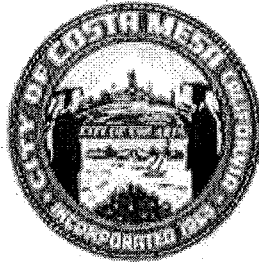
APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: March 5, 2024

EXHIBIT A
CITY'S REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES FOR ADAMS
AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
(FEDERAL PROJECT NO. CML-5312(104), CITY PROJECT NO. 23-01)**



PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Released on July 31, 2023

**REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES FOR ADAMS
AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**

The City of Costa Mesa is seeking proposals and statements of qualifications for construction management services for the federally funded Adams Avenue and Pinecreek Drive Intersection Project. These services generally include inspection, contract administration, soils and materials testing, and other services as outlined in the attached scope of work. The selected engineering firm (Consultant) will designate an individual who is a registered Professional Engineer to serve as the construction Resident Engineer. The Resident Engineer shall be responsible for all matters related to the Consultant's personnel and operations, and provide plan reviews, inspection, quality assurance materials testing, and contract administration under the overall supervision of the City's Project Manager. The Consultant shall provide a certified laboratory for soil and material testing services. Additional inspection personnel shall be full time and/or on an as-needed basis and provide assistance to and work under the direction of the Resident Engineer.

The Consultant shall be in accordance with the Sample Professional Service Agreement (**Appendix E**) terms, conditions, and scope of work (**Appendix A**). Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The construction is anticipated to start in November 2023 and be completed within 90 working days; however, the term is expected to be for 2 years with 1, one-year renewal option. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

- 2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	July 31, 2023
Deadline for Written Questions	August 15, 2023 at 11:00 a.m.
Responses to Questions Posted	August 17, 2023
Proposals are Due	August 25, 2023 at 2:00 p.m.
Interviews	September 8, 2023
Approval of this Contract	November 2023
Start Construction of Project	November 2023

**All dates are subject to change at the discretion of the City.

- 3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A, Scope of Services**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**
 - a. It is imperative that the selected Consultant have diverse roadway and streetscape engineering and construction management experience working on federal projects. The consultant must have direct extensive experience and a successful track record of completing federal construction projects and be knowledgeable about federal procedures and requirements. The consultant shall be thoroughly acquainted with the latest revisions of the Caltrans Local Assistance Procedures Manual (LAPM) and the requirements and exhibits therein. The selected Consultant personnel shall be Registered Civil Engineers and will provide complete construction management services including: labor, compliance, processing change orders and Requests for Information (RFI's), construction management, coordination, scheduling, administration, inspection, quality assurance materials testing, drawing submittal review and approval coordination, project records, and preparing and reviewing federal documents and forms during the execution of the project as well as project close-out.

- b. The Consultant shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.
- c. All Proposers must identify the Resident Engineer and Inspector(s), and the individual authorized to negotiate the contract on behalf of the engineering firm; and provide an organization chart showing all proposed key project team members and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

The minimum qualifications for the position of Resident Engineer shall be as follows:

- Five (5) years of project management experience on similar public works construction projects.
- Licensed Civil Engineer in the State of California.
- Ability to use typical computer programs such as Microsoft Word, Excel, and Project.
- Accessible to the City at all times during working hours.
- In-depth and direct experience in complying with State and Federal contract administration, records, and report requirements.
- Resident Engineer should be up-to-date and knowledgeable about the requirements of the latest edition of the Local Assistance Procedures Manual (LAPM), including but not limited to Chapter 5 (Invoicing), Chapter 9 (Civil Rights and Disadvantaged Business Enterprises), Chapter 16 (Administer Construction Contracts), Chapter 17 (Project Completion) and all exhibits and forms therein and all Division of Local Assistance Office Bulletins and COIN Information Notices.

The minimum qualifications for the position of Construction Inspector shall be as follows:

- Five (5) years of construction inspection experience on similar highway projects.
- Knowledge of construction practices, physical characteristics and properties of highway construction materials, and methods and equipment for physical testing of construction materials.
- Ability to work independently.
- Ability to use typical computer programs such as Microsoft Word and Excel.
- In-depth and direct experience in complying with federal requirements as it pertains to inspection services on federal projects

II. GENERAL INSTRUCTIONS AND PROVISIONS

- 1. Proposal Format Guidelines:** Interested firms are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain

no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Consultant must sign the letter. Indicate the address and telephone number of the Consultant's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach & Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Identifies the project's potential issues and response to them.
- **Qualifications, Organization & Key Staff Experience:** Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the designated Resident Engineer and inspector to provide construction management and inspection support services for federally funded projects administered through Caltrans.
 2. Team is managed by an individual with **experience directly managing** similar federally funded projects administered through Caltrans. This person has in-depth knowledge of the latest edition of the Local Assistance Procedures Manual and the individual's time is appropriately committed to this project.
 3. Proposes adequate and appropriate disciplines of project team.
 4. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project and have direct experience managing federal construction projects within Southern California.
 5. Overall organization of the team is relevant to City of Costa Mesa needs.

6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
7. Proposer has a system or process for managing cost and budget.
8. Proposer should be up-to-date and knowledgeable about the requirements of the latest edition of the Local Assistance Procedures Manual (LAPM), including but not limited to Chapter 5 (Invoicing), Chapter 9 (Civil Rights and Disadvantaged Business Enterprises), Chapter 16 (Administer Construction Contracts), Chapter 17 (Project Completion) and all exhibits and forms therein and all Division of Local Assistance Office Bulletins and COIN Information Notices.

- **Scope of Services to be Provided:**

1. Proposed scope of services is appropriate for phases of the work.
2. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.
3. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.

- **Experience & Record of Success on Similar Federal Projects:** Proposer has completed construction management of similar types of federally funded projects on time and budget. Describe the projects the firm recently completed over the past five (5) years that are similar in size and scope to demonstrate competence to perform these services and provide references and City staff contact information for each project.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Fee Schedule:** The professional services agreement will be awarded based strictly upon the scoring rubric identified in this RFP. The fee schedule must be submitted separately and show the hourly cost of personnel per task with a total not-to-exceed amount for the project. It is requested that the fee, including all meetings, reproduction, materials, and associated project expenses, be itemized for the project with a total not-to-exceed amount.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix E**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be

submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix F** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee Schedule shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total not to exceed cost.
- **Forms to Accompany Proposal:** **Appendix F** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than **2:00 p.m. (P.S.T) on August 25, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **August 15, 2023 at 11:00 a.m.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check the City's Planetbids page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than those posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Consultant will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes firm's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Project Approach, Scope, & Methodology ----- 20%**
2. **Qualifications, Organization & Key Staff Experience----- 40%**
3. **Experience and Record of Success on Similar Federal Projects --- 30%**
4. **Cost Effectiveness ----10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside

experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **Friday, September 8, 2023**. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Consultants in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Consultant's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,

- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix F** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any

Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix F**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix E** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix F**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to Planetbids. Proposers should check this web page daily for new information

APPENDIX A

Scope of Work

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01

APPENDIX A

SCOPE OF SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (FEDERAL PROJECT NO. CML-5312(104), CITY PROJECT NO. 23-01)

The Public Works Department of the City of Costa Mesa (City) is requesting proposals from qualified firms (Consultant) for construction management and inspection support services for the construction of the federally funded Adams Avenue and Pinecreek Drive Intersection Project (Project).

The Adams Avenue and Pinecreek Drive Intersection Project is federally funded via the Orange County Transportation Authority (OCTA) Bicycle Corridor Improvement Program (BCIP) grant, contributions from Coast Community College District, and local City funds. The selected Consultant will be required to follow all federal requirements throughout execution of the project.

The Project was advertised for construction on July 28, 2023. The solicited plans and bid set can be found in the attached appendices. The anticipated award date for the construction contract is November 2023. Construction is anticipated to commence in November 2023.

INTRODUCTION AND PURPOSE

The City of Costa Mesa is seeking proposals and statements of qualifications for construction management services for the Adams Avenue and Pinecreek Drive Intersection Project. These services generally include inspection, contract administration, soils and materials testing, and other services as outlined in this scope of work. The selected engineering firm (Consultant) will designate an individual who is a registered Professional Engineer to serve as the construction Resident Engineer. The Resident Engineer shall be responsible for all matters related to the Consultant's personnel and operations, and provide plan reviews, inspection, quality assurance materials testing, and contract administration under the overall supervision of the City's Project Manager. The Consultant shall provide a certified laboratory for soil and material testing services. Additional inspection personnel shall be full time and/or on an as-needed basis and provide assistance to and work under the direction of the Resident Engineer.

PROJECT DESCRIPTION

The project consists of constructing pedestrian and bicycle improvements at and in the vicinity of the Adams Avenue intersection as defined by the attached plans (**Appendix B**) and project bid set (**Appendix C**). The project will specifically benefit the over 25,000 students and adults that attend Orange Coast College, will enhance the traffic patterns, improve pedestrian and bicycle connectivity at the intersection, and reduce conflicts between vehicles, pedestrians, and bicyclists. Adams Avenue is classified as a Major Arterial in the City of Costa Mesa. The estimated construction cost is \$1,700,000.

Project components include:

- Reconstructing the northbound S Street free-right-turn lane to a conventional right-turn-lane.
- Reconstructing the eastbound Adams Avenue free-right-turn-lane to slow right turning vehicular traffic

- Constructing a new wider sidewalk and trail at the southwest and northeast corners of the intersection
- Constructing a crosswalk across the west leg of the intersection
- Installing green bicycle pavement markings, intersection bicycle box, and 2-stage queue box
- New ADA ramps, curb & gutter reconstruction, signing and striping, landscaping and utility adjustments
- Traffic signal modifications to accommodate new intersection improvements

These improvements will require coordination with the City of Costa Mesa and Orange Coast College as to not conflict with the College's special events.

SCOPE OF SERVICES

Construction work is anticipated to begin in November 2023 and extend for 90 working days. Even though the management of the project is being performed by the consultant, the final number of personnel and exact duration of assignments may be adjusted by the City prior to executing the contract and the notice to proceed. Authorization of a Construction Management contract is exclusively at the discretion of the City and contingent on funding availability. Consultant personnel shall be available within two (2) days of written notification by City (notice to be issued tentatively in November 2023), and be available for up to a maximum of six (6) weeks after City's acceptance of the construction project.

It is imperative that the selected Consultant have diverse roadway and streetscape engineering and construction management experience working on federal projects. The consultant must have direct extensive experience and a successful track record of completing federal construction projects and be knowledgeable about federal procedures and requirements. The consultant shall be thoroughly acquainted with the latest revisions of the Caltrans Local Assistance Procedures Manual (LAPM) and the requirements and exhibits therein. The selected Consultant personnel shall be Registered Civil Engineers and will provide complete construction management services including: labor, compliance, processing change orders and Requests for Information (RFI's), construction management, coordination, scheduling, administration, inspection, quality assurance materials testing, drawing submittal review and approval coordination, project records, and preparing and reviewing federal documents and forms during the execution of the project as well as project close-out.

The Consultant shall provide complete technical and administrative services to ensure successful project completion on time and under budget, and provide coordination oversight for all activities taken by outside entities in connection with the project including utility companies, OCTA, and Orange Coast College. The Consultant shall maintain a close liaison with the City's Project Manager.

The minimum qualifications for the position of Resident Engineer shall be as follows:

- Five (5) years of project management experience on similar public works construction projects.
- Licensed Civil Engineer in the State of California.
- Ability to use typical computer programs such as Microsoft Word, Excel, and Project.
- Accessible to the City at all times during working hours.
- In-depth and direct experience in complying with State and Federal contract administration records and report requirements.

The minimum qualifications for the position of Construction Inspector shall be as follows:

- Five (5) years of construction inspection experience on similar highway projects.
- Knowledge of construction practices, physical characteristics and properties of highway construction materials, and methods and equipment for physical testing of construction materials.
- Ability to work independently.
- Ability to use typical computer programs such as Microsoft Word and Excel.
- In-depth and direct experience in complying with federal requirements as it pertains to inspection services on federal projects

The City's Project Manager will administer the Consultant contract and provide general direction to the Consultant. Resumes of personnel shall be submitted to City for review and approval prior to assignment to a task. The City and the Consultant will have the responsibility of determining the quality and quantity of work performed by the Consultant's employees. If, at any time, the level of performance is below expectations, the City may release the Consultant's personnel and request another person be assigned as needed.

When an employee is on leave or absent, the Consultant shall provide an equally qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

The typical workday includes all hours worked by the construction contractor, generally weekdays between 8:30 a.m. and 3:30 p.m.; however, work may be performed during the nighttime on special circumstances upon written approval from the City. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, Consultant services for inspection shall not be provided unless authorized by the Project Manager. The City's Project Manager will provide 8 hours advance notice if Consultant services are not required.

All personnel shall be knowledgeable of and comply with all applicable local, state and federal regulations. The Consultant shall cooperate and consult with City officials during the course of the contract, and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications and meets all federal requirements. The Consultant's personnel shall keep records and document work in accordance with standard construction practices.

Consultant should be up-to-date and knowledgeable about the requirements of the latest edition of the Local Assistance Procedures Manual (LAPM), including but not limited to Chapter 5 (Invoicing), Chapter 9 (Civil Rights and Disadvantaged Business Enterprises), Chapter 16 (Administer Construction Contracts), Chapter 17 (Project Completion) and all exhibits and forms therein and all Division of Local Assistance Office Bulletins and COIN Information Notices.

General duties provided by the Consultant shall include:

- Performing the duties of construction inspection and field engineering/testing including: grading, demolition, paving and subgrade inspection, electrical inspection, drainage, signing and striping inspection, landscaping inspection, quantity calculations, checking grade and alignment, construction traffic control, materials sampling and testing, and ensuring compliance with project plans and specifications.
- Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City. Analyze the plans and

- specifications for possible errors and deficiencies and report such findings to the City.
- Maintain an awareness of safety and health requirements, and of applicable regulations and contract provisions for the protection of the public and project personnel.
 - Maintain continuous communications with the field personnel, construction administration and City staff, and with project neighbors to resolve community project problems and to advise them of work conditions affecting businesses and the neighborhood.
 - Prepare calculations, records, reports, and correspondence related to project activities. Perform analytical calculations for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions, and preparation of "As-Built" plans.
 - If the City determines that changes are necessary, the Consultant's personnel shall prepare Change Orders in accordance with City procedures.
 - Perform required field tests and compliance testing such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests.
 - Prepare claims reports and be available for any claims settlement meetings.
 - Process monthly progress payment reimbursement requests for Federal portions of work.
 - Review contractor's CPM schedule and construction staging plans, and issue comments. Recommend recovery schedules when needed.
 - Oversee Contractor's Storm Water Pollution Prevention Program (SWPPP) responsibilities.

Tasks to be provided by the Consultant shall include, but are not limited to:

A. Initial-Construction Phase

- Conduct a review of construction PS&E to become familiar with the project, and comment on potential constructability issues.
- Initiate project control system.
- Review project storm water control plans and traffic control plans.
- Assist in implementing public relations outreach plan.
- Review and comment on Contractor's submitted Schedule of Work.
- Review Contractor's notifications to utilities and proposed scheduling with utilities.
- Review and coordinate analysis of Contractor's submittals with the Project Manager.
- Conduct pre-construction conference. Review the Labor Provisions of the Contract and EEO requirements with the Contractor at the Pre-Construction Meeting

B. Construction Phase - Provide all construction management services including:

- Responsible for all compliance inspections.
- Provide inspectors for on-the-job continuous inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and ensure that provisions of the contract documents are being fulfilled
- Prepare daily inspection reports documenting observed construction activities.
- Obtain Certified Payrolls and Owner Operator Listings. Check all certified payrolls.
- Conduct Employee Interviews
- Maintain Written Evidence of Apprentices Employed on the Project
- Cross Check Daily Reports, Interviews, Payrolls and Wage Rates in Order to Determine Contractor and Subcontractor Compliance
- Take Action for Payroll Delinquencies, Discrepancies, and Inadequacies

- Document that the Required Posters and Wage Rates are Displayed at the Job Site
- Take and maintain digital photographs providing documentation of construction activities; bind, label, and date photographs
- Assist in monthly progress payment recommendations by making measurements of bid items.
- Conduct weekly project meetings at the initial phase of construction that may be changed to bi-weekly meetings towards the end of the project; prepare minutes and distribute to designated parties.
- Monitor project budget, purchases, and payments.
- Review the updated construction schedules and maintain records.
- Establish and process job control documents including:
 - daily inspection reports;
 - weekly and/or bi-weekly progress reports;
 - monthly construction payments;
 - requests for information
 - material receipts
 - weigh certificates
 - material submittals
 - weekly statements of working days
 - construction change orders
 - review of certified payroll records and labor compliance documents
- Ensure that Construction Contractor submits required federal tracking forms throughout the construction and review and make sure forms are completed properly. Required forms are outlined in the Caltrans Local Assistance Procedures Manual (LAPM) Chapters 9, 15, 16 and 17 and also in the required federal-aid contract language (LAPM Exhibit 12-G). The Consultant shall be thoroughly acquainted with the LAPM and its forms. The required federal reporting forms are provided in **Appendix G**, and are including but not limited to:
 - LAPM Exhibit 16-B: Subcontracting Request (**prior to start of subcontracted work**)
 - LAPM Exhibit 9-J: DBE Commercially Useful Function (CUF) (Initial and then **quarterly**)
 - LAPM Exhibit 9-P: Prompt payment certification (for DBE & non-DBE subs) (**monthly**)
 - LAPM Exhibit 16-Z1: Monthly DBE Trucking Verification (**monthly**)
 - Form FHWA-1391: Federal-Aid Highway Construction Contractor's Annual EEO Report (**annually**)
 - LAPM Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (**at project completion**)
 - LAPM Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certifications Status Change (**at project completion**)
- Review of schedule updates:
 - Compare work progress with planned schedule and notify the Construction Contractor of project slippage. Review the Contractor's plan to get back on schedule.
 - Obtain weekly updates from the Contractor on the construction schedule incorporating actual progress, weather delays, and change order impacts.
 - Analyze the schedule to determine the impact of weather, unforeseen conditions, and extra work.
 - Assist City's Project Manager to negotiate time extensions due to change orders or other delays.
 - At the end of each month, submit to Project Manager a progress report based on actual work accomplished consisting of a written narrative describing the overall progress, significant problems, proposed corrective action, and status of major changes. Progress payments shall be based on substantiated (earned value) reporting.

- Assist City's Project Manager in negotiation of change orders:
 - Perform quantity and cost analysis as required for negotiation of change orders.
 - Analyze additional compensation claims that are submitted during the construction period and prepare responses.
 - Perform claims administration including coordinating and monitoring claims responses, logging claims, and tracking claim status.

- Review, comment, and facilitate responses to Requests For Information:
 - Prepare responses to RFI-related construction issues.
 - Transmit product and design-related RFI's to the City's Project Manager for approval.
 - Conduct meetings with the Construction Contractor and other parties as needed to discuss and resolve RFI's.

- Evaluate and verify the DBE Performs a Commercially Useful Function (CUF) throughout duration of contract. Please see FHWA Tips on Evaluating a Commercially Useful Function found in **Appendix G**.
- Ensure Submittal of Exhibit 9-P: Prompt Payment Certification by the 15th of the month for the previous month's activities for DBE and non-DBE subconsultants and submit to Caltrans prior to end of the month. Verify all Exhibit 9-P information, monitor compliance with prompt payment requirements.
- Ensure Prompt Payments to DBEs
- Evaluate cost reduction incentive proposals and provide recommendations to the Project Manager for acceptance or denial.
- Monitor and enforce Construction Contractor's compliance with water quality control plans and traffic control plans.
- Identify actual and potential problems associated with the construction project and consult with the Project Manager and the design engineer.
- Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- Facilitate any necessary utility coordination with all utility companies and the Construction Contractor. Coordinate, schedule, implement, and monitor utility relocations.
- Prepare monthly progress payment requests; negotiate differences over amount with the Construction Contractor, and process payments through the Project Manager. Progress payments are to be paid within 30 days of payment request.
- Prepare Caltrans forms for grant reimbursement requests for Project Manager approval

- **Quality Assurance** - The Consultant shall enforce the City's Quality Assurance Program (QAP) (May 2021), in conformance with the plans and specifications. The QAP can be found in **Appendix D**. The City will contract with a Caltrans certified and approved laboratory facility for testing of soils and materials. Consultant shall oversee and coordinate with the testing laboratory to ensure compliance and enforcement of the City's QAP and the consultant shall oversee the Contractor's compliance with Caltrans Materials Engineering and Testing Services (METS) procedures and certifications for traffic signal pole and sign manufacturing inspections. In addition, the consultant shall also perform the following tasks:
 - Schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents, including source inspections and materials

acceptance.

- Verify that testing is performed in accordance with the California Test Methods as specified in the Caltrans "Manual of Testing" and shall meet the latest requirements of ASTM.
- Verify that testing machines are calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards and must be Caltrans certified and approved.
- The consultant and the laboratory shall be responsible for all soils and materials testing performed for the project including source testing if required. Records and laboratory reports shall include all pertinent information and be presented legibly on City-approved forms.
- The consultant shall oversee the Contractor's compliance with Caltrans Materials Engineering and Testing Services (METS) procedures and certifications for traffic signal pole and sign manufacturing inspections.

C. Community Coordination - The Consultant shall be responsible for overseeing construction coordination with Orange Coast College. It is imperative that the Consultant carefully coordinate all construction activities between the College to eliminate any impacts caused by the College's special events..

If applicable, community coordination work shall include:

- Serve as primary contact and authority on all construction activities to the adjacent business community.
- Compile a file on all queries and discussions with the business community, identifying the business and contact name, phone number, address, the nature and date of the discussion, and any action taken.
- Review Contractor's construction "Public Notices" relative to dates, times, and type of work proposed, to avoid business impacts. Assure Contractor releases notices to each building unit and property owner within and in proximity to the work area, and well in advance of work.
- Closely monitor daily construction activities and provisions to assure no business impacts occur.
- On work focused in specific areas, coordinate with the Contractor to release focused Public Notices as they pertain to each business.
- Assure safe and acceptable access provisions are maintained throughout the project during all open business hours, without exception.
- Notify the Project Manager immediately of any significant issue.

D. Traffic Control and Safety - As required to safely complete the required inspection or survey work, the Consultant shall review the Contractor's prepared traffic control plans and the implementation of the plans, including lane closures, in accordance with the project special provisions and latest edition and revisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and requirements herein.

- The Consultant shall conform to State and Federal safety provisions. However, it is understood that the Contractor shall be solely responsible for all construction means, methods, techniques and procedures, and for the adequacy of all safety provisions associated with their work.
- The Consultant's personnel shall wear white hard hats, OSHA-approved vests, and rubber-soled steel toe shoes at all times while working in the field.
- The Consultant shall provide appropriate safety training for all their personnel.
- All safety equipment for the Consultant shall be furnished by the Consultant.

E. Post-Construction Phase

- Prepare initial punch list and consolidate comments into final punch list.
- Finalize the bid items, claims, change orders, punch list items, and correct shop drawings.
- Oversee completion of record drawings and as-builts.
- Prepare Report of Expenditures Checklist including all necessary attachments.
- Prepare final project federal reports and forms for expenditure, final Caltrans reimbursement, and all other federal reporting forms (e.g. disadvantaged business enterprise requirements, etc.)
- Transmit all project files and record drawings to Project Manager for archiving.
- Support construction claims analysis and litigation.
- Be available for any audits, including City internal audits.
- Ensure Submittal of Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change
- Obtain and Verify the Accuracy of Exhibit 17-F: Final Report – Utilization of DBEs
- Compare the Final Report – Utilization of DBE to the DBE Commitment Form
- Withhold Payment if DBE Commitments were not met

F. Miscellaneous Equipment, Vehicles, and Tools - The Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely, including:

- One vehicle (truck) for each inspector. Vehicles shall be equipped with internally controllable affixed and OSHA certified amber flashing lights, fire extinguishers, spare tires, and lockable toolboxes if they are parked on the roadway. Cars may be utilized if they are not parked within the roadway. All vehicles shall be maintained in good operating condition and appearance.
- City-approved nuclear gauges for inspection personnel to perform soils relative compaction field tests.
- Other field materials such as testing equipment and safety equipment for use by staff on the project.
- All necessary safety equipment required to perform the work efficiently and safely.
- Consultant personnel shall be provided with radios or cellular-equipped vehicles, digital cameras, and personal protective equipment suitable for the location and nature of work involved.

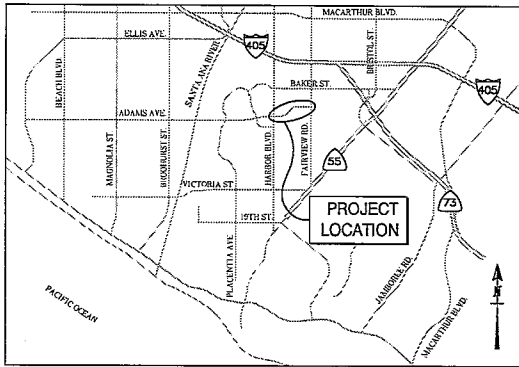
APPENDIX B

Project Plans

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01

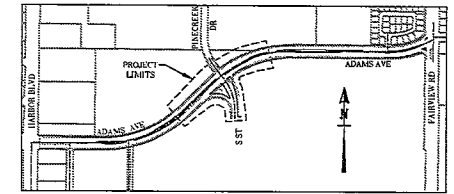


LOCATION MAP:
NOT TO SCALE

CITY OF COSTA MESA CALIFORNIA

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (BETWEEN APPROXIMATELY 530' WEST OF PINECREEK DR TO 465' EAST OF PINECREEK DR)

CITY PROJECT NO. 23-01
FEDERAL PROJECT NO. CML - 5312(104)



INDEX MAP
NOT TO SCALE

SHEET INDEX:

1	TITLE SHEET
2	TYPICAL SECTIONS AND DETAILS
3	STREET IMPROVEMENT PLANS
4	CURB RAMP DETAILS
5	SLIP RAMP GRADING AND ADJACENT SIDEWALK
6	SIGNING AND STRIPING PLAN
7	TRAFFIC SIGNAL PLAN
8	STREET LIGHTING PLAN
9	UTILITY PLAN
10-11	
12	

ABBREVIATIONS:

AC	ASPHALT CONCRETE
AD	ADJUST TO GRADE
ARM	ASPHALT RUBBERIZED HOT MIX
AVC	AVENUE
BC	BEGIN CURB
BCR	BEGIN CURB RETURN
BCG	SCORING
BOW	BACK OF WALK
BYP	GRASSY W/ FRENCH DRAIN
CATY PB	CABLE TV PULLBOX
CB	CATCH BASIN
CCTV	CLOSED-CIRCUIT TELEVISION
CF	CURB FACE
COS	CURB AND GUTTER
C&G	CENTERLINE
CMS	CRUSHED MISCELLANEOUS BASE
CNC	CONCRETE
DR	DRIVE
DR	DRIVE
DR	DRIVE
EDR	END CURB
ELPB	ELECTRICAL PULL BOX
EXC	EDGE OF CURB RETURN
EMP	EMERGENCY VEHICLE PREEMPTION
ENR	ENR
E	UNDERGROUND ELECTRICAL LINE
EH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISHED SURFACE
GR	GRADE BREAK
GPS	GLOBAL POSITIONING SYSTEM
ICV	IRRIGATION CONTROL VALVE
IRK	IRREGULAR
LD	LOCAL DEPRESSION
LF	LINEAR FEET
LT	LEFT
M&M	MESA WATER DISTRICT
MOC	MIDDLE OF CURB RETURN
NLY	NORTHERLY
OCC	ORANGE COUNTY COLLEGE
OCCPW	ORANGE COUNTY PUBLIC WORKS
OCCSD	ORANGE COUNTY SANITATION DISTRICT
OCTA	ORANGE COUNTY TRANSPORTATION AUTHORITY
PCC	PORTLAND CEMENT CONCRETE
PP	PROTECT IN PLACE
PP	PEDESTRIAN PUSH BUTTON
PRC	PROPOSED
PRC	PROPOSED
R/C	RELOCATE
REM	REMOVE
RET	RIGHT
R/W	RIGHT-OF-WAY
SLPB	STREET LIGHT PULL BOX
SMFO	SINGLE MODE FIBER OPTICS
SMH	SEWER MANHOLE
SS	SANITARY SEWER
SD	STORM DRAIN
ST	STREET
STD	STANDARD
TOP	TOP OF CURB
TH	TOP OF HEADER
TS	TRAFFIC SIGNAL
TSRB	TRAFFIC SIGNAL PULLBOX
TYP	TYPICAL
UT	UNDERGROUND TELEPHONE LINE
VLT	VAULT
W	WIDTH
W	WATER
WALK	SIDEWALK
WM	WATER METER
WV	WATER VALVE

NOTICE TO CONTRACTOR:

UNDERGROUND UTILITIES AND STRUCTURES ARE SHOWN AS REPORTED BY OWNER OR OTHERS. THEY ARE APPROXIMATE IN SIZE, LOCATION AND EXTENT.

THE CONTRACTOR SHALL, PRIOR TO STARTING CONSTRUCTION, UNCOVER ALL UTILITIES TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. ANY CONFLICT OR DISCREPANCY SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION; OTHERWISE THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ANY COST OF REPLACEMENT, RELOCATION, OR ADDITIONAL COST OF CONSTRUCTION RELATED TO UTILITY CONFLICTS.

THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THESE REQUIREMENTS SHALL BE APPLIED CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2022 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 6" MINIMUM WIDTH.

UNAUTHORIZED CHANGES:

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND THE CITY ENGINEER.

CALL THE FOLLOWING PUBLIC SERVICE AGENCIES BEFORE EXCAVATION:

UNDERGROUND SERVICE ALERT (USA)	811
AT&T	ERNEST ESTACIO (714) 618-9128
MESA WATER DISTRICT	PHIL LAUR (849) 631-1200
CHARTER COMMUNICATION	JOSE ROMAN (714) 591-4846
COSTA MESA SANITARY DISTRICT	ANDREW WONG (849) 645-8400
ORANGE COUNTY SANITATION DISTRICT (OCCSD)	(714) 982-2411
ORANGE COUNTY WATER DISTRICT (OCWD)	FERNANDO ALVARO (714) 378-3200
SOUTHERN CALIFORNIA EDISON CO.	SUSAN MORGAN (909) 835-7527
SOUTHERN CALIFORNIA GAS CO.	EMILY GRANT (714) 388-4888
SEC COMMUNICATIONS	DOUGLAS GALVERY (714) 237-6156

BASED ON SURVEYS BY:

Hullt Zedora
2603 Main St.
Suite 400
Irvine, CA 92614
Phone: (949) 988-5815

GENERAL NOTES:

- ALL WORK, LABOR AND MATERIALS SHALL BE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SPPWC), LATEST EDITION, THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF COSTA MESA, (LATEST EDITION), CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION), THESE PLANS, THE PROJECT CONSTRUCTION DOCUMENTS; AND ALL SAFETY REGULATIONS, CODES, AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE PROJECT CONSTRUCTION DOCUMENTS AND SHALL PROVIDE 24 HOUR SERVICE TO REMOVE, INSTALL, RELOCATE, AND MAINTAIN TRAFFIC CONTROL DEVICES.
- LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM THE VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATIONS. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE, AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES.
- AT NO TIME IS ANY RESIDENT OR BUSINESS TO BE WITHOUT DRIVEWAY ACCESS UNLESS OTHERWISE APPROVED.
- THE CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DIVISION, TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION.
- IF DISCREPANCIES AND/OR DEVIATIONS ARISE DURING CONSTRUCTION, THE CONTRACTOR SHALL CONSULT THE ENGINEER FOR DIRECTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ONSITE, OFFSITE AND ADJACENT UTILITIES, FACILITIES, AND PROPERTY.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTY OWNERS FROM ANY AND ALL DAMAGES THAT MAY OCCUR FROM STORMWATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONJUNCTION WITH CONSTRUCTION OF THESE IMPROVEMENTS.
- ALL SURVEY MONUMENTS SHALL NOT BE DISTURBED BY THE CONSTRUCTION OF THIS PROJECT, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL LOST OR DELTERIATED MONUMENTS, AS SPECIFIED BY THE SUBDIVISION MAP ACT.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS AS REQUIRED FROM THE CITY OF COSTA MESA AND APPLICABLE GOVERNMENTAL AGENCIES BEFORE CONSTRUCTION STARTS.
- CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ELEVATIONS PRIOR TO ANY CONSTRUCTION AND SHALL INFORM THE ENGINEER OF ANY CONFLICTS.
- COORDINATION NOTE: CONTRACTOR IS RESPONSIBLE TO COORDINATE TIMING OF CONSTRUCTION WITH THE PROPERTY OWNERS AND THE ENGINEER.
- THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTIES. THESE REQUIREMENTS SHALL BE APPLIED CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND PROTECT THE DESIGN PROFESSIONAL AGAINST ALL REAL OR ALLEGED CLAIMS IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL UNAUTHORIZED CHANGES AND USER. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USE OF THESE PLANS, ALL CHANGES TO THE PLANS MUST BE IN WRITING.
- ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH MANUAL), AND TRAFFIC CONTROL PLANS APPROVED BY THE TRANSPORTATION DIVISION.
- CITY INSPECTOR MUST BE CONTACTED AT LEAST 48 HOURS BEFORE START OF WORK
- THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
- ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY OF COSTA MESA TO ASSURE PUBLIC SAFETY AT ALL TIMES.
- THE CONTRACTOR SHALL UTILIZE FLAGGER(S) DURING CONSTRUCTION WORK AS DEMED NECESSARY BY THE CITY INSPECTOR.
- FLASHING ARROW PANEL(S) TO BE USED ON ANY LANE CLOSURE, DIRECTED BY THE ENGINEER.



Plan Prepared By: *[Signature]*
Date: Mar. 15, 2023

2141 W. Orangeburg Ave., Suite A
Irvine, CA 92614
Tel: (714) 971-0317 Fax: (714) 959-9594



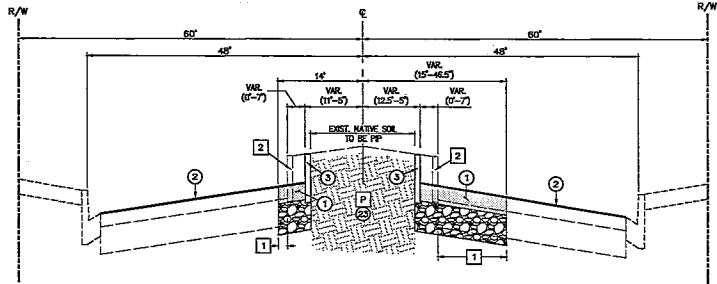
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			VERTICAL DATUM: MASH-88					
			GENERATOR FRAME 3-7/8" OCS ALUMINUM					
			MONUMENT BOX STAMPED "CH-23-48", SET IN					
			THE NORTHEAST CORNER OF A 3.0 FT. BY 2.0					
			FT. CONCRETE CURB BASIN. MONUMENT IS					
			LOCATED IN THE SOUTHWEST CORNER OF THE					
			INTERSECTION OF ADAMS AVENUE AND FAIRVIEW					
			ROAD, 34 FT. SOUTHWEST FROM THE SOUTH					
			CORNER ALONG THE CENTER MEDIAN OF ADAMS					
			AND 8.0 FT. WEST OF THE WEST END OF THE					
			SOUTHWEST CURB RETURN. MONUMENT IS					
			SET LEVEL WITH THE SIDEWALK.					

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT

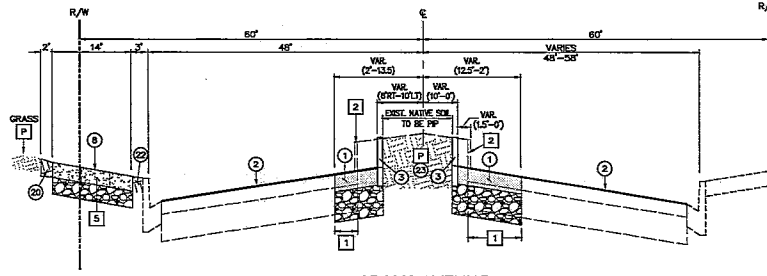
TITLE SHEET

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

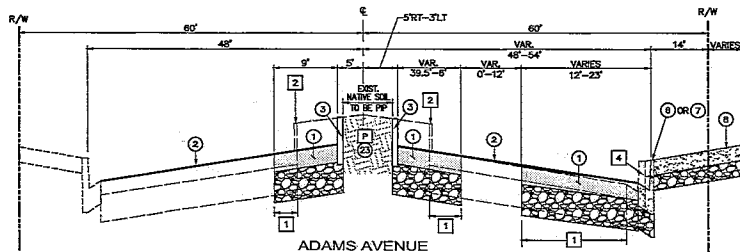
PROJECT NO. [] DWG [] SHEET 1 OF 12



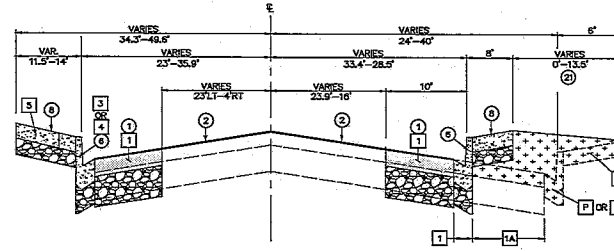
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N.T.S.



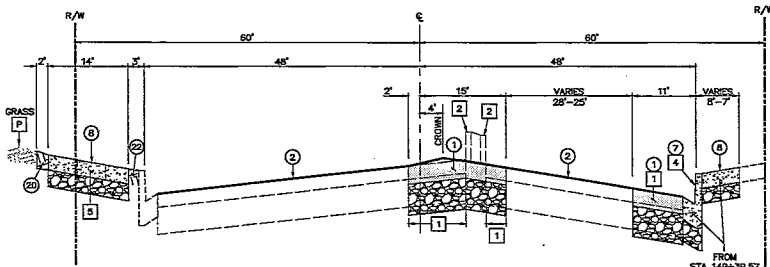
ADAMS AVENUE
STA 151+11.84 TO 153+24.30
N.T.S.



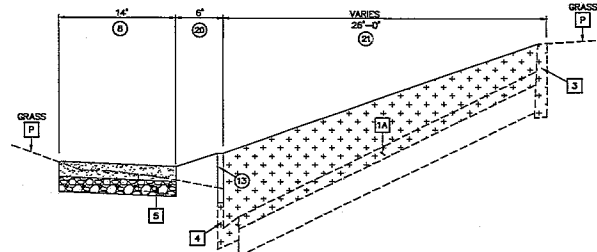
ADAMS AVENUE
STA 143+68.03 TO 149+12.17
N.T.S.



S STREET
STA 96+13.88 TO 99+19.70
N.T.S.



ADAMS AVENUE
STA 149+15.80 TO 151+11.84
N.T.S.



SLIP LANE
N.T.S.

DISPOSITION NOTES:

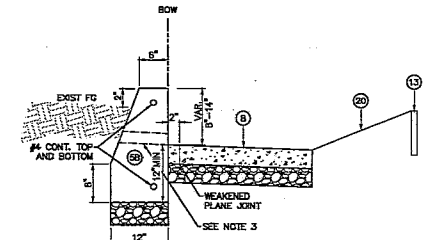
- [P] PROTECT IN PLACE (ITEM PER PLAN)

REMOVAL NOTES:

- 1 REMOVE EXISTING PAVEMENT SECTION AND BASE (10\"/>

CONSTRUCTION NOTES:

- 1 CONSTRUCT 2\"/>
- 2 APPLY TYPE II SLURRY SEAL OVER EXISTING ASPHALT PER THE SPECIFICATIONS WITH 2.5% LATEX. APPLY WEED KILL GRASS SEAL PRIOR TO SLURRY SEAL.
- 3 CONSTRUCT 8\"/>
- 4 CONSTRUCT 4\"/>
- 5 INSTALL 2\"/>
- 6 REGRADE EXISTING LANDSCAPING AREA. ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED.
- 7 FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 95% RELATIVE COMPACTION. MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN). FURNISH AND INSTALL 3\"/>
- 8 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OCC STANDARD MATERIALS.
- 9 ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO MATCH EXISTING AND TO ENSURE HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING ONTO STREET. CONTRACTOR MUST USE CITY STANDARD MATERIALS.



- NOTES:**
1. NO LIVE LOAD SURCHARGE ALLOWED.
 2. POUR BOTTOM OF SLOUGH WALL ON 4\"/>
 - 3. PLACE 2\"/>

RETAINING CURB DETAIL
N.T.S.

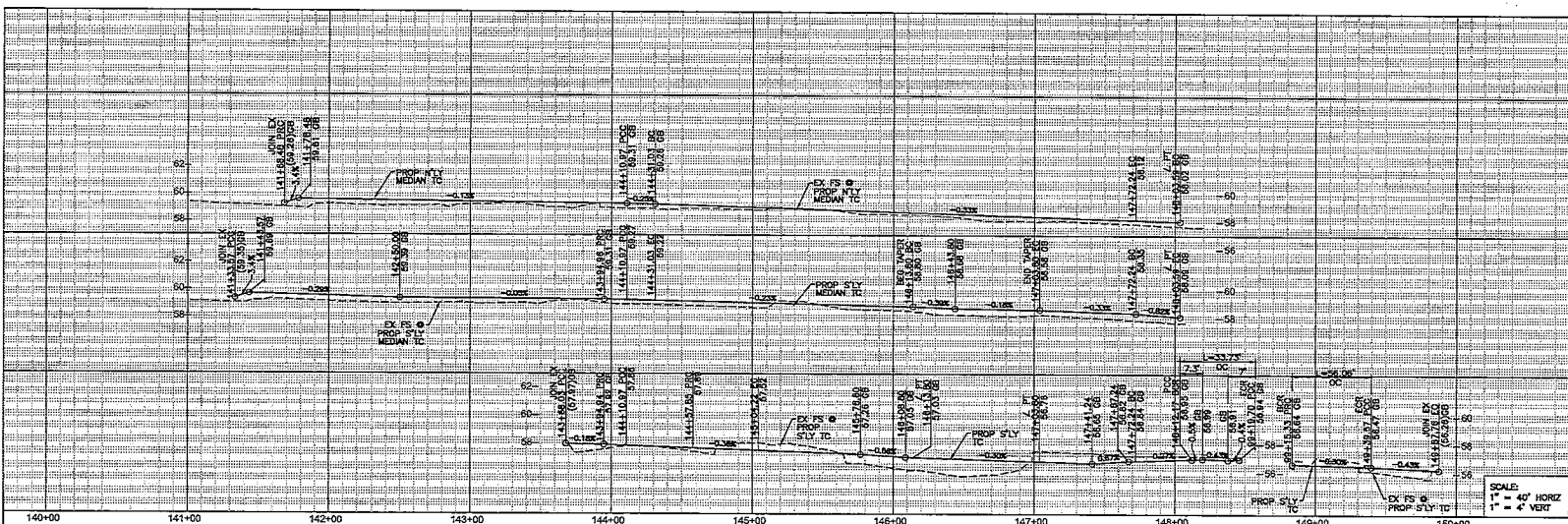
Plan Prepared By:	Date:	Title:	REVISIONS		REFERENCES		APPROVALS	
			No.	DATE BY DESCRIPTION	APPROV BY	DATE	DESIGN	DATE
 2141 W. Chippendale Ave., Suite A Orange, California 92668 Tel: (714) 278-0217 Fax: (714) 937-4634		Mar. 15, 2023 Date						

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT

TYPICAL SECTIONS AND DETAILS

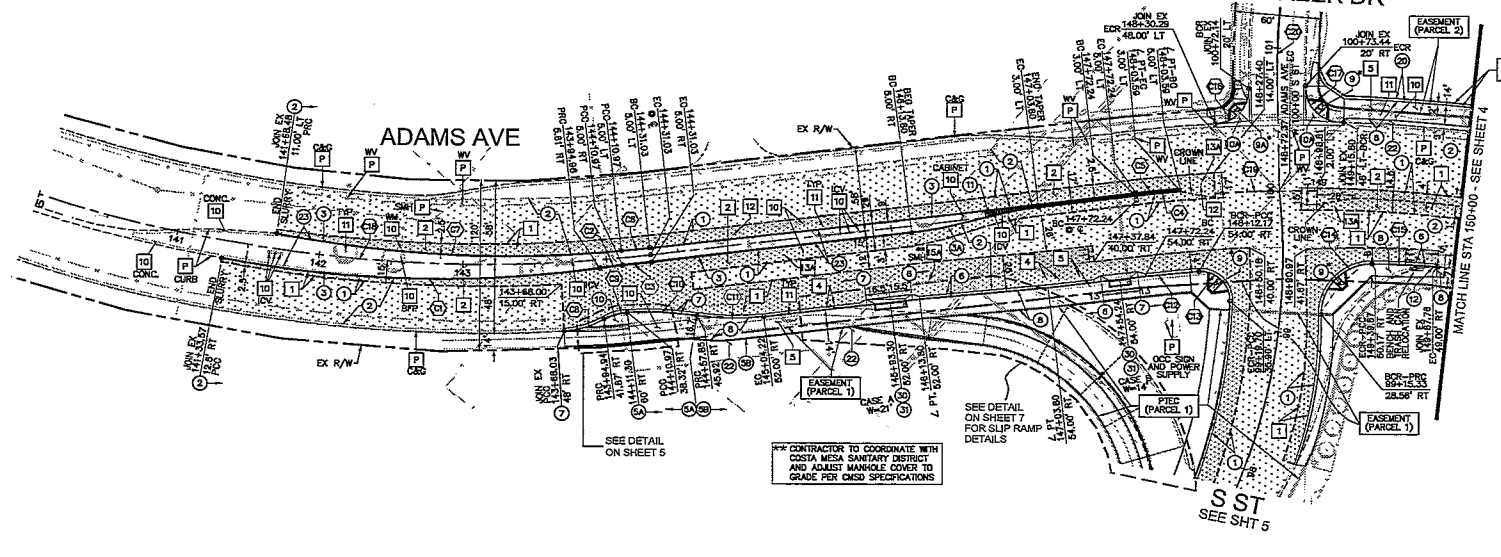
CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

J:\2021\JC13060 Costa Mesa Adams Pinecreek\Design\Road\03-Adams Ave.Dwg 3/15/23 09:51



SEE CURB RAMP DETAILS ON SHEET 6 FOR ADDITIONAL CURB RAMP CONSTRUCTION INFORMATION

SEE SHT 5 PINECREEK DR



DISPOSITION NOTES:

[P] PROTECT IN PLACE (ITEM PER PLAN)

REMOVAL NOTES:

- 1 REMOVE EXISTING PAVEMENT SECTION AND BASE (10" BELOW PROPOSED FINISH SURFACE)
- 2 REMOVE EXISTING MEDIAN CURBS AND FCC MOW STRIP
- 4 REMOVE EXISTING CURBS & GUTTER
- 5 REMOVE EXISTING SIDEWALK
- 10 REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
- 11 REMOVE EXISTING TREE
- 12 REMOVE EXISTING SIGN (SEE SIGNING AND STRIPPING SHEET B)
- 13 REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
- 15 ADJUST EXISTING TO GRADE (ITEM PER PLAN)
- 16 ADJUST EXISTING TO GRADE BY OTHERS (ITEM PER PLAN)

CONSTRUCTION NOTES:

- 1 CONSTRUCT 2" AC SURFACE COURSE "TYPE C" ON 3" AC BASE COURSE "TYPE B" OVER 5" CMB
- 2 APPLY TYPE II SLURRY SEAL OVER EXISTING ASPHALT PER THE SPECIFICATIONS WITH 25% LATEX. APPLY WED GEL GRACK SEAL PRIOR TO SLURRY SEAL
- 3 CONSTRUCT 8" MEDIAN CURB, TYPE "A" PER CITY OF COSTA MESA STD. PLAN NO. 311
- 4 CONSTRUCT 8" PARABOLIC MEDIAN CURB TRANSITION PER CITY OF COSTA MESA STD. PLAN 116
- 5 CONSTRUCT VARED HEIGHT RETAINING CURB (8"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
- 6 CONSTRUCT VARED HEIGHT RETAINING CURB (8"-14") OVER 4" CMB PER DETAIL SHOWN ON SHEET 2
- 7 CONSTRUCT 4" CURB & GUTTER, TYPE "C" (W-24"), OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
- 8 CONSTRUCT 8" CURB & GUTTER, TYPE "C" (W-24"), OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
- 9 CONSTRUCT 4" FCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 411
- 10 CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN AB3A (CASE A), INCLUDE FEDERAL YELLOW TRUNCATED DOMES
- 11 CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN AB3A (CASE B), INCLUDE FEDERAL YELLOW TRUNCATED DOMES
- 12 CONSTRUCT MODIFIED 4" CONCRETE RAMP OVER 4" CMB PER CALTRANS STD. PLAN AB3A (CASE F), SEE DETAILS ON SHEETS 4-5
- 13 CONSTRUCT 8" FCC SPANDREL OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 416 (INCLUDE 3" AC SLOT PAVE)
- 14 CONSTRUCT MEDIAN 4" STAMPED, SAND COLORED PCC OVER 4" SAND OVER COMPACTED SUBGRADE TO A 95% MIN. COMPACTION, MATCH EXISTING FINISH
- 15 RESET SURVEY MONUMENT
- 16 REGRADE EXISTING LANDSCAPING AREA. ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
- 17 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR DCC STANDARD MATERIALS
- 18 ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO MATCH EXISTING AND TO ENSURE HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING ONTO STREET. CONTRACTOR MUST USE CITY STANDARD MATERIALS
- 19 CONSTRUCT CURB OPENING CATCH BASIN PER SPRING STD. PLAN 300-3 ("W" PER PLAN)
- 20 CONSTRUCT LOCAL DEPRESSION PER CITY OF COSTA MESA STD. PLAN NO. 315 (CASE PER PLAN)

GENERAL NOTES:

(1) SEE SHEET 2 FOR TYPICAL SECTIONS

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
(1)	264.23	825.00	182°1'02"
(2)	16.12	825.00	1°07'09"
(3)	20.16	1005.00	1°08'58"
(4)	31.44	1003.00	1°47'47"
(5)	31.51	1005.00	1°47'47"
(6)	19.99	995.00	1°08'58"
(7)	240.89	825.00	16°43'47"
(8)	28.21	60.00	27°53'31"
(9)	17.22	35.00	28°11'28"
(10)	48.33	246.50	1°14'20"
(11)	46.90	180.00	1°45'54"
(12)	37.77	945.00	2°17'15"
(13)	33.73	20.00	88°37'06"
(14)	58.06	35.00	91°46'07"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
(15)	45.83	637.00	4°07'23"
(16)	38.35	25.00	87°54'11"
(17)	41.44	25.00	87°57'57"
(18)	781.65	1000.00	44°07'08"
(19)	784.28	1000.00	44°35'10"
(20)	82.33	450.00	7°58'09"

Plan Prepared By:

KOA
2141 W. Orangethorpe Ave., Suite A
Costa Mesa, California 92626
Tel: (714) 974-9317 Fax: (714) 974-9324

Mar. 15, 2023
Date

REVISIONS			REFERENCES			APPROVALS		
No.	DATE	BY	DESCRIPTION	APPROV'D	DATE	BY	DATE	DATE

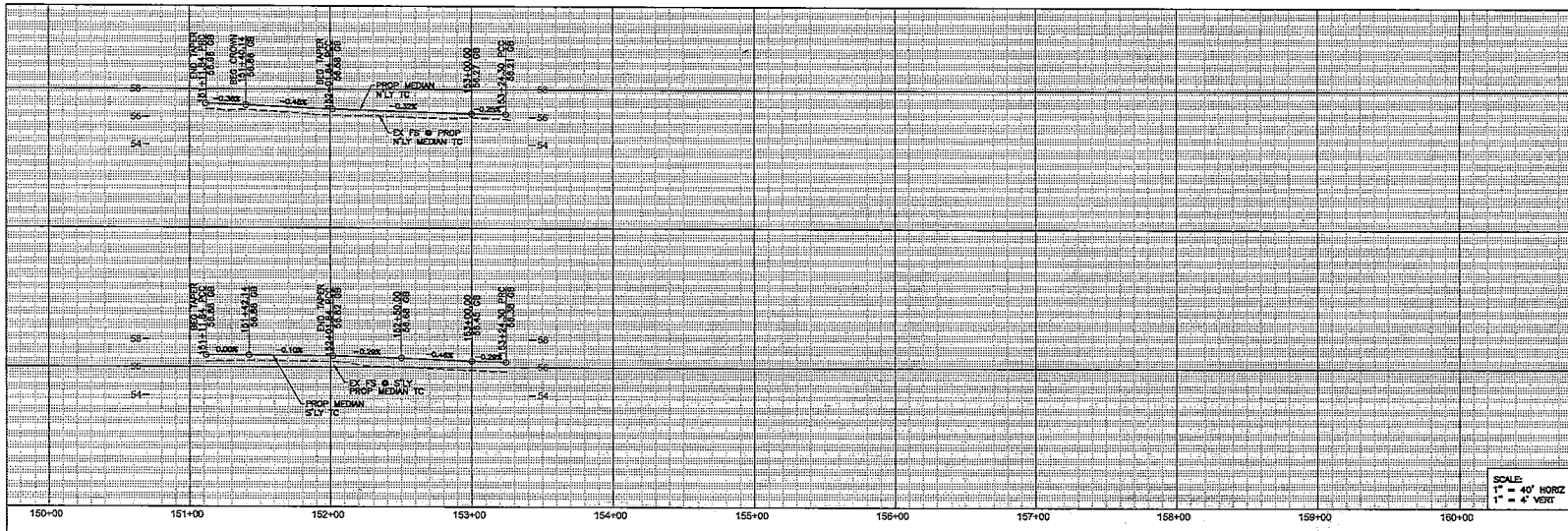
BENCH MARK: CH-33-81 ELEVATION: 81.86
 MEDICAL DATING: HAW-88
 RECORDED FOUND 3'-2 1/4" OCG ALUMINUM
 RECORDED BOOK STAMPED 706-3-847, SET IN
 THE NORTHEAST CORNER OF A 3.8 FT. BY 25
 FT. CONCRETE CURB BASIN. MONUMENT IS
 LOCATED IN THE SOUTHWEST CORNER OF THE
 INTERSECTION OF ADAMS AVENUE AND PINECREEK
 ROAD, 34 FT. SOUTHWEST FROM THE SOUTH
 CURB ALONG THE CENTER MEDIAN OF ADAMS
 AND 8.7 FT. WESTERLY OF THE WEST END OF
 THE SOUTHWEST CURB RETURN MONUMENT IS
 SET LEVEL WITH THE SIDEWALK.

DIVISION: DESIGN
 TRAFFIC
 BRANT OF WAY
 UTILITY
 PROJECT MANAGER
 RECOMMENDED BY: JENNIFER HANSEN, TRANSPORTATION SERVICES MANAGER, E.C. SWI
 APPROVED BY:
 DATE:
 DRAWN BY:
 DATE:

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
 ADAMS AVENUE
 STA 140+00 TO STA 150+00

CITY OF COSTA MESA
 PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. _____ DWG _____ SHEET 3 OF 12



- DISPOSITION NOTES:**
- [P] PROTECT IN PLACE (ITEM PER PLAN)
- REMOVAL NOTES:**
- 1 REMOVE EXISTING PAVEMENT SECTION AND BASE (10" BELOW PROPOSED FINISH SURFACE)
 - 2 REMOVE EXISTING MEDIAN CURBS AND PCC MOW STRIP
 - 4 REMOVE EXISTING CURB & GUTTER
 - 5 REMOVE EXISTING SIDEWALK
 - 10 REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
 - 11 REMOVE EXISTING TREE
 - 12 REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 8)
 - 13 REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
 - 15 ADJUST EXISTING TO GRADE BY OTHERS (ITEM PER PLAN)

- CONSTRUCTION NOTES:**
- 1 CONSTRUCT 2" AC SURFACE COURSE "TYPE C" ON 3" AC BASE COURSE "TYPE B" OVER 5" C&G
 - 2 APPLY TYPE II SLURRY SEAL OVER EXISTING ASPHALT PER THE SPECIFICATIONS WITH 2.5% LATEX. APPLY WEED KILL CROCK SEAL PRIOR TO SLURRY SEAL
 - 3 CONSTRUCT 6" MEDIAN CURB, TYPE "A" PER CITY OF COSTA MESA STD. PLAN NO. 311
 - 4 CONSTRUCT 8" PARABOLIC MEDIAN CURB TRANSITION PER CITY OF COSTA MESA STD. PLAN 718
 - 5 CONSTRUCT VARIOUS HEIGHT RETAINING CURBS (6"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
 - 6 CONSTRUCT 4" PCC SIDEWALK OVER 4" C&G PER CITY OF COSTA MESA STD. PLAN 411
 - 10 CONSTRUCT MODIFIED 4" CONCRETE RAMP OVER 4" C&G PER CALTRANS STD. PLAN AB3A (CASE F). SEE DETAILS ON SHEETS 4-5
 - 11 CONSTRUCT MEDIAN 4" STAMPED, SAND COLORED PCC OVER 4" SAND OVER COMPACTED SUBGRADE TO A 50% MIN. COMPACTION. MATCH EXISTING FINISH
 - 20 REGRADE EXISTING LANDSCAPING AREA. ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
 - 21 FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 95% RELATIVE COMPACTION. MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN). FURNISH AND INSTALL 3" ORGANIC MULCH. ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS. CONTRACTOR MUST USE CITY STANDARD MATERIALS
 - 22 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OCG STANDARD MATERIALS. ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO MATCH EXISTING AND TO ENSURE HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING ONTO STREET. CONTRACTOR MUST USE CITY STANDARD MATERIALS

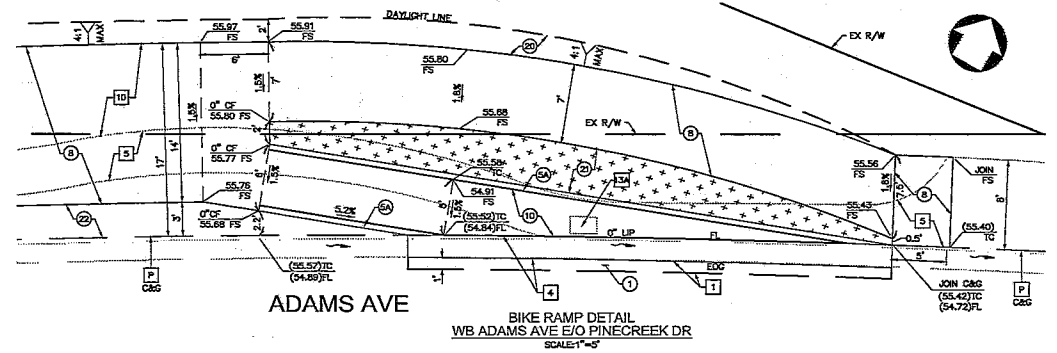
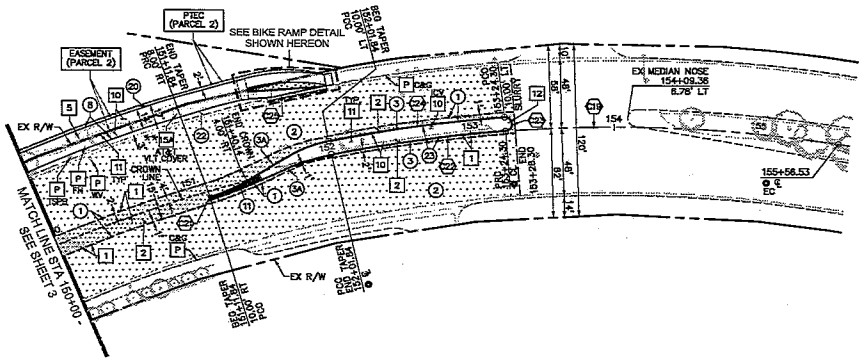
SCALE:
1" = 40' HORIZ
1" = 4' VERT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
11	784.28	1000.00	44°56'10"
12	3.14	1.00	180°00'00"
13	122.47	1000.00	7°01'00"
14	15.71	5.00	180°00'00"
21	123.69	1010.00	7°01'00"
22	35.00	1327.00	13°00'41"

*SEE CURB RAMP DETAILS ON SHEET 6 FOR ADDITIONAL CURB RAMP CONSTRUCTION INFORMATION

*** CONTRACTOR TO COORDINATE WITH AT&T TO REPLACE VAULT COVER AND ADJUST TO GRADE

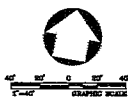
ADAMS AVE



GENERAL NOTES:

- (1) SEE SHEET 2 FOR TYPICAL SECTIONS

A:\2021\1013050 - Costa Mesa - Adams Avenue\Drawings\Draw\04-Adams Avenue - 3/12/23 - 0941



Plan Prepared By: *[Signature]*
 Date: Mar. 15, 2023



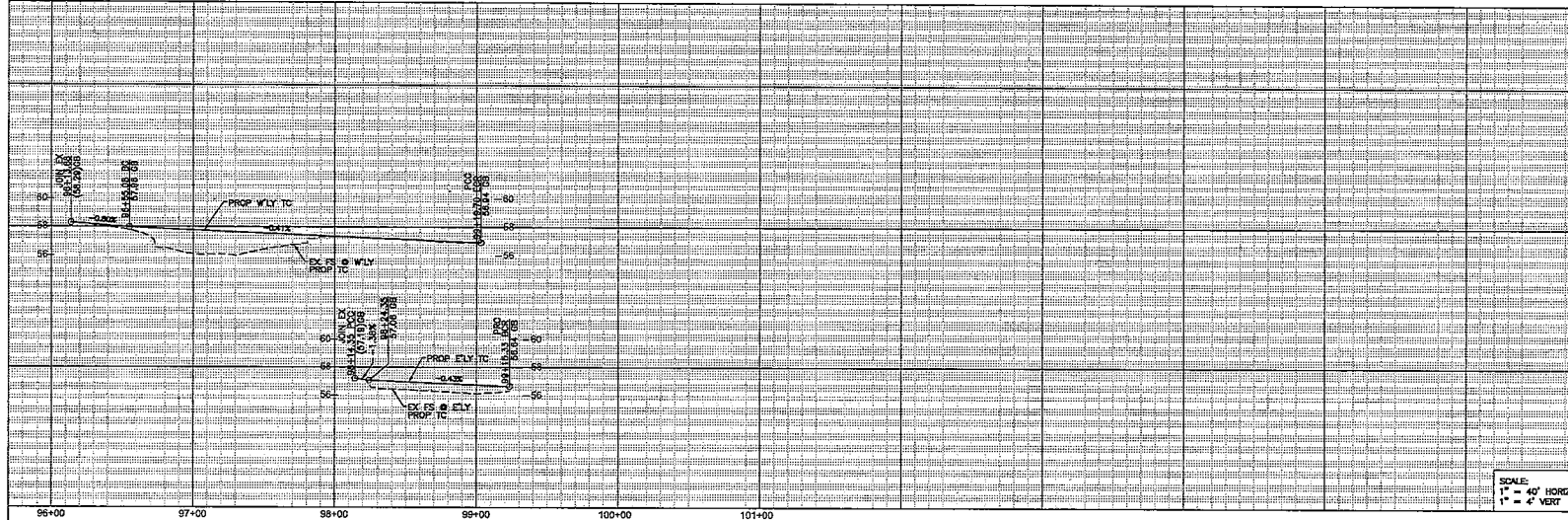
REVISIONS		REFERENCES		APPROVALS	
No.	DATE	BY	DESCRIPTION	DESIGN	DATE

REFERENCES		APPROVALS	
DESIGN	DATE	BY	DATE
DESIGN			
TRAFFIC			
DRAWN BY			
CHECKED			
PROJECT MANAGER			
RECOMMENDED BY:			
APPROVED BY:			

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
ADAMS AVENUE
 STA 150+00 TO STA 153+28.30

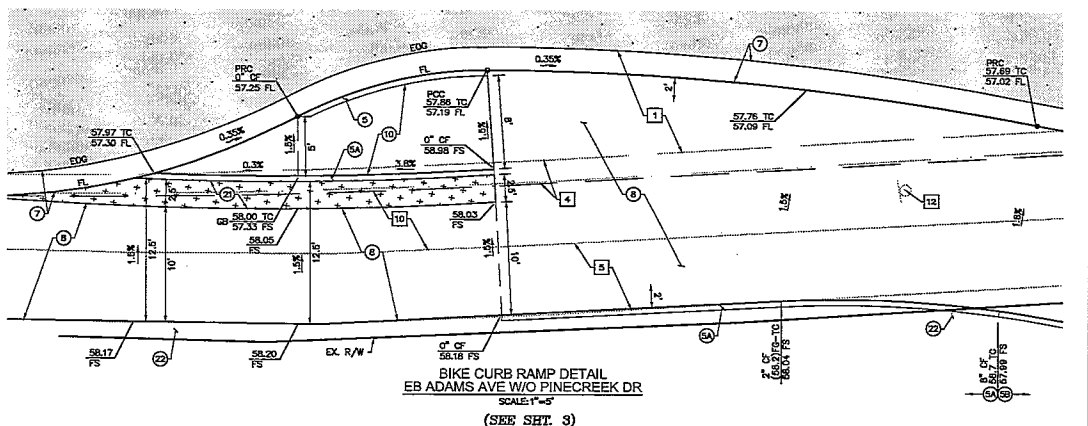
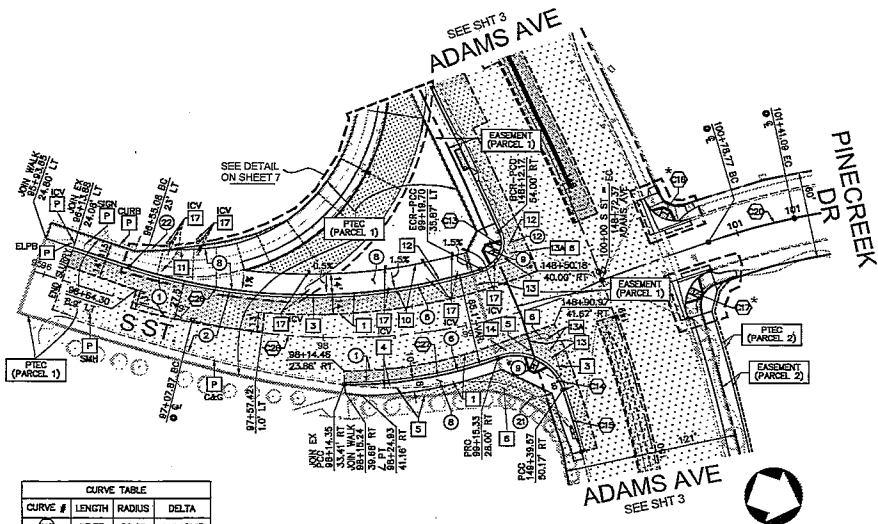
CITY OF COSTA MESA
 PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. DWG SHEET 4 OF 12



- DISPOSITION NOTES:**
- [P] PROTECT IN PLACE (ITEM PER PLAN)
- REMOVAL NOTES:**
- [1] REMOVE EXISTING PAVEMENT SECTION AND BASE (10" BELOW PROPOSED FINISH SURFACE)
 - [3] REMOVE EXISTING CURB
 - [4] REMOVE EXISTING CURB & GUTTER
 - [5] REMOVE EXISTING SIDEWALK
 - [6] REMOVE EXISTING CURB RAMP
 - [10] REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
 - [11] REMOVE EXISTING TREE
 - [12] REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 8)
 - [13] REMOVE EXISTING TRAFFIC SIGNAL (SEE TRAFFIC SIGNAL SHEET 9)
 - [13A] REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
 - [14] REMOVE EXISTING STREET LIGHT (SEE TRAFFIC SIGNAL SHEET 9)
 - [17] RELOCATE EXISTING (ITEM PER PLAN)
- CONSTRUCTION NOTES:**
- [1] CONSTRUCT 2" AC SURFACE COURSE "TYPE C" ON 3" AC BASE COURSE "TYPE B" OVER 5" CMB
 - [2] APPLY TYPE II SLURRY SEAL OVER EXISTING ASPHALT PER THE SPECIFICATIONS WITH 1/2" LATEX. APPLY NEED KILL CHALK SEAL PRIOR TO SLURRY SEAL
 - [3] CONSTRUCT VARED HEIGHT CURB (8"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
 - [4] CONSTRUCT VARED HEIGHT RETAINING CURBS (8"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
 - [5] CONSTRUCT 8" CURB & GUTTER, TYPE "C" (8"-24"), OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
 - [6] CONSTRUCT 8" CURB & GUTTER, TYPE "C" (8"-24"), OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
 - [7] CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 411
 - [8] CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN AS5A (CASE A). INCLUDE "FEDERAL YELLOW" TRUNCATED DOMES
 - [9] CONSTRUCT MODIFIED 4" CONCRETE RAMP OVER 4" CMB PER CALTRANS STD. PLAN AS5A (CASE F). SEE DETAILS ON SHEETS 4-5
 - [10] RESET SURVEY MONUMENT
 - [11] FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 85% RELATIVE COMPACTION. MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN). FURNISH AND INSTALL 3" ORGANIC MULCH. ADJUST, REPLACES OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS. CONTRACTOR MUST USE CITY STANDARD MATERIALS
 - [12] MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OCC STANDARD MATERIALS

* SEE CURB RAMP DETAILS ON SHEET 6 FOR ADDITIONAL CURB RAMP CONSTRUCTION INFORMATION



- GENERAL NOTES:**
- (1) SEE SHEET 2 FOR TYPICAL SECTIONS

CURVE TABLE

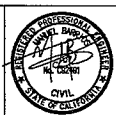
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1	33.73	20.00	86°37'06"
2	56.06	35.00	91°46'07"
3	45.83	636.92	4°07'23"
4	38.35	25.00	87°54'11"
5	41.44	25.00	94°57'57"
6	62.33	450.00	7°56'09"
7	248.08	413.15	34°24'13"
8	108.79	293.08	21°16'04"
9	292.13	425.81	39°19'34"

Plan Prepared By:

K&A

2141 W. Champagne Ave., Suite A
Orange, California 92668
Tel: (714) 974-8117 Fax: (714) 974-9204

Mar. 15, 2023
Date

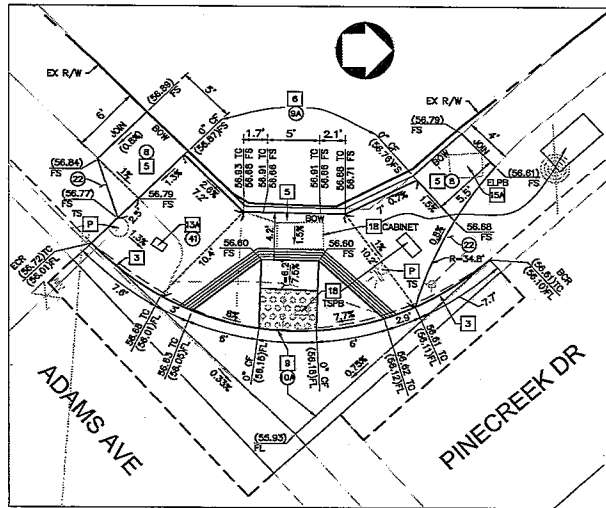


REVISIONS			REFERENCES			APPROVALS		
No.	DATE	BY	DESCRIPTION	APPROV'D	DATE	BY	DATE	DATE

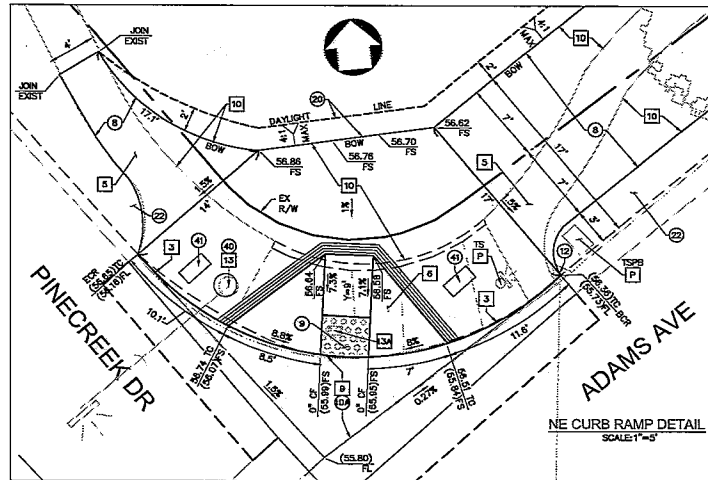
ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
 S STREET / PINECREEK DRIVE
 STA 95+93.65 TO STA 101+41.09

CITY OF COSTA MESA
 PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

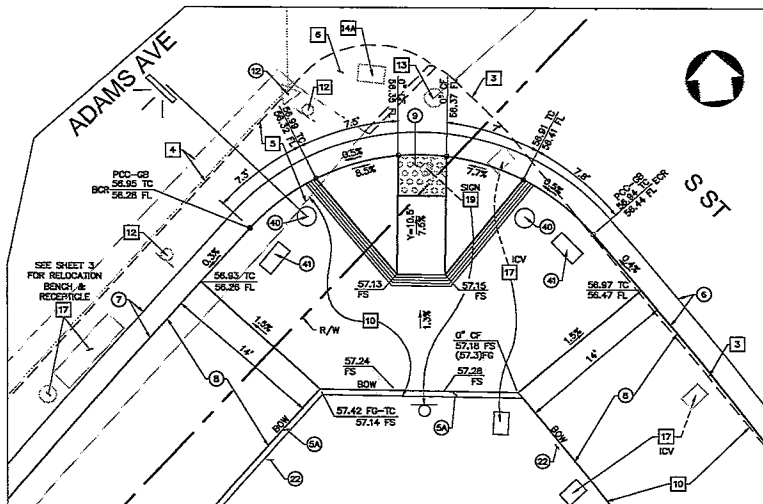
PROJECT NO. _____ DWG _____ SHEET 5 OF 12



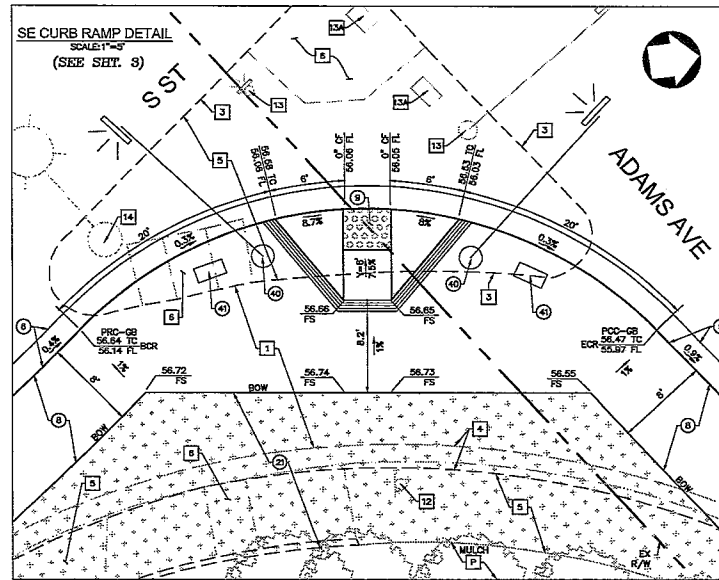
NW CURB RAMP DETAIL
SCALE: 1"=5'



(SEE SHEET 3)



SW CURB RAMP DETAIL
SCALE: 1"=5'
(SEE SHEET 3)



SE CURB RAMP DETAIL
SCALE: 1"=5'
(SEE SHEET 3)

DISPOSITION NOTES:

- 11 PROTECT IN PLACE (ITEM PER PLAN)

REMOVAL NOTES:

- 1 REMOVE EXISTING PAVEMENT SECTION AND BASE (10' BELOW PROPOSED FINISH SURFACE)
- 2 REMOVE EXISTING CURB
- 3 REMOVE EXISTING CURB & GUTTER
- 4 REMOVE EXISTING SIDEWALK
- 5 REMOVE EXISTING CURB RAMP
- 6 REMOVE EXISTING SPANDREL
- 7 REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
- 8 REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 8)
- 9 REMOVE EXISTING TRAFFIC SIGNAL (SEE TRAFFIC SIGNAL SHEET 9)
- 10 REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
- 11 REMOVE EXISTING STREET LIGHT (SEE TRAFFIC SIGNAL SHEET 9)
- 12 REMOVE EXISTING STREET LIGHT PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
- 13 ADJUST EXISTING TO GRADE BY OTHERS (ITEM PER PLAN)
- 14 RELOCATE EXISTING (ITEM PER PLAN)
- 15 RELOCATE EXISTING (ITEM PER PLAN), SEE TRAFFIC SIGNAL SHEET 9
- 16 RELOCATE EXISTING (ITEM PER PLAN), SEE SIGNING & STRIPING SHEET 8

CONSTRUCTION NOTES:

- 17 CONSTRUCT VARED HEIGHT RETAINING CURB (8'-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
- 18 CONSTRUCT 6" CURB & GUTTER, TYPE "C" (W=24"), OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVG)
- 19 CONSTRUCT 8" CURB & GUTTER, TYPE "C" (W=24"), OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVG)
- 20 CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 411
- 21 CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN ABBA (CASE A), INCLUDE "FEDERAL YELLOW" TRINGATED DOMES
- 22 CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN ABBA (CASE B), INCLUDE "FEDERAL YELLOW" TRINGATED DOMES
- 23 CONSTRUCT 8" PCC SPANDREL OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 415 (INCLUDE 3" AC SLOT PAVG)
- 24 RESET SURVEY MONUMENT
- 25 REGRADE EXISTING LANDSCAPING AREA. ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
- 26 FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 95% RELATIVE COMPACTION. MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN). FURNISH AND INSTALL 3" ORGANIC MULCH. ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS. CONTRACTOR MUST USE CITY STANDARD MATERIALS
- 27 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR SOO STANDARD MATERIALS
- 28 INSTALL NEW TRAFFIC SIGNAL PER TRAFFIC SIGNAL PLAN SHEET 8
- 29 INSTALL NEW TRAFFIC SIGNAL PULLBOX PER TRAFFIC SIGNAL PLAN SHEET 9

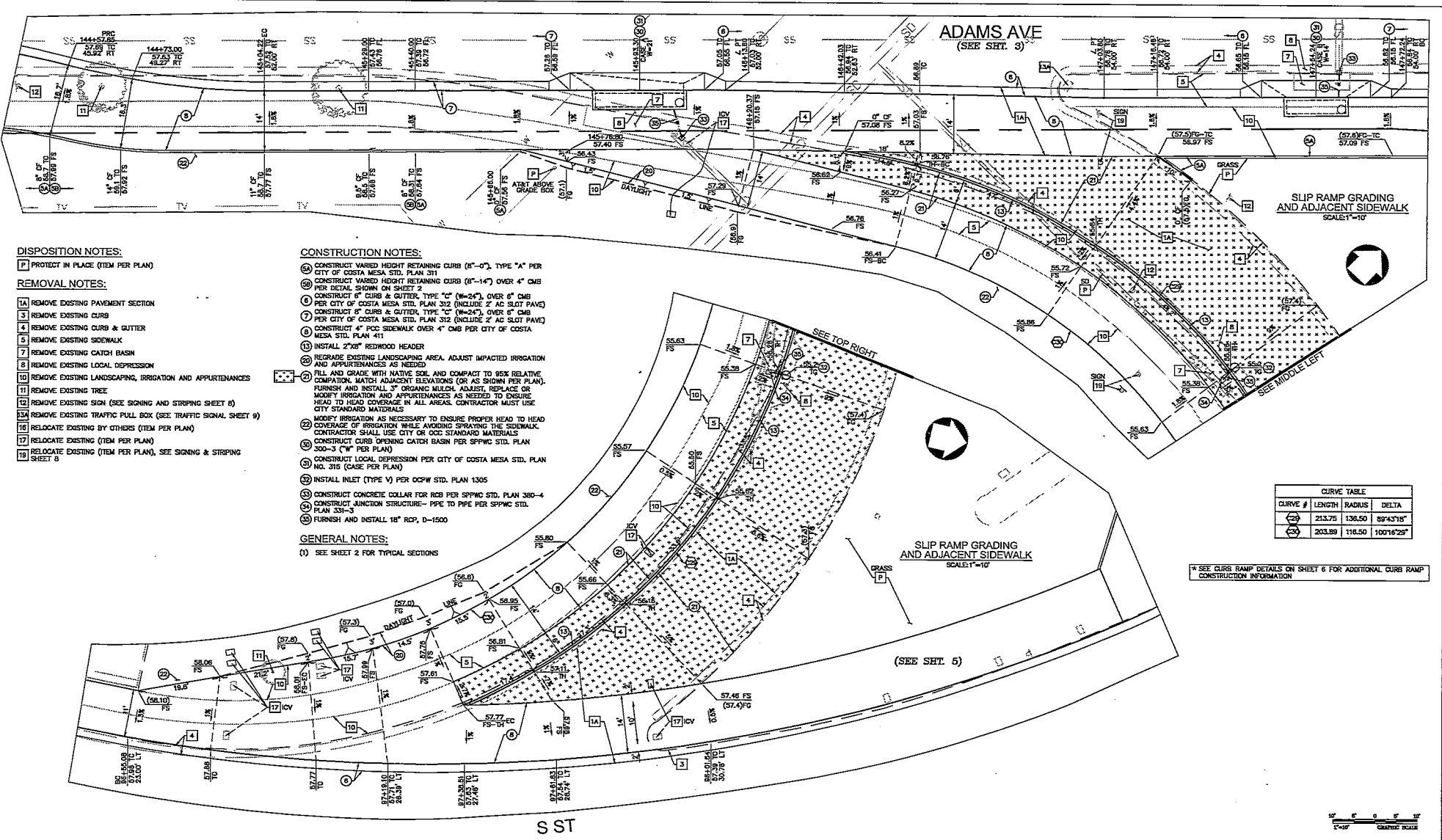
GENERAL NOTES:

- (1) SEE SHEET 2 FOR TYPICAL SECTIONS

Prep. Prepared By: <i>[Signature]</i> 2641 W. Cunningham Ave., Suite A Sunnyvale, California 95088 Tel: (714) 325-8977 Fax: (714) 519-9534		REVISIONS		REFERENCES		APPROVALS	
		No.	DATE	BY	DESCRIPTION	APPROV'D BY	DATE
				VERTICAL DATUM: NAVD-83 DESCRIPTION: FOUND 3-3/4" O.D. ALUMINUM BENCHMARK IRON STAMPED "74-33-41" SET IN THE NORTHEAST CORNER OF A 3.6 FT. BY 22 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE SOUTHWEST CORNER OF THE INTERSECTION OF ADAMS AVENUE AND PINECREEK DRIVE ALONG THE CENTER MEDIAN OF ADAMS AND 63 FT. WESTWARD OF THE WEST END OF THE SOUTHWEST CURB RAMP. MONUMENT IS SET LEVEL WITH THE SIDEWALK.		DIVISION: TRAFFIC HEAVY OF HWY: UTILITIES PROJECT MANAGER: [Name] RECOMMENDED BY: JENNIFER BOWLER, TRANSPORTATION SERVICES MANAGER, I.C. SW APPROVED BY: [Name]	

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
ADAMS AVENUE CURB RAMP DETAILS**

\\NOC001\Lincon\proj\SHIRAZ\Project\2021\01\0000_Costa Mesa Adams Pinecreek\Draw\07-Adams Ave.dwg 3/19/23 10:58



DISPOSITION NOTES:

REMOVAL NOTES:

- 1 REMOVE EXISTING PAVEMENT SECTION
- 2 REMOVE EXISTING CURB
- 4 REMOVE EXISTING CURB & GUTTER
- 5 REMOVE EXISTING SIDEWALK
- 7 REMOVE EXISTING CATCH BASIN
- 8 REMOVE EXISTING LOCAL DEPRESSION
- 10 REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
- 11 REMOVE EXISTING TREE
- 12 REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 6)
- 13 REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
- 16 RELOCATE EXISTING BY OTHERS (ITEM PER PLAN)
- 17 RELOCATE EXISTING (ITEM PER PLAN)
- 19 RELOCATE EXISTING (ITEM PER PLAN), SEE SIGNING & STRIPING SHEET 6

CONSTRUCTION NOTES:

- 14 CONSTRUCT VARED HEIGHT RETAINING CURB (8"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
- 15 CONSTRUCT VARED HEIGHT RETAINING CURB (8"-14") OVER 4" CMB PER DETAIL SHOWN ON SHEET 2
- 16 CONSTRUCT 8" CURB & GUTTER, TYPE "C" (N=24"), OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
- 17 CONSTRUCT 8" CURB & GUTTER, TYPE "C" (N=24"), OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
- 18 CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 411
- 19 INSTALL 2"x8" REDWOOD HEADER
- 20 REGRADE EXISTING LANDSCAPING AREA, ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
- 21 FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 95% RELATIVE COMPACTION. MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN), FURNISH AND INSTALL 3" ORGANIC MULCH, ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS. CONTRACTOR MUST USE CITY STANDARD MATERIALS
- 22 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OOC STANDARD MATERIALS
- 23 CONSTRUCT CURB OPENING CATCH BASIN PER SPPWC STD. PLAN 350-3 (4" PER PLAN)
- 24 CONSTRUCT LOCAL DEPRESSION PER CITY OF COSTA MESA STD. PLAN NO. 315 (CASE PER PLAN)
- 25 INSTALL INLET (TYPE V) PER OCPW STD. PLAN 1305
- 26 CONSTRUCT CONCRETE COLLAR FOR RCB PER SPPWC STD. PLAN 350-4
- 27 CONSTRUCT JUNCTION STRUCTURE - PIPE TO PIPE PER SPPWC STD. PLAN 334-3
- 28 FURNISH AND INSTALL 18" RCP, D-1500

GENERAL NOTES:

- 1 SEE SHEET 2 FOR TYPICAL SECTIONS

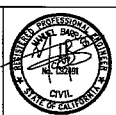
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
1	213.75	136.50	89°43'18"
2	203.89	116.50	100°16'29"

* SEE CURB RAMP DETAILS ON SHEET 6 FOR ADDITIONAL CURB RAMP CONSTRUCTION INFORMATION

Plan Prepared By:

Mar. 15, 2023
Date

2101 W. Christopher Ave., Suite A
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REVISIONS			REFERENCES		APPROVALS	
No.	DATE	BY	DESCRIPTION	APPROV'D BY	DATE	DATE

REVISION MARK	DATE	ELEVATION CHANGE

DISCUSSION	DATE

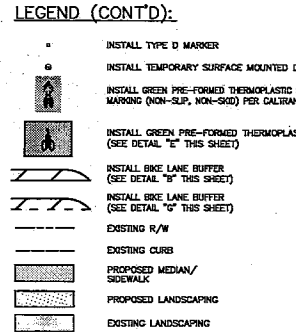
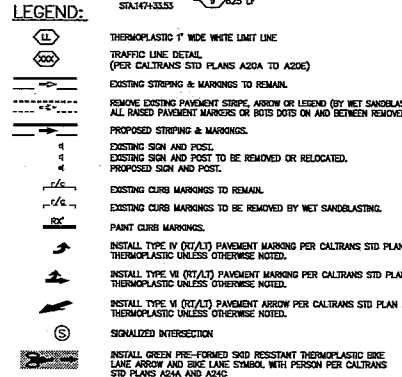
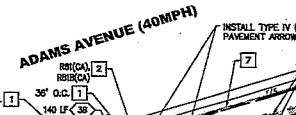
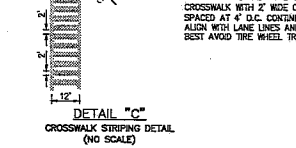
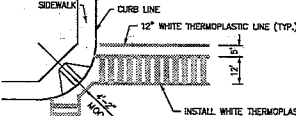
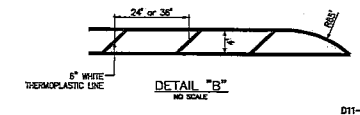
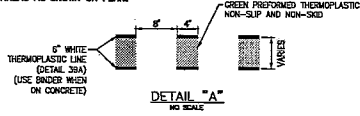
ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
ADAMS AVENUE TO S ST
SLIP RAMP GRADING AND ADJACENT SIDEWALK

CITY OF COSTA MESA
 PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. _____ DWG _____ SHEET 7 OF 12

SIGNING & STRIPING CONSTRUCTION NOTES:

1. INSTALL 6" WHITE DIAGONAL THERMOPLASTIC CROSSHATCH MARKINGS AT 45 DEGREES; SEE DETAIL "B" (SPACING AS NOTED ON PLAN).
2. INSTALL POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
3. RELOCATE POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
4. REMOVE POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
5. PROTECT IN PLACE POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
6. INSTALL 6" SOLID WHITE LINE.
7. REMOVE EXISTING CURB PAINT BY WET SANDBLASTING, LIMITS AS SHOWN ON PLAN.
8. REFRESH EXISTING CURB PAINT.
9. INSTALL TYPE D MARKER, NUMBER OF MARKERS AS SHOWN ON PLAN.



Plan Prepared by: *[Signature]* **KOA** **KOA** **KOA**

241 W. Orangethorpe Ave., Suite A
Costa Mesa, California 92626
Tel: (714) 973-4217 Fax: (714) 973-4554

DATE: **May 15, 2025**

DATE: **05/15/2025**

DATE: **05/15/2025**

NO.	DATE	BY	DESCRIPTION

REVISIONS	APP'D BY	DATE

REFERENCES	APPROVALS

DESIGNER	CHECKER	DATE

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT

SIGNING & STRIPING PLAN

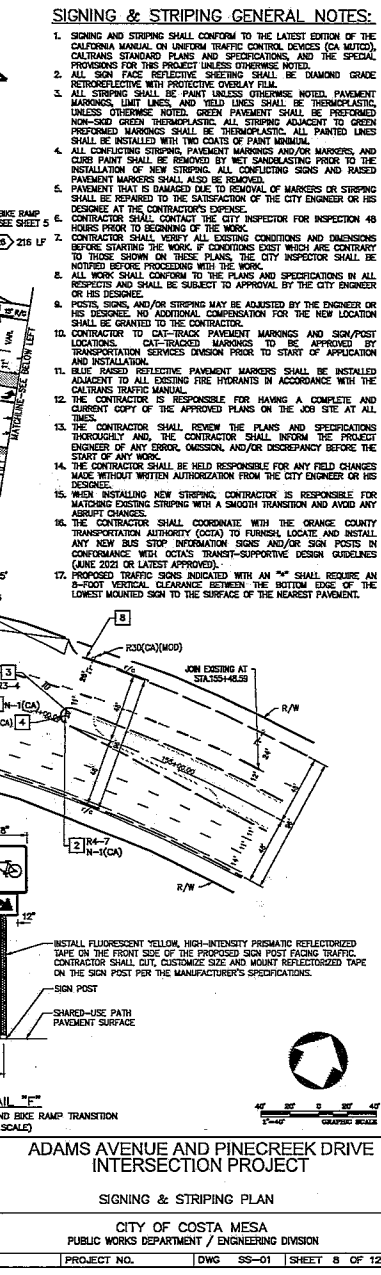
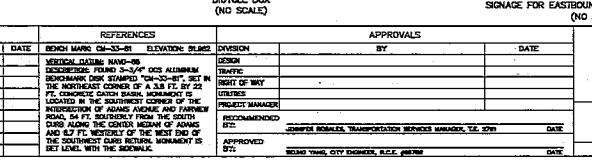
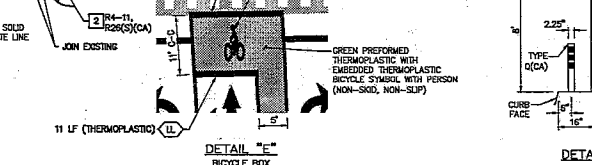
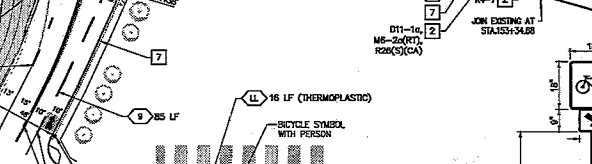
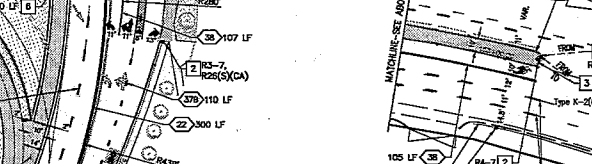
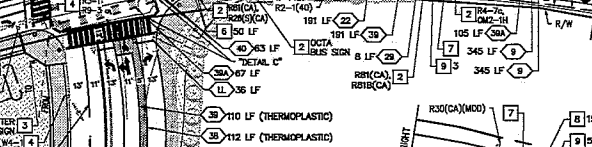
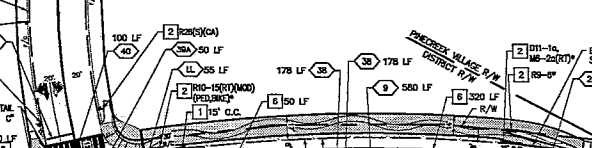
CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. **SS-01** SHEET **8** OF **12**

SIGNING & STRIPING GENERAL NOTES:

1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE UNLESS OTHERWISE NOTED. GREEN PAVEMENT SHALL BE PERFORMED NON-SKID GREEN THERMOPLASTIC. ALL STRIPING ADJACENT TO GREEN PERFORMED MARKINGS SHALL BE THERMOPLASTIC. ALL PAINTED LINES SHALL BE INSTALLED WITH TWO COATS OF PAINT MINIMUM.
3. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS AND CURB PAINT SHALL BE REMOVED BY WET SANDBLASTING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND RAISED PAVEMENT MARKERS SHALL ALSO BE REMOVED.
4. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS OR STRIPING SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER OR HIS DESIGNEE AT THE CONTRACTOR'S EXPENSE.
5. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF THE WORK.
6. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON THESE PLANS, THE CITY INSPECTOR SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.
7. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
8. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.
9. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS TO BE APPROVED BY TRANSPORTATION SERVICES DIVISION PRIOR TO START OF APPLICATION AND INSTALLATION.
10. BLUE BASED REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
11. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND ACCURATE CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
12. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THROUGHOUT AND THE CONTRACTOR SHALL INFORM THE PROJECT ENGINEER OF ANY ERROR, OMISSION, AND/OR DISCREPANCY BEFORE THE START OF ANY WORK.
13. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
14. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY ABSOLUTE CHANGES.
15. THE CONTRACTOR SHALL COORDINATE WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO FURNISH, LOCATE AND INSTALL ANY NEW BUS STOP INFORMATION SIGNS AND/OR SIGN POSTS IN CONFORMANCE WITH OCTA'S TRANSIT-SUPPORTIVE DESIGN GUIDELINES (LATEST EDITION AS LATEST APPROVED).
16. PROPOSED TRAFFIC SIGNS INDICATED WITH AN "M" SHALL REQUIRE AN 8-FOOT VERTICAL CLEARANCE BETWEEN THE BOTTOM EDGE OF THE LOWEST MOUNTED SIGN TO THE SURFACE OF THE NEAREST PAVEMENT.

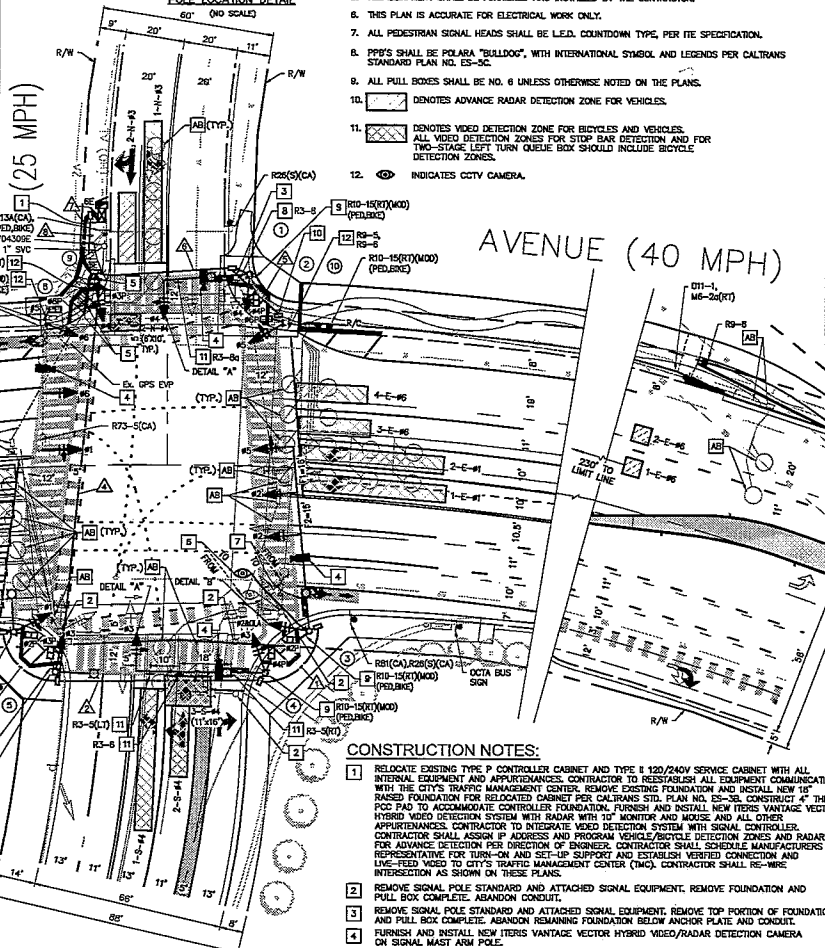
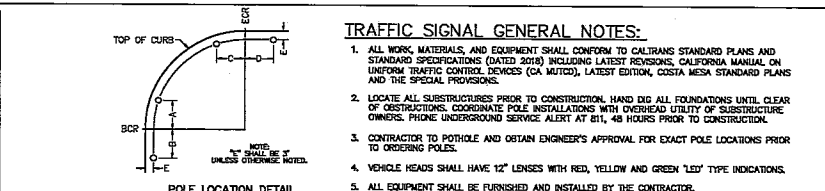


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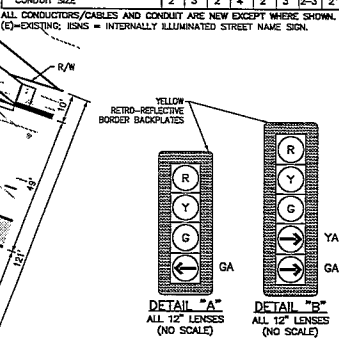
POLE SCHEDULE table with columns: POLE DATA, SIGNAL, LUMINAIRE, VEHICLE SIGNAL MOUNTING, PED PUSH BUTTON, POLE LOCATION, STREET NAME SIGN, REMARKS. Rows include various pole types like 19-3-100(N), 1-A, 81-5-100(N), 28-4-100(N), 15TS(N), 15T5(N), PPB POST(N), 25-4-129, 1-A, PPB POST(N).

ALL NEW SIGNAL POLES AND MAST ARMS SHALL CONFORM TO CALTRANS STANDARD PLANS (LATEST EDITION). ALL SIGNAL HEADS TO BE EQUIPPED WITH YELLOW RETRO-REFLECTIVE BORDER BACKPLATES. ALL EQUIPMENT SHOWN IS EXISTING UNLESS OTHERWISE NOTED. (N) - INDICATES NEW EQUIPMENT. (R) - INDICATES RELOCATED EQUIPMENT.

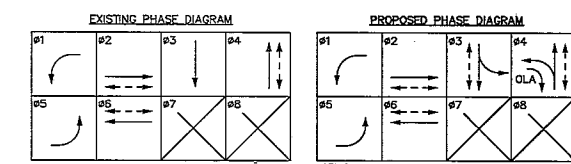


- TRAFFIC SIGNAL GENERAL NOTES: 1. ALL WORK, MATERIALS, AND EQUIPMENT SHALL CONFORM TO CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS... 2. LOCATE ALL SUBSTRUCTURES PRIOR TO CONSTRUCTION... 3. CONTRACTOR TO POT-HOLE AND OBTAIN ENGINEER'S APPROVAL... 4. VEHICLE HEADS SHALL HAVE 12\"/>

CONDUCTOR AND CONDUIT SCHEDULE table with columns: AWG OR CABLE, CONDUCTOR RUN, and 8 columns for different conductor sizes (1, 2, 3, 4, 5, 6, 7, 8). Rows include #1, #2, #3, #4, #5, #6, #7, #8, #14, #18, #22, #24, #28, #32, #36, #40, #44, #48, #52, #56, #60, #64, #68, #72, #76, #80, #84, #88, #92, #96, #100, #104, #108, #112, #116, #120, #124, #128, #132, #136, #140, #144, #148, #152, #156, #160, #164, #168, #172, #176, #180, #184, #188, #192, #196, #200.



- CONSTRUCTION NOTES: 1. RELOCATE EXISTING TYPE P CONTROLLER CABINET... 2. REMOVE SIGNAL POLE STANDARD AND ATTACHED SIGNAL EQUIPMENT... 3. REMOVE SIGNAL POLE STANDARD AND ATTACHED SIGNAL EQUIPMENT... 4. FURNISH AND INSTALL NEW ITERS VANTAGE VECTOR HYBRID VIDEO/RADAR DETECTION CAMERA ON SIGNAL MAST ARM POLE.



Project information section including: Plan Prepared By: [Signature], Date: Mar. 15, 2023. COA logo. REVISIONS table with columns: No., DATE, BY, DESCRIPTION, APP'D BY, DATE. REFERENCES table with columns: NO., DATE, BY, DESCRIPTION. APPROVALS table with columns: BY, DATE.

PROJECT INFORMATION: ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT. TRAFFIC SIGNAL PLAN. CITY OF COSTA MESA. PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION. PROJECT NO. DWG TS-01 SHEET 9 OF 12.

GENERAL STREET LIGHT NOTES:

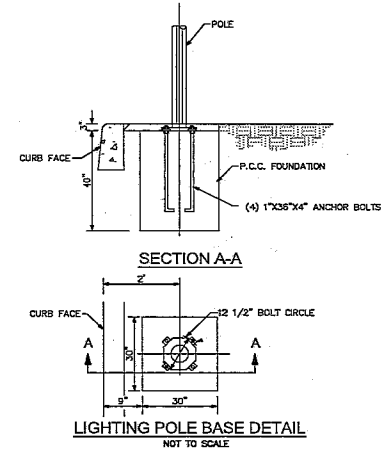
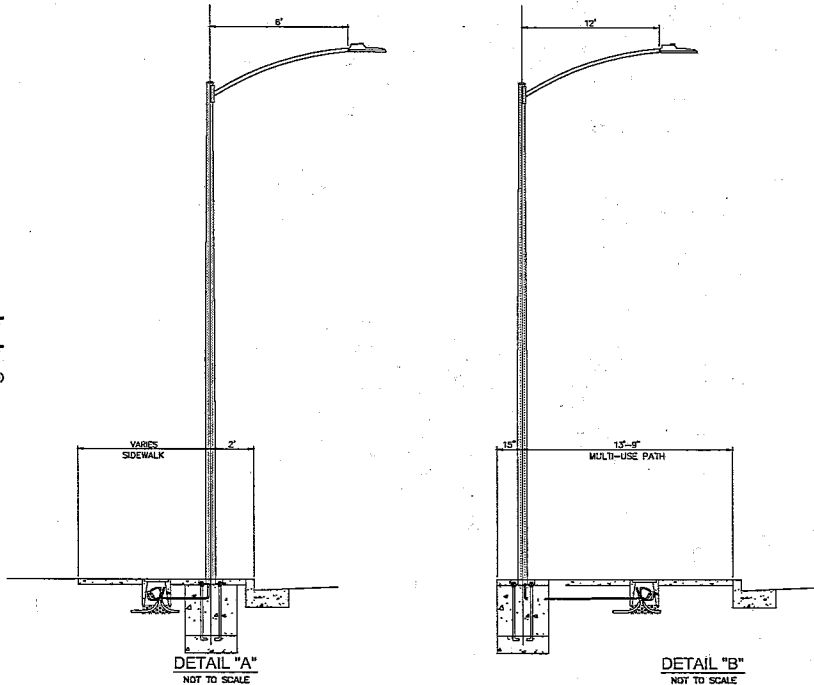
- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC) (LATEST EDITION), THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SPPWSC) (2018 EDITION) AND CURRENT CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. LOCATION OF UTILITIES SHOWN ARE APPROXIMATE.
- UNLESS OTHERWISE INDICATED, ALL STREET LIGHTING SYSTEM CONDUITS SHALL BE 2" SCHEDULE 80 PVC AND SHALL BE WIRED WITH 2# THIN STRANDED COPPER WIRES (1-RED, 1-BLACK) AND 1# 1/8 THIN COPPER WIRE (1-GREEN).
- ALL STREET LIGHTING SYSTEM CONDUITS SHALL BE PLACED BEHIND THE BACK OF CURB AND 30" UNDER FINISHED SURFACE.
- ELECTROLUSERS SHALL BE WIRED WITH 2#10 (1-RED, 1-BLACK) AND 1#12 (1-GREEN). CONDUIT SHALL BE 1" GALVANIZED RIGID CONDUIT AND SHALL HAVE 15" COVER RUNNING BETWEEN PULL BOX AND POLE.
- RUSS "TRON", OR APPROVED EQUAL WATERPROOF DOUBLE-POLE IN-LINE FUSE HOLDER AND 5 AMP. FUSE SHALL BE INSTALLED IN THE PULL BOX NEAR POLE TO PROTECT THE LUMINAIRE.
- EXISTING PULL BOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR AT HIS OWN EXPENSE.
- THE LOCATION OF THE NEW LIGHTING STANDARDS SHOWN ON THE PLAN ARE ONLY APPROXIMATE. EXACT LOCATIONS TO BE MARKED IN THE FIELD BY CITY ELECTRICAL DIVISION. - NOTE: CITY INSPECTOR WILL LOCATE EXACT POLE SET BACK FROM CURB FACE.
- ALL WORK INDICATED AND SHOWN ON PLAN IN CONNECTION WITH LIGHTING INSTALLATION SHALL BE DONE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN HEREON, AND ALL MATERIALS TO COMPLETE THE SYSTEM AND MAKE READY FOR OPERATION SHALL BE FINISHED BY THE CONTRACTOR.
- UPON COMPLETION OF WORK, THE CONTRACTOR SHALL PERFORM SUCH TESTS AS MAY BE REQUIRED BY THE CITY ENGINEER. ANY DEFECTS THAT MAY BE INDICATED SHALL BE REPAIRED OR CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE, AND THE SYSTEM SHALL THEN BE RETESTED UNTIL SATISFACTORY TO THE ENGINEER.
- THE CONTRACTOR SHALL INSTALL THE LUMINAIRES WITH HORIZONTAL AXIS PARALLEL TO THE ROADWAY SURFACE AT GRADES GREATER THAN 4%.
- CONTRACTOR SHALL OBTAIN A DAILY SAFETY CIRCUIT CLEARANCE BEFORE ANY WORK IS DONE OR CONNECTIONS ARE MADE INVOLVING THE EXISTING LIGHTING SYSTEM. EXISTING CITY LIGHTING SYSTEMS ARE TO REMAIN IN DURING CONSTRUCTION.
- STREET LIGHTING CONDUCTORS SHALL BE STRANDED COPPER CONDUCTORS, WITH THIN/THIN INSULATION, UL APPROVED FOR 600 VOLT OPERATION UNLESS OTHERWISE SPECIFIED HEREON.
- ANY SUBSTITUTION OF MATERIAL SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- STREET LIGHTING SHALL BE PARALLEL CIRCUITS. SERIES CIRCUITS SHALL NOT BE INSTALLED.
- ALL ELECTRICAL EQUIPMENT, INCLUDING LUMINAIRES, METAL CONDUITS, ETC., SHALL BE BONDED.

CONSTRUCTION (BY CONTRACTOR)

- INSTALL NEW 2" PVC CONDUIT.
- INSTALL NEW NO. 5 PULL BOX FOR STREET LIGHT CIRCUIT.

CONSTRUCTION NOTES (BY SCE)

- INSTALL 27"-11" STREET LIGHT POLE WITH 99W LED STREET LUMINAIRE. SEE DETAIL "A" ON DWG SL-01.
- INSTALL 27"-11" STREET LIGHT POLE WITH 99W LED STREET LUMINAIRE. SEE DETAIL "B" ON DWG SL-01.
- INSTALL NEW 1" GALVANIZED RIGID STEEL CONDUIT AND 2-#10 WIRES (1-BLACK, 1-RED) AND 1-#12 WIRE (1-GREEN).



EQUIPMENT SCHEDULE				
SYMBOL	QUANTITY	DESCRIPTION	MANUFACTURER/CATALOG NUMBER	
			POLE	LUMINAIRE
⊖	5	27"-11" SEE OCTAGONAL MARBLETTE STREET LIGHT POLE WITH 12" LUMINAIRE ARM AND 99W LED LUMINAIRE.	AMERON CBOX08.5	GE/EVOLVE ERLH-0-11-C3-30-A-GRAY
⊖	2	27"-11" SEE OCTAGONAL MARBLETTE STREET LIGHT POLE WITH 6" LUMINAIRE ARM AND 99W LED LUMINAIRE.	AMERON CBOX08.5	GE/EVOLVE ERLH-0-11-C3-30-A-GRAY

LIGHTING EQUIPMENT NOTES:

- INSTALL EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS.
- COORDINATE LIGHT FIXTURE LOCATION AND MOUNTING WITH OTHER EQUIPMENT.
- CONTRACTOR SHALL PROVIDE ALL LAMPS, ACCESSORIES AND MOUNTING HARDWARE AS REQUIRED.
- CONTRACTOR SHALL VERIFY EXACT FIXTURES BY MANUFACTURER, SPECIFIED OR APPROVED EQUAL. SUBSTITUTED FIXTURES WILL REQUIRE PHOTOMETRIC CALCULATIONS AND MUST PERFORM EQUAL TO OR BETTER THAN LIGHT FIXTURE SPECIFIED. ENGINEER TO MAKE FINAL DETERMINATION.

QUANTITY	LEGEND:
TOTAL	⊖
7	⊖
10	⊖
1370'	⊖

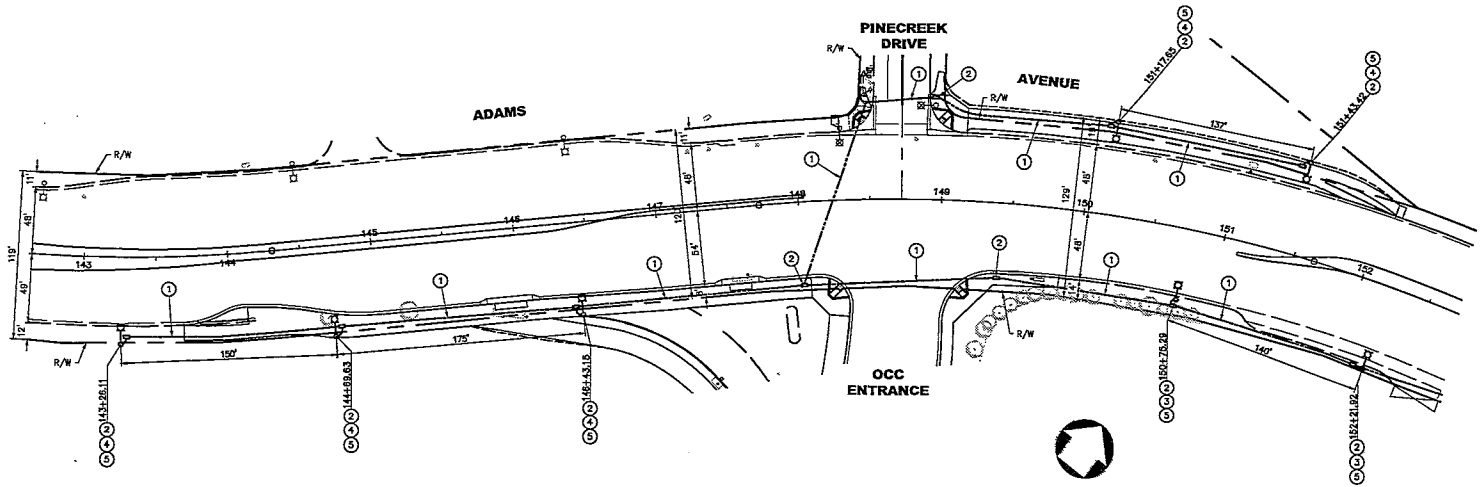
LEGEND:

- ⊖ EXISTING STREET LIGHT.
- ⊖ EXISTING STREET LIGHT, SAFETY LIGHT ON TRAFFIC SIGNAL POLE.
- ⊖ PROPOSED STREET LIGHT. SEE ELECTROLUSER SCHEDULE HEREON FOR MANUFACTURER AND CATALOG NUMBER INFORMATION.
- ⊖ EXISTING TYPE II SERVICE ENCLOSURE.
- ⊖ PROPOSED #5 STREET LIGHTING PULL BOX UNLESS OTHERWISE INDICATED.
- 2#8 WIRES (2" PROPOSED SCHEDULE 80 PVC CONDUIT WITH 1-BLACK, 1-RED) AND 1 #8 WIRE (1-GREEN) UNLESS OTHERWISE INDICATED. SEE GENERAL NOTE 3.

Plan Prepared By: Mon. 15, 2023 Date 241 W. Dreyfus Ave., Suite A Costa Mesa, CA 92626 Tel: 714.554.5117 Fax: 714.554.6534		REVISIONS <table border="1"> <tr> <th>No.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		No.	DATE	BY	DESCRIPTION									REFERENCES BENCH MARK: CM-33-41 ELEVATION: 81.82 DESCRIPTION: POINT 3-3/4" DIA ALUMINUM BENCHMARK (TOP STAMPED '10-30-51') SET IN THE INTERSECT CORNER OF A 3.8 FT. BY 32 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE SOUTHWEST CORNER OF THE INTERSECTION OF ADAMS AVENUE AND FARVIEW ROAD, 54 FT. SOUTHWEST FROM THE SOUTH CURB ALONG THE CENTER MEAN OF ADAMS AND 4.7 FT. WESTERLY OF THE WEST END OF THE SOUTHWEST CURB RETURN. MONUMENT IS SET LEVEL WITH THE BENCHMARK.		APPROVALS <table border="1"> <tr> <th>DESIGN</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>TRAFFIC</td> <td> </td> <td> </td> </tr> <tr> <td>RIGHT OF WAY</td> <td> </td> <td> </td> </tr> <tr> <td>UTILITIES</td> <td> </td> <td> </td> </tr> <tr> <td>PROJECT MANAGER</td> <td> </td> <td> </td> </tr> <tr> <td>RECOMMENDED BY:</td> <td> </td> <td> </td> </tr> <tr> <td>APPROVED BY:</td> <td> </td> <td> </td> </tr> </table>		DESIGN	BY	DATE				TRAFFIC			RIGHT OF WAY			UTILITIES			PROJECT MANAGER			RECOMMENDED BY:			APPROVED BY:		
		No.	DATE	BY	DESCRIPTION																																						
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ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT STREET LIGHTING PLAN CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION PROJECT NO. _____ DWG SL-01 SHEET 10 OF 12		APPROVED BY: ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT		APPROVED BY: ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT																																							

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CONSTRUCTION NOTES (BY CONTRACTOR)

- ① INSTALL NEW 2" PVC CONDUIT.
- ② INSTALL NEW NO. 5 PULL BOX FOR STREET LIGHT CIRCUIT.

CONSTRUCTION NOTES (BY SCE)

- ③ INSTALL 27'-11" STREET LIGHT POLE WITH 98W LED STREET LUMINAIRE. SEE DETAIL "A" ON DWG SL-01.
- ④ INSTALL 27'-11" STREET LIGHT POLE WITH 98W LED STREET LUMINAIRE. SEE DETAIL "B" ON DWG SL-01.
- ⑤ INSTALL NEW 1" GALVANIZED RIGID STEEL CONDUIT AND 2-#10 WIRES (1-BLACK, 1-RED) AND 1-#12 WIRE (1-GREEN).



Plan Prepared By:

 Date: Mar. 15, 2023

 2141 W. Chapman Ave., Suite A
 Costa Mesa, CA 92626
 Tel: (714) 441-2017 Fax: (714) 273-2524



REVISIONS			
NO.	DATE	BY	DESCRIPTION

REFERENCES	
APPRD BY	DATE

WHICH MARK: 04-33-01 ELEVATION: 0.000
 DESIGN: DIVISION: DATE: PROJECT MANAGER:
 RECOMMENDED BY: JENNIFER ROBELES, TRANSPORTATION SERVICES MANAGER, T.E. 676
 APPROVED BY: DEBBI VANDI, CITY ENGINEER, R.C.E. 06276

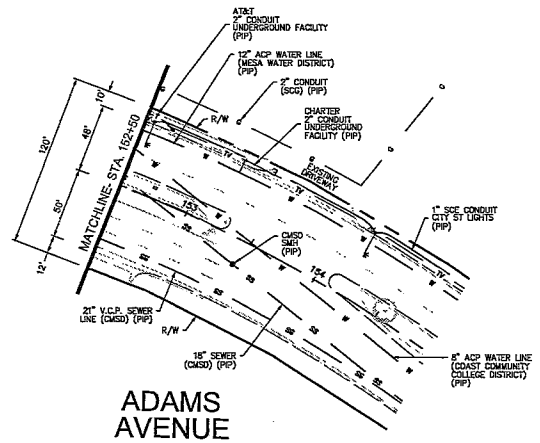
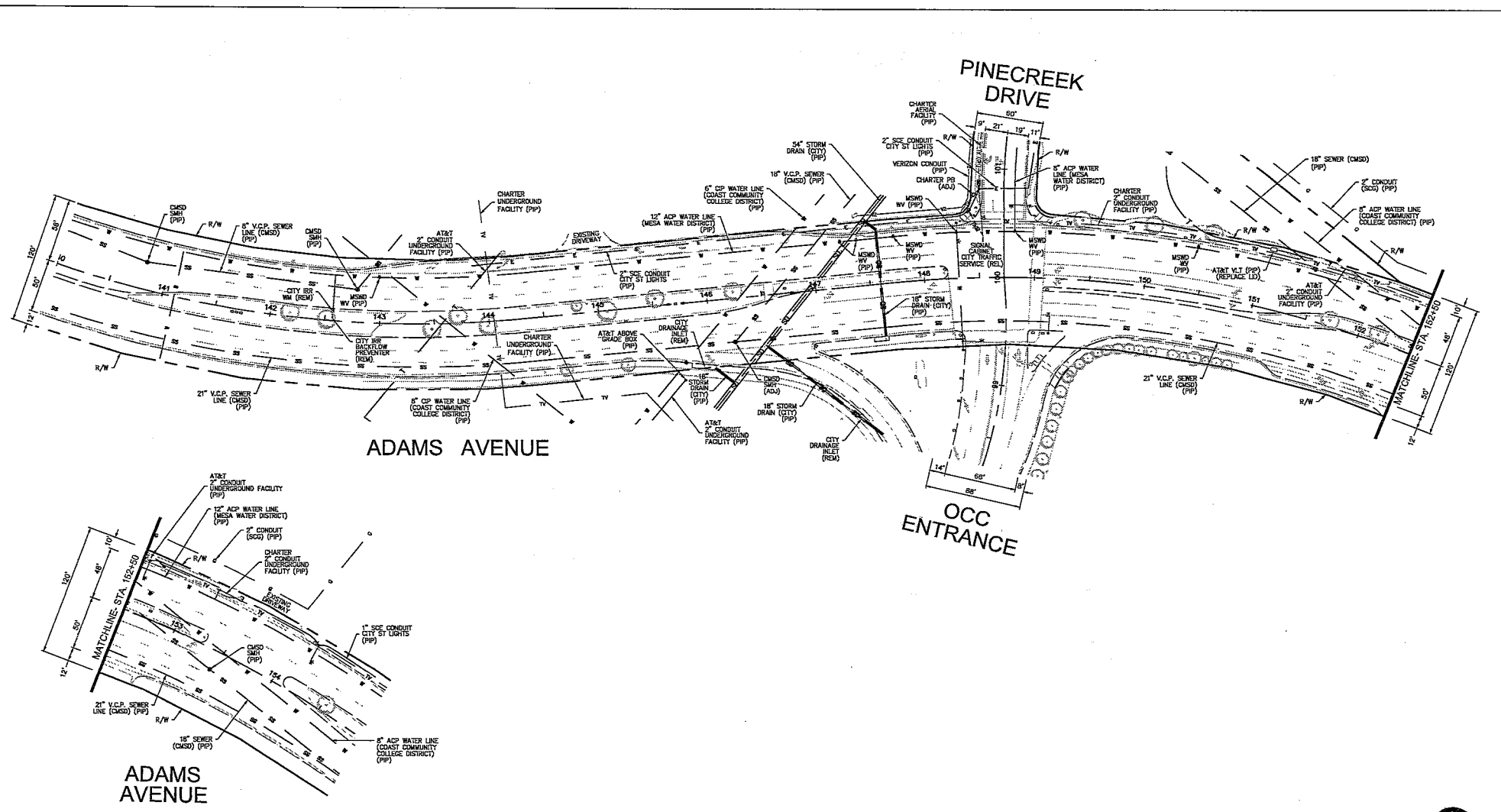
APPROVALS		
BY	DATE	

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT

STREET LIGHTING PLAN

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

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TO BE USED FOR UTILITY INFORMATION ONLY



Plan Prepared By:

KOA
 2141 W. DeSoto Ave., Suite A
 Costa Mesa, CA 92626
 Tel: (714) 278-0311 Fax: (714) 573-9554



No.	DATE	BY	DESCRIPTION	APPR'D BY	DATE

NO.	DATE	BY	DESCRIPTION	DATE

NO.	DATE	BY	DESCRIPTION	DATE

ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT	
UTILITY PLAN	
CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION	
PROJECT NO.	DWG U-01 SHEET 12 OF 12

APPENDIX C

Project Bid Set

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01

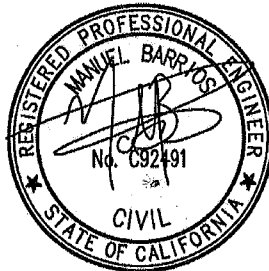
CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

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

**ADAMS AVENUE AND PINECREEK DRIVE
INTERSECTION PROJECT**

**FEDERAL PROJECT NO. CML-5312(104)
CITY PROJECT NO. 23-01**

Prepared Under the Direction of



Manuel Barrios, P.E.
Senior Associate Civil Engineer
R.C.E. No. 92491

Copy No. _____

Checked by _____

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

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

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT,
CITY PROJECT NO. 23-01, FEDERAL PROJECT NO. CML-5312(104)
FEDERALLY-FUNDED PROJECT**

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **2:00 P.M., September 6, 2023**, at which time or shortly thereafter the City Clerk will open bids electronically through PlanetBids, and the bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted outside of PlanetBids. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

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

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

SCOPE OF WORK AND BID DOCUMENTS: The scope of work generally consists of intersection improvements and traffic signal modification at the intersection of Adams Avenue and Pinecreek Drive. The safety improvements include removal of the existing eastbound and northbound right-turn slip lanes into traditional right turn lanes, installation of new multi-use concrete paths, concrete curb ramps, concrete driveways, traffic and parking signs, pavement striping and markings, green bicycle pavement markings and bicycle box, traffic signal modifications which include new poles and video detection equipment and slurry sealing of the project area.

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

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

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

6. **FEDERALLY-FUNDED PROJECT:** This project is a federally-funded project and will be under federal regulations which include the **Davis-Bacon Act** and related acts. The wage determination will be under the Davis-Bacon Act and related acts and the Department of Industrial Relations, State of California (the Contractor and Subcontractors shall pay not less than the higher wage rate).

The Disadvantaged Business Enterprise (DBE) contract goal for this project is SIXTEEN PERCENT (16%). The project will follow the new DBE requirements (as of May 2023) and also the new Build America Buy America (BABA) requirements (Issued – November 2022).

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locale in which work is to be performed for each craft classification or type of work needed to execute the contract. Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular craft, classification or type of work employed on the project.

In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of the prevailing rate of wages at each job site. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

A Contractor using a craft or classification not shown on the General Prevailing Wage Determinations may be required to pay the wage rate of the craft or classification most closely related to it as shown in the General Determinations effective at the time of the Call for bids.

The Contractor shall comply with the provisions of Section 1770 to 1780, inclusive, of the California Labor Code; the prevailing rate and scale of wages established by the City of Costa Mesa, which are on file with the City Clerk of the City of Costa Mesa; and shall forfeit penalties prescribed therein for noncompliance of said Code.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.
8. **PREVAILING WAGES:** This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Works Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
9. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.

10. **RETENTION:** The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
11. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
12. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
13. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact Administrative Secretary: Janet Zuazo, Public Works Department, via e-mail at janet.zuazo@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa
Dated: July 28, 2023

INFORMATION FOR BIDDERS

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

by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

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

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as

provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of the Department of Industrial Relations of the State of California.

21. **ANTI-DISCRIMINATION**: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. **DRUG-FREE WORKPLACE POLICY**: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. **BID PROTEST PROCEDURES**: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Works Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. **ASSEMBLY BILL 626**: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

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

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

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

PROJECT NAME: ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT

Date: _____

Time: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Plan Sheet: _____

Specification Section: _____

INTERPRETATION REQUESTED:

REPLY:

TO A/E:

**PROPOSAL
 FOR THE
 ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT
 CITY PROJECT NO. 23-01
 FEDERAL PROJECT NO. CML-5312(104)**

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, CITY PROJECT NO. 23-01, FEDERAL PROJECT NO. CML-5312(104)**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence **ALL CONTRACT WORK INVOLVING LONG LEAD ITEMS WITHIN FOURTEEN (14) WEEKS AFTER DATE OF CONTRACT AND NON-LONG LEAD ITEMS WITHIN TWO (2) WEEKS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN NINETY (90) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BID SCHEDULE PROPOSAL					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT
1	Mobilization	1	L.S.	\$	\$
2	Clearing and Grubbing	1	L.S.	\$	\$
3	Prepare and Implement SWPPP	1	L.S.	\$	\$
4	Unclassified Excavation**	2,100	C.Y.	\$	\$

5	Tree Removal (Medium to Large)	5	EA.	\$	\$
6	Tree Removal (Small)	9	EA.	\$	\$
7	Construct 2" AC Surface Course, "Type C"	450	TON	\$	\$
8	Construct 3" AC Base Course, "Type B"	670	TON	\$	\$
9	Construct 5" CMB Under AC Pavement	45	TON	\$	\$
10	Apply Type II Slurry Seal with 2.5% Latex.	100	E.L.T	\$	\$
11	Apply Weed Kill and Crack Seal Prior to Slurry Seal	1	L.S.	\$	\$
12	Construct 8" Median Curb, Type "A" Per City of Costa Mesa Plan Std. Plan 311	1,300	L.F.	\$	\$
13	Construct 8" Parabolic Median Curb Transition Per City of Costa Mesa Std. Plan 116	272	L.F.	\$	\$
14	Construct Varied Height Retaining Curb (8"-14") Over 4" CMB Per Detail Shown on Sheet 2	92	L.F.	\$	\$
15	Construct Varied Height Retaining Curb (0"- 8"), Type "A" Over 4" CMB Per City of Costa Mesa Std. Plan 311	315	L.F.	\$	\$
16	Construct Varied Height Curb (0"- 8"), Type "A" Over 4" CMB Per City of Costa Mesa Std. Plan 311	17	L.F.	\$	\$
17	Construct 8" Curb & Gutter, Type "C" (W=24"), Over 6" CMB Per City of Costa Mesa Std. Plan 312 (Include 2' AC Slot Pave)	320	L.F.	\$	\$
18	Construct Modified 6" Curb & Gutter, Type "C" (W=24"), Over 6" CMB Per City of Costa Mesa Std. Plan 312 (Include 2' AC Slot Pave)	430	L.F.	\$	\$

19	Construct Median 4" Stamped, Sand Colored PCC Over 4" Sand Over Compacted Subgrade to A 95% Min. Compaction. Match Existing Finish	260	S.F.	\$	\$
20	Construct 4" PCC Sidewalk Over 4" CMB per City of Costa Mesa Std. Plan 411	21,000	S.F.	\$	\$
21	Construct 4" Concrete Curb Ramp Over 4" CMB Per Caltrans Std. Plan A88A (Case A). Include "Federal Yellow" Truncated Domes	3	EA.	\$	\$
22	Construct 4" Concrete Curb Ramp Over 4" CMB Per Caltrans Std. Plan A88A (Case B). Include "Federal Yellow" Truncated Domes.	1	EA.	\$	\$
23	Construct Modified 4" Concrete Ramp over 4" CMB Per Caltrans Std. Plan A88A (Case F).	2	EA.	\$	\$
24	Construct 8" PCC Spandrel Over 8" CMB per City of Costa Mesa Std. Plan 415 (Include 3' AC Slot Pave)	500	S.F.	\$	\$
25	Install 2" X 8" Redwood Header	225	L.F.	\$	\$
26	Regrade Existing Landscaping Area. Adjust Impacted Irrigation and Appurtenances As Needed	1	L.S.	\$	\$
27	Fill and Grade with Native Soil and Compact to 95% Relative Compaction. Match Adjacent Elevations (Or As Shown Per Plan). Furnish and Install 3" Organic Mulch. Adjust, Replace or Modify Irrigation and Appurtenances As Needed to Ensure Head to Head Coverage in All Areas. Contractor Must Use City Standard Materials.	1	L.S.	\$	\$
28	Modify Irrigation as Necessary to Ensure Proper Head to Head Coverage of Irrigation While Avoiding Spraying the Sidewalk. Contractor Shall Use City or OCC	270	L.F.	\$	\$

	Standard Materials				
29	Adjust, Replace or Modify Irrigation and Appurtenances As Needed to Match Existing and to Ensure Head to Head Coverage of Irrigation While Avoiding Spraying Onto the Street. Contractor Must Use City Standard Materials.	1	L.S.	\$	\$
30	Construct Curb Opening Catch Basin Per SPPWC Std. Plan 300-3 (W=21')	1	EA.	\$	\$
31	Construct Curb Opening Catch Basin Per SPPWC Std. Plan 300-3 (W=14')	1	EA.	\$	\$
32	Install Inlet (Type V) Per OCPW Std. Plan 1305	1	EA.	\$	\$
33	Construct Local Depression Per City of Costa Mesa Std. Plan 315	300	S.F.	\$	\$
34	Construct Concrete Collar for RCB Per SPPWC Std. Plan 380-4	2	EA.	\$	\$
35	Construct Junction Structure-Pipe to Pipe Per SPPWC Std. Plan 331-3	1	EA.	\$	\$
36	Furnish and Install 18" RCP, D-1500	20	L.F.	\$	\$
37	Reset Survey Monument	3	EA.	\$	\$
38	Relocate Existing Bus Bench and Debris Receptacle	1	EA.	\$	\$
39	Relocate Existing Irrigation Control Valves	11	EA.	\$	\$
40	Remove Existing Catch Basin Structure and Protect Existing Connector Pipe in Place. Fill and Compact Removal with Native Soil	3	EA.	\$	\$
41	Signing and Striping	1	L.S.	\$	\$
42	Traffic Signal Modification, Interconnect and Full Functionality	1	L.S.	\$	\$

	with the City's Traffic Management Center*				
43	Traffic Control	1	L.S.	\$	\$
44	Street Lighting	1	L.S.	\$	\$
45	Adjust Existing Sewer Manhole to Grade (per CMSD requirements)	1	EA.	\$	\$
46	Adjust Existing Pullbox to Grade (By Charter)	1	EA.	\$	\$
47	Replace Existing Metal Cover with Concrete Cover (By AT&T)	1	EA.	\$	\$
48	Additional Work Items	1	F.A.	\$100,000.00	\$100,000.00
BASE BID TOTAL:				\$ _____	

TOTAL BASE BID AMOUNT (IN FIGURES) \$ _____

TOTAL BASE BID AMOUNT (IN WORDS) _____

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

The CITY also reserves the right to reject all Bids.

 Bidder's Initials

PROPOSAL SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. Schedule of Values shall be submitted before 4:00 PM of the 4th business day following the bid opening. Price includes the indirect cost mark up.
5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

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

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

6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials requires uploaded onto *PlanetBids*.

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

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

Contractor's Lawful Name: _____

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

Contractor's License No. _____ Expiration: _____

DIR Registration Number: _____

Dun & Bradstreet Number: _____

Contractor's Taxpayer I.D. Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

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

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

24-Hour Emergency Contacts:

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

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

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

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

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

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

Bidder's Initials

Respectfully submitted,

 Contractor's Business Name

 Business Address: Street

 City State Zip

 Business Phone Number

 Name Title

 City State Zip

 Contractor Title

 By Title

 Contractor's License No. and Classification

 Date

 Residence: Street

 Residence phone Number

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

Corporation

Taxpayer I.D. Number: _____

Name _____
 Name _____
 Name _____

Can Sign

Must Sign

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

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
 Address _____
 Name _____
 Address _____

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

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

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

 Bidder's Initials

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

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

CONSTRUCTION PROJECT REFERENCES

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

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

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

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

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

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

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

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

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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

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

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

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

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

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

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

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

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

BIDDER'S BOND TO ACCOMPANY PROPOSAL

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

KNOW ALL PEOPLE BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

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

Contractor/ Principal
(Notary Acknowledgement to be attached)

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

CONTRACT ASSURANCE

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

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

Bidder's Initial

NONCOLLUSION AFFIDAVIT

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

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Bidder's Initials

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

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

Dated: _____

CONTRACTOR

Company Name

PROJECT: _____

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

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

Bidder's Initials

**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION
PROJECTS**

Refer to "FR" pages within the Special Provisions Section and the following seven (7) pages.

**FEDERAL REQUIREMENTS
(BID PROPOSAL)**

Federal Lobbying Restrictions:

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
- or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

Design Engineer May Not Bid On Construction Contract

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

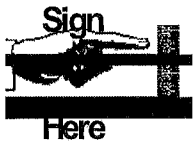
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**AFFIRMATIVE ACTION QUESTIONNAIRE
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
 - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
 1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
 2. The resident population of the City as a whole; and
 3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
 4. The resident population of the unincorporated areas of the County contiguous to the City.
 - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing _____

Signature _____ Date _____

IMPORTANT: This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I _____ Prime Contractor _____
Subcontractor _____

1. Name and address of reporting unit covered by this questionnaire.

2. Name and address of principal official or manager.

3. Name and address of principal officer of the company.

4. Name and address of parent company if an affiliated corporation.

5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)

6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)

7. _____
Signature and Title of Authorized Representative

8. _____
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.

2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? _____

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? _____
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
 - a) How many people participate in these programs? _____
 - b) How many are minorities? _____
 - c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? _____
5. Are any apprentices obtained from sources outside the employer's work force? _____ If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office _____

Newspapers or other media _____

High schools, including those in minority group areas _____

Local trade or vocational schools, including those with minority group students

Agencies and/or organizations specializing in minority employment _____

Federal or State apprenticeship representatives _____

Name _____

Other - Name _____

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? _____
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? _____
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?

2. If yes, specify the union(s) or organization(s).

3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? _____
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?

5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? _____
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? _____
If so, specify _____

7. Specify the trade(s) or craft(s) involved in this contract.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE
OF PREVIOUS CONTRACTS OR SUBCONTRACTS
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND THE FILING OF REQUIRED REPORTS**

The bidder _____,
proposed subcontractor _____,
hereby certifies that he has _____, _____ has not _____, participated in a previous contract or
subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925,
11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee,
the Director of the Office of Federal Contract Compliance, a Federal Government contracting
or administering agency, or the former President's Committee on Equal Employment
Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of
the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and
proposed subcontractors only in connection with contracts and subcontracts which are
subject to the equal opportunity clause. Contracts and subcontracts which are exempt
from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only
contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive
Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous
contract or subcontract subject to the Executive Orders and have not filed the required
reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and
subcontracts unless such contractor submits a report covering the delinquent period or
such other period specified by the Federal Highway Administration or by the Director,
Office of Federal Contract Compliance, U.S. Department of Labor.

FEDERAL REQUIREMENTS FOR DISADVANTAGED BUSINESS ENTERPRISES (UPDATED MAY 2023)

GENERAL

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.

Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days. Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

- Name and business address of each 1st-tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a

CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER: CML-5312(104)

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm In years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm In years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
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							Age of Firm In years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm In years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm In years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: CML-5312(104)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			< \$1 million	< \$5 million
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
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City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 16%
 3. Project Description: Multi-modal Improvements at the Intersection of Adams Avenue and Pinecreek Drive
 4. Project Location: Multi-modal Improvements at the Intersection of Adams Avenue and Pinecreek Drive
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:		%	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.
23. Federal-Aid Project Number:	CML-5312(104)		
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title		21. Preparer's Title	

- DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
13. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
23. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
24. **Bid Opening Date** - Enter the date contract bids were opened.
25. **Contract Award Date** - Enter the date the contract was executed.
26. **Award Amount** - Enter the contract award amount as stated in the executed contract.
27. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s) CML-5312(104) Bid Opening Date _____ CON

The City of Costa Mesa established a Disadvantaged Business Enterprise (DBE) goal of 16,000 for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
--------------	------------------------

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
-------------------------	------------------------------	-----------------------------

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

H. Any additional data to support a demonstration of good faith efforts:

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number		2. Federal-Aid Project Number CML-5312(104)		3. Local Agency City of Costa Mesa		4. Contract Acceptance Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

DB-16

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number CML-5312(104)		3. Local Agency City of Costa Mesa		4. Contract Completion Date
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

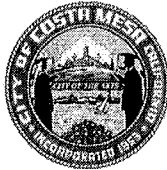
DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

DB-18

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

Bidder/Applicant/Proposer

Date

**CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT
PART I - GENERAL PROVISIONS**

The work embraced herein shall be done in accordance with the **latest Edition of the Standard Specifications and the Standard Plans, of the California Department of Transportation (CALTRANS)** insofar as the same may apply and these special provisions.

In case of conflict between the CALTRANS 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.

BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:

THE CONTRACTOR SHALL COMMENCE ALL CONTRACT WORK INVOLVING LONG LEAD ITEMS WITHIN FOURTEEN (14) WEEKS AFTER DATE OF CONTRACT AND NON-LONG LEAD ITEMS WITHIN TWO (2) WEEKS AFTER DATE OF CONTRACT, AND THE WORK SHALL BE DILIGENTLY PROSECUTED TO COMPLETION BEFORE THE EXPIRATION OF NINETY (90) WORKING DAYS

The Contractor shall pay to the City of Costa Mesa the sum of \$4,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above, unless an extension is granted by the City in writing.

The City and Coast Community College District will provide Contractor with Orange Coast College's event schedule and requirements for access on specific dates and/or timeframes to the College's property on Adams Avenue. The City and Contractor are to coordinate construction activities to minimize impacts to College events. Any construction delays caused by the College's events will not be counted against the total number of working days.

WORK TO BE DONE:

The scope of work generally consists of intersection improvements and traffic signal modification at the intersection of Adams Avenue and Pinecreek Drive. The safety improvements include removal of the existing eastbound and northbound right-turn slip lanes into traditional right turn lanes, installation of new multi-use concrete paths, concrete curb ramps, concrete driveways, traffic and parking signs, pavement striping and markings, green bicycle pavement markings and bicycle box; traffic signal modifications which include new poles and video detection equipment and slurry sealing of the project area.

The work to be performed consists of saw cutting and removal of A.C. pavement and base materials, providing, constructing and/or installation: Class A topsoil; PCC curb and PCC sidewalk/multi-use path; PCC curb and gutter; relocation of a catch basin and lateral; construction of parkway drains; AC pavement; Type II slurry seal over existing asphalt; utility adjustments; signing and striping improvements; landscaping and irrigation modifications; major traffic signal modification; and other work noted on the plans.

LABOR SURCHARGE:

The following shall have precedence over the mark-ups set forth in the Caltrans Labor Surcharge and Equipment Rental Rates. All other rates set forth in the equipment rental rates shall apply. The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be 23 percent for regular time and overtime.

MARKUP:

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

Equipment and Material: 15%

Labor: 20%

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

Work by subcontractor: The allowance for the Contractor's overhead and profit to be added to the sum of the Subcontractor's costs and markup shall be five percent (5%).

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

PAYMENT FOR ITEMS OF WORK REQUIRED BY CONTRACT DOCUMENTS OR SHOWN ON THE PLANS FOR WHICH THERE IS NO BID ITEM:

The Contractor shall include the cost for compliance with the contract documents and the completion of work shown on the plans within the bid item of work. If there is no bid item of work, the costs are to be included in the mobilization bid item of work or the various items of work should there be no mobilization bid item. The Contractor shall address all items of work shown on the plans or in the specification within the project costs and no other compensation shall be allowed.

SECTION 1. SPECIFICATIONS AND PLANS

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

1-1.07B Glossary – Revisions to the glossary to reflect the City of Costa Mesa's interpret terms.

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

AGENCY – The City of Costa Mesa.

CITY – The City of Costa Mesa.

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

DEPARTMENT – City Council of the City of Costa Mesa, State of California.

DIRECTOR – The Public Works Director for the City of Costa Mesa or his designee.

ENGINEER – The Project Manager for the City of Costa Mesa or his authorized representative.

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

HOLIDAYS – The City observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. The observance date shall concur with Federal guidelines. Also, the City is closed every Saturday and Sunday.

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

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

PROPOSAL FORM – The approved form upon which the City requires formal bids be submitted.

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

STATE – The City of Costa Mesa, except in reference to laws, codes and other legal aspects.

STATE HIGHWAY ENGINEER – The City Engineer of the City of Costa Mesa, State of California.

TRANSPORTATION BUILDING-SACRAMENTO – City Hall, City of Costa Mesa, State of California.

1-1.08 DISTRICTS – The district and office shall refer to the City of Costa Mesa, 77 Fair Drive, Costa Mesa, CA 92627.

1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS – Shall reference the City of Costa Mesa.

1-1.12 MISCELLANY – Make checks and bonds payable to the City of Costa Mesa.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.1.01A GENERAL – The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions" of the Standard Specification and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

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

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

2-01B FEDERAL LOBBYING RESTRICTIONS – Section 1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower-tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.01C REQUEST FOR INTERPRETATION – If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may make a request to the Engineer, in writing, for an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery. All such interpretations of the contract documents will be made only by addenda, duly issued, and a copy of each such addendum will be mailed, faxed or delivered to each person receiving a set of contract documents at his last address or record. The CITY will not be responsible for any other explanations or interpretations of the contract documents.

2-1.03 CONTRACTOR REGISTRATION – No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2-1.06 BID DOCUMENTS – The “Bid Book” book referenced in the Standard Specifications shall be the Proposal package insert within the Specifications. Proposal shall be made and submitted on proposal forms in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each Bidder shall initial as requested.

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

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

2-1.06A GENERAL – The Bid book shall refer to the PROPOSAL. The Notice to Bidders shall refer to the City's Notice Inviting Bids.

2-1.06B SUPPLEMENTAL PROJECT INFORMATION – Contact the ENGINEER for all available information.

2-1.07 JOB SITE AND DOCUMENT EXAMINATION – Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award. Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered.
2. Character, quality, and scope of work to be performed.
3. Quantities of materials to be furnished.
4. Character, quality, and quantity of surface and subsurface materials or obstacles.
5. Requirements of the contract.

2-10A SUBCONTRACTING – The provisions that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than fifty percent (50%) of the original contract price, *is not* changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than thirty percent (30%) of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor's ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<https://www.dir.ca.gov/dlse/debar.html>

2-1.10B SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor that will perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent.

2-1.12 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

2-1.12A General

Section 2-1.12 applies to a federal-aid contract.

DBE requirements have been updated as of May 2023. Please see updated requirements outlined on pages DB1 to DB8. Contractor may also refer to Exhibit 12-G attached in Appendix 3

Contract Assurance:

Under 49 CFR 26.13(b): The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Include this assurance in each subcontract you sign with a subcontractor.

Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

2-1.12B Disadvantaged Business Enterprise Goal

2-1.12B(1) General

The Disadvantaged Business Enterprise (DBE) contract goal for this project is SIXTEEN PERCENT (16%).

1. The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within five (5) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

2-1.12B(2) DBE Commitment Submittal

Submit DBE information under section 2-1.33.

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form no later than 4 p.m. on the 5th day after bid opening. If the last day for submitting the quote falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

2-1.12B(3) DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form under section 2-1.33 showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal. The Department considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.12B(5) DBE RUNNING TALLY OF ATTAINMENTS

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations

and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

2-1.15 DISABLED VETERAN BUSINESS ENTERPRISES – This section does not apply to the contract.

2-1.18 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES – This section does not apply to the contract.

2-1.27 CALIFORNIA COMPANIES – This section does not apply to the contract.

2-1.40 WITHDRAWAL OF PROPOSALS – Any bidder may withdraw his bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It

is the sole responsibility of the Bidder to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such Bidders will be returned promptly to the Bidder.

2.1-43 BID OPENING – The Agency publicly opens and reads bids at the time and place shown on the *Notice Inviting Bids*.

2-1.50 BID RIGGING – Section 2-1.50 applies to a federal-aid contract.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.60 FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit notification of:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Agency's approval for this submitted information before you start work. The Agency credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Agency and FHWA approve a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Agency reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1 GENERAL – The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: (Agency to provide detailed information if this paragraph is used)

A "Construction Contract DBE Commitment, Exhibit 15-G " form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Construction Contract DBE Commitment, Exhibit 15-G " form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

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

The Construction Contract DBE Commitment, Exhibit 15-G form should be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

3-1.01A AWARD OF CONTRACT – The award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids, these special provisions, and the Standard Specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within fourteen (14) days after the mailing of a notice to the BIDDER that the contract is ready for execution. The contract will be awarded within sixty (60) days of after the opening of proposals. The award of contract will occur after the receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

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

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

A "Construction Contract DBE Commitment, Exhibit 15-G" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's " Construction Contract DBE Commitment, Exhibit 15-G " form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

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

The " Construction Contract DBE Commitment, Exhibit 15-G " form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

3-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222) – The successful bidder must furnish 2 surety bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The Department provides bond forms to the successful bidder.

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

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

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

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

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

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

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

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

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

The "Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Performance Bond shall also be kept by the Contractor in full force and effect for at least six (6) months following the filing of the Notice of Completion.

BIDDER shall provide the following:

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

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

3-1.06 CONTRACTOR LICENSE – The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 00 01 or similar

exclusions are allowed if not inconsistent with section 7-1.06. The allowance of additional exclusions is at the discretion of the Department.

Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, must set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance must provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.

Declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has enough funds and resources to cover any self-insured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, the Bidder must submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

3-1.18(a) FAILURE TO EXECUTE CONTRACT – Failure to comply with insurance and bonding requirements as specified in the agreement and in the specifications, proposal, or Notice Inviting Bids shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the City until the execution of the agreement by the City. In case of conflict, the agreement shall have precedence over all other written specifications.

3-1.19 RETURN OF BID SECURITY – The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 60 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

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

SECTION 4. SCOPE OF WORK

4-1.05 CHANGES AND EXTRA WORK – This section has been modified, reference Section 9.01A herein.

4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109) – This section has been modified, reference Section 9.01A herein.

SECTION 5. CONTROL OF WORK

5-1.01 PLANS AND SPECIFICATIONS – Contractor will obtain from the Engineer, free of charge, up to 10 copies of plans, and special provisions that are reasonably necessary for the execution of work.

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

5-1.02 PRECEDENCE OF CONTRACT DOCUMENTS – If there is conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

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

Detailed drawings shall have precedence over the general drawings.

5-1.03 AUTHORITY OF BOARD AND ENGINEER – When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

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

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

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

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

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

5-1.09 PARTNERING – The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

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

5-1.16 REPRESENTATIVE – Contractor shall file with the ENGINEER the addresses and telephone numbers where he or his designated representative may be reached during hours when the work is not in progress.

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

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

5-1.08 INSPECTION – If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee as established by the ENGINEER to defray the cost for such service.

5-1.13B(1) SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS

DBE requirements have been updated as of May 2023. Please see updated requirements outlined on pages DB1 to DB8. Contractor may also refer to Exhibit 12-G attached in Appendix 3

Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement. If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment Form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

5-1.13(B)(2) PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES

DBE requirements have been updated as of May 2023. Please see updated requirements outlined on pages DB1 to DB8. Contractor may also refer to Exhibit 12-G attached in Appendix 3

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

DBEs must perform work or supply materials as listed on the DBE Commitment form.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the Department.

The Department authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor license and the listed DBE does not have a valid license under the Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause under 49 CFR 26.53.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 business days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur.

Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

If the Department authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the most specific available NAICS or work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The Department may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the Department authorizes a request to terminate or substitute a listed DBE, the Department does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. You may be subject to other sanctions under 49 CFR 26.

5-1.13 (1) Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. A prime contractor cannot terminate or perform any work of a DBE listed on Exhibit 15-G: Construction Contract DBE Commitment or Exhibit 10-O2: Consultant Contract DBE Commitment neither can it substitute any work for a DBE subcontractor without the written consent of the LPA prior to any replacement taking

place. Unless the LPA's prior written consent is provided, the contractor is not entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G or Exhibit 10-O2. After affording the DBE due process (see Termination of DBE Subcontractors below), when a prime contractor receives written permission from the LPA to terminate it must then make adequate Good Faith Efforts (GFEs) for any necessary replacement of a DBE subcontractor to the extent needed to meet the DBE commitment.

5-1.13 (2) Termination of DBE Subcontractors

The LPA must include in each prime contract a provision stating that the contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is item listed in the contract unless the contractor obtains the LPA's written permission.

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law
- Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law or is not properly registered with the California Department of Industrial Relations as a public works contractor.
- The LPA has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal
- The listed DBE is ineligible to receive DBE credit for the type of work required
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract
- Other documented good cause that the LPA determines compels the termination of the DBE subcontractor

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or

documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

5-1.13B (2) (d) Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE

commitment

- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

5-1.13E Prompt Payment

The contractor shall follow the new Prompt Payment Certification requirements outlined in Caltrans DLA office Bulletin #23-02 (May 2023)

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code § 10262 and 10262.5. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at <https://caltrans.dbesystem.com>:

1. Subcontractor's or entity's business name
2. Description of work performed
 - 2.1. Bid item numbers or change order numbers
 - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable.

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was

calculated

5. Corrective actions to be taken for release of withheld amount.

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

5-1.13B (3) Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier.

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1). Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

5-1.20(B) UTILITIES: LOCATION – Locations of utilities shown on plans are approximate only and are based on a search of available records. Prior to commencing any other work, Contractor shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 8-1.10 of the Standard Specifications. Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. Contractor shall be responsible for any damage to existing utilities shown on the plan.

Attention is directed to the possibility of utility mains or laterals within the project limits. The Contractor shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The Contractor shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

The Contractor shall remove any abandoned underground utility lines encountered during construction. The Contractor shall be responsible for any damage to existing utilities.

5-1.20(C) UTILITIES: PROTECTION – The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Sections 8-1.10 and 15 of the Standard Specifications and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

5-1.20(D) UTILITIES: RELOCATION AND ABANDONMENT – Any miscellaneous utilities to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule his relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following at least forty-eight (48) hours in advance of any work on any of their facilities.

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the Contractor shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonment. The Contractor shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The Contractor shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

Utility Contacts:

AT&T

Valentina Gipson (right-of-way)
3939 E Coronado St, Rm 2030
Anaheim, CA 92807
(o) 714-618-9132
Email: vk3921@att.com
Ernest Estacio (Engineer for Costa
Mesa)
1452 Edinger Ave, 3rd Floor
Tustin, CA 92780
(o) 714-618-9128
Email: ee9318@att.com

CA Regional Water Quality – Santa Ana Region

Mark Smythe
3737 Main St, Ste 500
Riverside, CA 92501
(o) 951-782-4130
(c) 951-543-8523
(f) 951-781-6288
Email:
msmythe@waterboards.ca.gov

Charter Communications (Time Warner)

Jose Roman
12051 Industry St
Garden Grove, CA 92841
(o) 714-591-4846
(c) 657-263-3641
Email: Jose.Roman1@charter.com

Costa Mesa Sanitary District (CMSD)

Andrew Wong
290 Paularino Ave (inter-office mail
okay)
Costa Mesa, CA 92626
(o) 949-645-8400, ext. 229
Mark Esquer (District Engineer)
290 Paularino Ave
Costa Mesa, CA 92626
(o) 949-645-8400, ext. 241
Email: MEsquer@cmsdca.gov

Irvine Regional Water District (IRWD)

Kelly Lew

15600 Sand Canyon Ave Irvine, CA
92618
(o) 949-453-5586
(p) 949-729-7300 (24-hour)
(f) 888-496-1244
Email: lew@irwd.com
Brad Jackson (Area Construction
Inspector)
15600 Sand Canyon Ave
Irvine, CA 92618
(o) 949-632-0627
(p) 949-729-7300 (24-hour)
Email: jackson@irwd.com

Mesa Water District

Phil Lauri
1965 Placentia Ave (inter-office mail
okay)
Costa Mesa, CA 92627 (o) 949-207-
5449
(c) 949-631-1200 (24-hour)
(f) 949-574-1035
Email: phill@mesawater.org

Metropolitan Water District (MWD) of So Cal

Civil Engineering Substructures
Section
Kieran Callanan
PO Box 54153
Los Angeles, CA 90054 (o) 213-217-
7474
(c) 626-844-5610 (24-hour)
Email: kcallanan@mwdh2o.com

Mpower Communications, Inc.

Mark Denning
2698 White Rd
Irvine, CA 92614
(o) 949-864-0296
(c) 949-547-6455
(f) 949-864-0286
Email: mdenning@telepacific.com

OCTA – Stops & Zones

Kyle Poff
550 S Main St
Orange, CA 92863
(o) 714-560-5883

(f) 714-560-5880
Email: kpoff@octa.net

**Orange County Sanitation District
(OCSD)**

PO Box 8127
Fountain Valley, CA 92728
(o) 714-962-2411

**Orange County Water District
(OCWD)**

Fernando Almaro
PO Box 8300
Fountain Valley, CA 92728
(o) 714-378-3200
(c) 714-378-3240 (24-hour)
(f) 7814-378-3373

Southern California Edison (SCE)

Kasey Chapman (Utility Notice Requests)

7333 Bolsa Ave
Westminster, CA 92683
(o) 714-895-0109
(c) 800-611-1911 (24-hour)
(f) 714-934-0892

Email: Kasey.chapman@sce.com*

Kimberlie Gurule (Base Maps)
1444 E McFadden Ave, Bldg D Santa Ana, CA 92705

(o) 714-796-9932
(f) 714-973-5735

Email: maprequests@sce.com*

Susan Morgan (Senior Compliance)
(o) 909-835-7527
(c) 909-835-7527

Email: susan.morgan@sce.com

Monica Balderas (Service Planner – Orange Coast S/C)

7333 Bolsa Ave
Westminster, CA 92683
(o) 714-329-2778
(f) 714-895-5453

Email: monica.balderas@sce.com*

Damon Humphrey 7333 Bolsa Ave.
Westminster, CA 92683
(o) 714-895-0534
(f) 714-895-5453

Email: damon.humphrey@sce.com

** No pre-construction meeting notices to this address – map requests ONLY.*

So Cal Gas Company

Wilson Baldelomar
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-5091
(c) 800-603-7060 (24 hour)
(f) 714-634-3101

Email:

wbaldelomar@semprautilities.com

Richard Clendineng
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-3262
(f) 714-634-3101

Email:

rclendineng@semprautilities.com

Peter Serrano
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-5067
(f) 714-634-3101

Email:

pserrano@semprautilities.com

Transmission Utility Requests
P. O. Box 2300
Chatsworth, CA 91313-2300
(o) 818-701-4546
(f) 818-701-2549

Email:

SoCalGasTransmissionUtilityRequest@semprautilities.com

Verizon Business Investigations

2400 N Glenville Dr Richardson, TX 75082

(o) 972-729-6322
(f) 972-729-6240

Email: investigations@verizon.com*

*2nd email: Bryan.lantz@verison.com

XO Communications

Lee Arnold
1924 Deere Ave, Ste. 110
Santa Ana, CA 92705
(o) 949-417-7762
(c) 800-546-5283 (24-hour)
(f) 949-417-7730

Email: lee.arnold@xo.com

5-1.26 LINE AND GRADES – Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

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

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

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

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

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

5-1.26(B) PERMANENT SURVEY MARKERS – Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above requires removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed land surveyor or civil engineer, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

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

5-1.27B Record Retention

Retain project records from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

5-1.27C Record Inspection, Copying, and Auditing

Make your records available for inspection, copying, and auditing by State representatives or Local Agency representative for the same time frame specified under section 5-1.27B. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives or Local Agency representative for the same period. Before Contract acceptance, the State representative or Local Agency representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative or Local Agency representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

5-1.27D Cost Accounting Records

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
 - a. Bid item prices
 - b. Force account
 - c. Agreed price
3. Extra work. Distinguish extra work by:
 - a. Bid item prices
 - b. Force account
 - c. Agreed price
 - d. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services
 - a. Cost accounting records must include:
 - i. Final cost code lists and definitions
 - ii. Itemization of the materials used and copies of the corresponding vendors' invoices
 - b. Direct cost of labor
 - c. Equipment rental charges
 - d. Workers' certified payrolls
 - e. Equipment:
 - i. Size
 - ii. Type
 - iii. Identification number
 - iv. Hours operated

5-1.30(A) REMOVAL OF REJECTED AND UNAUTHORIZED WORK – All work, which is defective in its construction or does not meet all of the requirements of the plans and/or specifications, shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

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

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

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

5-1.48 TEMPORARY LIGHT, POWER AND WATER – The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.

SECTION 6. CONTROL OF MATERIALS

6-1.02 STATE FURNISHED MATERIALS – There will be no materials furnished by the City for this project. Any reference to State-furnished materials shall be furnished by the Contractor and all costs shall be included within the bid item of work.

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

6-2.05C BUILD AMERICA REQUIREMENTS

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and
3. polymers used in fiber optic cables)
4. Glass (including optic glass)
5. Lumber
6. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance. All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, the following language applies:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

6-3.02 TESTING BY CONTRACTOR – All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required

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

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

Unless otherwise provided in the Special Provisions, the CITY will pay for the initial soil and material tests required by the City's Quality Assurance Program. Any subsequent soil and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense.

6-3.05B QUALITY ASSURANCE – The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02(2)A LABOR NONDISCRIMINATION – Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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

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

7-1.02K(2)A PREVAILING WAGE – The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Public Works Department, Construction Management Section, 77 Fair Drive, Costa Mesa, CA 92627. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

7-1.03 TRAFFIC AND ACCESS – Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

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

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

7-1.04 PUBLIC SAFETY – Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

7-1.06 INSURANCE:

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

Liability Limits/Additional Insured – The Contractor may file insurance acceptable to the Agency covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury

- \$1,000,000 each person
- \$1,000,000 each occurrence
- \$1,000,000 aggregate products and completed operations

Property Damage

- \$1,000,000 each occurrence
- \$1,000,000 aggregate

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

The Contractor shall save, keep, and hold harmless the City of Costa Mesa, and their officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any Subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

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

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

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

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

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

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

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

Endorsements – Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

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

1. Additional Insureds

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

2. Notice

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

3. Other Insurance

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

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

7-1.08 OCCUPANCY – Should it become necessary, due to developed conditions, to occupy any portion of the work before contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor

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

All tree, shrub and other plant replacement shall be completed prior to the acceptance of the project. Replacement trees, shrubs and other plants shall have a plant establishment period of 90 days, at not cost to the City.

7-1.12B(7) LAWS TO BE OBSERVED – The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

7-1.11C FEMALE AND MINORITY GOALS - To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000. The nationwide goal for female utilization is 6.9 percent.

**** For Orange County, the female and minority goal is 11.9%. The contractor will be required, per federal requirements, to submit Form FHWA-1391 yearly to showcase compliance with these minority utilization goals.**

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

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

SECTION 8. PROSECUTION AND PROGRESS

8-1.10A LIQUIDATED DAMAGES – reference the Section preceding Section 1 herein.

8-1.04 PROGRESS SCHEDULE – Prior to the commencement of construction, arrangements will be made for a pre-construction meeting between the Contractor and the ENGINEER. The purpose of this meeting is to organize the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. At this meeting the Contractor will be required to submit, for approval by the ENGINEER, a complete work schedule showing the number of working days required to complete the entire project. Subsequent schedule updates shall be per Section 8-1.04 of the Standard Specifications.

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

8-1.065 WORK DAYS AND WORKING HOURS – The workday shall have a regular starting time of 7:00 a.m. (without lane closure) and shall end at 3:30 p.m. No work shall be allowed prior to the regular starting time or after the 3:30 p.m. time, unless approved by the Engineer.

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

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

Working hours within the intersections shall be limited to 8:30 a.m. and 3:30 p.m. Contractor shall maintain travel lanes and turn lanes as shown on the traffic control plans.

SECTION 9. PAYMENT

9.01A CHANGED CONDITIONS:

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to

the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

9-1.01A PARTIAL PAYMENTS:

The City makes partial payments for the following items:

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

No partial payments or payments will be made for the following:

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

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

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

9-1.01B DAILY REPORT SUBMITTAL – Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

9-1.07 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – The provisions for this Section do not apply to this contract.

9-1.16F RETENTIONS – The City withholds 5% of the progress payment due to the Contractor for work performed and this amount cannot be released until 35 days after project acceptance.

9-1.22 PROMPT PAYMENT:

FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request. In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

9-1.23 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS – Method 3: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract

work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

9-1.24 PROMPT PAY MONITORING AND ENFORCEMENT OF PROGRESS PAYMENTS – In addition to the requirements set forth in Federal Regulation 49CFR 26.29 and Section 7108.5 of the California Business and Professions Code, the City of Costa Mesa shall use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

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

- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
 - 1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
 - 2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

SECTION 13. WATER POLLUTION CONTROL

13-2.01 WATER POLLUTION – In addition to the provisions set forth in herein, the Contractor shall conform to the following, at no cost to the City. The Contractor shall be responsible for any damage to any portion of the work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the work.

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

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

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

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

The Contractor is responsible for the preparation and implementation of a storm water pollution prevention plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including monitoring, sampling, post construction BMPs and other requirements of the SWPPP. The Contractor must prepare the SWPPP using the City template available on the City's website.

If there is no bid item for Water Quality Control, the cost for compliance shall be included in the various items of work.

13-2.02 TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,

(hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 14. ENVIRONMENTAL STEWARDSHIP

14-9.03A DUST CONTROL – All surplus materials shall be removed from the site of the work within three (3) days after completion of the work causing the surplus materials.

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

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

14-11.02B - REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES – When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

Part 2 SPECIAL PROVISIONS

Additions/Modifications to Standard Specifications

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

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

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

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

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work and as specified and as shown on the Drawings and in the contract documents, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.

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

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

Section 2-6 Work to be done

The Adams Avenue and Pinecreek Drive Intersection Project will construct safety improvements on Adams Avenue between approximately 530-feet west of Pinecreek Drive to 465-feet east of Pinecreek Drive. The safety improvements include removal of the existing eastbound Pinecreek right-turn slip lane into a new shared multi-use path.

The project will also provide signing and striping improvements at the Adams Avenue and Pinecreek Drive intersection to accommodate bike lanes along Adams Avenue and implement a two-stage left turn queue box from Pinecreek Drive onto westbound Adams Avenue. The traffic signal will also be modified.

Finally, the project will include modifying existing median curbs, where necessary, to accommodate bike lanes in both direction within project limits and modifying existing curb, gutter and sidewalk to provide ADA -compliant sidewalks within the project limits, and coordinating with Southern California Edison for the construction of street lighting and modifications to the traffic signal.

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

Section 3-3.2.2 (a) Labor Surcharge

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

Section 3-3.2.3 Markup

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

Equipment and Material: 15% Labor: 20%

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

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

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

Section 5-1 Utility Location

Attention is directed to the possibility of utility mains or laterals within the project limits. The Contractor shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The Contractor shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

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

Section 6-1 Construction Schedule and Commencement of Work

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

Section 6-7 - Time of Completion

The contractor shall commence all contract work involving long lead items within fourteen (14) weeks after date of contract and non-long lead items within two (2) weeks after date of contract, and the work shall be diligently prosecuted to completion before the expiration of **NINETY (90) WORKING DAYS**.

The City and Coast Community College District will provide the Contractor with Orange Coast College's event schedule and requirements for access on specific dates and/or timeframes to the College's property on Adams Avenue. The City and Contractor are to coordinate construction activities to minimize impacts to the College's events. Any construction delays caused by the College's events will not be counted against the total number of working days.

Section 6-9 – Liquidated Damages

The Contractor shall pay to the City of Costa Mesa the sum of **\$4,200 per day**, for each and every calendar day delay in finishing the work in excess of the number of calendar days prescribed above, unless an extension is granted by the City in writing.

Section 7-8 – Water Pollution Control

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

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of

less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The Contractor shall submit the completed NOI to the resident engineer for signature and submittal by the City to the Regional Board. Contractor shall also complete the Notice of Termination (NOT) and submit the completed form to the resident engineer for filing by the City with the Regional Board.

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

Storm Water Prevention Plan (SWPPP)

The Contractor is responsible for the preparation and implementation of a storm water pollution prevention plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including monitoring, sampling, post construction BMPs and other requirements of the SWPPP. The Contractor must prepare the SWPPP using the City template available on the City's website. Project post construction BMPs can be obtained from the resident engineer for use in completing the SWPPP.

The completed SWPPP must be signed by a person trained in SWPPP preparation and the training that qualifies them is identified in the SWPPP. The completed SWPPP must be submitted to the resident engineer for City review and approval. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

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

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

Erosion and Sediment Control Plans

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

Section 7-13 Laws to be observed

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

Section 9-1.2.1 Weight Ticket Requirements for Payment

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

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

Section 9-3.3 Delivered Materials

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

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

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

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

Section 9-3.4.1 Hauling Of Materials

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

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

Section 9-3.4.2 Water Supply

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

Section 9-3.4.3 Equipment Requirement

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

Section 300-1.3 Demolition, Removal and Disposal of Materials

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition, removal and disposal of on-site open wooden structure at Fire Station No. 4.
 - 2. Demolition, removal and disposal of existing above-ground piping.
 - 3. Demolition, removal and disposal of existing above-ground utility vaults.

1.2 DEFINITIONS

- A. Remove and Dispose: Detach items from existing on-site and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 INFORMATIONAL SUBMITTALS

- A. Pre-demolition Photographs or Video: Submit photographs of existing conditions in .jpg

format (no more than 1 Mb each) before Work begins.

1.4 CLOSEOUT SUBMITTALS

- A. Landfill Records: If required indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 FIELD CONDITIONS

- A. Owner will occupy portions of structure immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. All vehicles and equipment and material within the area of planned construction.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
 - 2. Protect existing improvements during all phases of construction. Damaged improvements will be repaired or replaced to satisfaction of Owner.

1.7 WARRANTY

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction, including City of Costa Mesa.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped as required before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Facility manager will arrange to shut off indicated services/systems when requested by Contractor. Provide 14 calendar days' notice.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

5. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management."
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Comply with requirements specified in Section 017419 "Construction Waste Management."
- C. Burning: Do not burn demolished materials, burning will not be permitted.
- D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

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

PART 3

TECHNICAL SPECIAL PROVISIONS / BID ITEMS

BID ITEMS

The work embraced herein shall be done in accordance with the latest Edition of the Standard Specifications and the Standard Plans, of the California Department of Transportation (CALTRANS) insofar as the same may apply and these special provisions.

In case of conflict between the CALTRANS 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.

Materials testing and compliance requirements shall be in accordance with the provisions set forth in the State of California, Department of Transportation, Standard Specifications, latest Edition, with its supplements and revisions.

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.

Bid Item No. 1: MOBILIZATION

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

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

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement, restoration and adjustment of existing improvements, and establishing the location and depth of city traffic signal conduit, by potholing as necessary, where significant excavation may occur.

Underground facilities on these plans are for reference only. It is the contractor's responsibility to determine the exact location of potentially conflicting conduit.

The Contractor shall obtain bonds, insurance, and financing for entire project prior to beginning work. The contractor shall develop and submit as-builts as well as provide warranties for all materials installed on the project to the City. As-builts and warranties must be provided and approved in order for final progress payment to be paid.

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

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

PAYMENT - Compensation for the preceding shall be per the unit price bid per lump sum. It shall be considered full compensation for obtaining all business licenses and permits, as required for entire project, from all related agencies including but not limited to utility companies, private and public agencies. The compensation shall include the compliance with the requirements specified in those licenses and permits; and incidentals necessary to perform all related items of work. Payment for mobilization shall be based on the completion percentage of the entire project. No additional compensation will be allowed.

Bid Item No. 3: PREPARE AND IMPLEMENT SWPPP

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this project. This project will require the Contractor to implement Best Management Practices (BMP's).

The Contractor shall submit a Stormwater Pollution Prevention Plan (SWPPP). Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP and the SWPPP shall outline specific BMP's to be used during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary water pollution control measures anticipated for this project include, but are not limited to: covering all storm drain inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC ramp/curb/gutter improvements in the event of rain; properly containing chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all outgoing debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the Work Area and Haul Routes to the satisfaction of the Engineer.

The requirements of all of the following agencies shall be met and maintained and where

there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board
2. Orange County Flood Control District

The Contractor shall confirm that all of the BMP's have been adequately detailed to address the anticipated construction operations. The proposed SWPPP, shall be submitted to the City within five (5) calendar days after the Notice to Proceed. No work will be allowed to begin without a City accepted SWPPP.

PAYMENT - Payment for the preceding shall be at the lump sum price bid for Prepare and Implement SWPPP and shall be considered full compensation for all costs incurred by the Contractor for Preparation and submittal of the Water Pollution Control Plan, Implementing Best Management Practices, and the costs of any required permits. Additional compensation shall not be allowed.

Bid Item Nos. 2, 5, 6:

CLEARING AND GRUBBING

TREE REMOVAL (MEDIUM TO LARGE)

TREE REMOVAL (SMALL)

All removals shall conform to Section 300-1, "Clearing and Grubbing" and Section 300-2, "Unclassified Excavation" of the Standard Specifications and these special provisions and consist of removing and disposing legally off site all material, obstructions and improvements per the Plans.

This work generally includes, but is not limited to: removing trees, their root systems and vegetation (removed trees shall be immediately disposed from the job site by the contractor); removing concrete improvement including curbs, gutters, sidewalks, driveways, bus pads, walls, planters, concrete foundations, utility vaults, catch basins, etc. including backfilling and compacting with suitable materials; removing and adjusting curb drains and parkway drains; removing existing drain pipes and filling abandoned pipes with slurry or other approved methods; and associated work.

Removal and disposal of existing asphalt pavement and all other below ground materials (see "Unclassified Excavation" bid item section) required to construct proposed improvements shall be included in the "Unclassified Excavation" bid item.

Clearing and grubbing shall also include removing trees, water meters, sprinkler heads and irrigation lines, valves, back-flow valves, irrigation boxes and covers, electrical boxes and cover, sewer and drainage cleanouts, utility covers, various private, public signs, mow stripes, rubber edging, and other material encountered during demolition and construction, and properly grading and restoring in-kind the disturbed areas.

Contractor shall completely remove all existing paint markings, gum, oil and other residue on the sidewalks, curb and gutters, ramps and all other locations within the project limits using high power sand blasting equipment, high-pressure water jets, or other method

approved by the Engineer, except for areas subject to removal and reconstruction.

Prior to clearing and grubbing, any traffic and/or street signs that may interfere with construction shall be removed and salvaged to the City yard as directed by Engineer.

Existing PCC locations that are to be joined by new construction shall be sawcut in a straight line and sawcut to adjacent score lines per City Standards, or as marked in the field by the Engineer. Removals shall be no closer than 10' from expansion joints on curb and gutter and 5' on sidewalk. If the removal limits fall closer than said limits the removals shall be extended to the nearest expansion joint.

Excavated and removed materials (including PCC, AC, CMB, CTB, slurry backfill, dirt, ivies, plants, trees, roots, stumps, branches, grass, bricks, fences, woods, etc.) shall be removed from the job site the same day as excavated.

Existing pole foundations shall be removed completely. Work under the "Clearing and Grubbing" bid item shall include the complete removal of four (4) additional buried foundations encountered during construction not specifically identified by the plans or viewable from surface grade.

It is the Contractor's responsibility to verify in the field the items described above before submitting a bid. The Contractor shall exercise due caution when working on this project to avoid any damage to existing improvements not designated for removal. Any damage done by Contractor and/or their equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at the Contractor's expense. No burning will be permitted.

Contractor shall assume that existing PCC improvements to be removed may contain reinforcing and no additional compensation will be allowed if it does.

Footings and foundation shall be included in the cost of all removals.
Contractor shall obtain authorization from Engineer prior to removal of any tree.

PAYMENT – Payment for Clearing and Grubbing shall be per the unit price bid per lump sum. Payment for Remove Tree shall be per the unit price bid per each tree. Payment for Bid Item No additional compensation will be allowed.

Bid Item No. 4: UNCLASSIFIED EXCAVATION

Unclassified excavation shall conform to all Sections 300-1 "Clearing and Grubbing", 300-2, "Unclassified Excavation" and 300-4 "Unclassified Fill" of the Standard Specifications and shall consist of all unclassified excavation required to construct the new roadway section, parkway, and offsite improvements in conformance with the line and grades set forth on the plans.

Unclassified excavation shall include removals of the following materials within the project

limits to the required subgrade depth: asphalt concrete, aggregate base, native material, cement/lime treated material; slurry backfill; abandoned foundations or utilities, and other materials which may be encountered within the project limits and are not included in a separate bid item, such as the concrete removal items.

Unclassified excavation shall include the regarding of slopes at a maximum 4:1 slope, except as noted elsewhere on the plans or these specifications.

Unclassified excavation shall include the removal of concrete spandrels, including sawcut, removal and disposal of existing P.C.C. and excavation.

Excavated and removed materials (including PCC, AC, CMB, CTB, slurry backfill, dirt, ivies, plants, trees, roots, stumps, branches, grass, bricks, fences, woods, etc.) shall be removed from the job site the same day as excavated.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9, "Protection and Restoration of Existing Improvements" of the Standard Specifications at Contractor's expense.

It is the Contractor's responsibility to cover all subsurface exploration as required and submit a complete bid covering the cost for exploration and removals to the grades required.

The Contractor shall protect and support existing improvements not designated to be removed adjoining and adjacent new improvements including walls, fences, brick work, PCC, drainage pipes, structures and other improvements.

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

The Contractor shall contact Transportation Services at (714) 754-5184 two (2) days prior to any excavation work that would damage traffic signal loops, for adjustments to the signal timing.

PAYMENT - Payment for all the preceding shall be at the unit price bid per cubic yard. The Unclassified Excavation bid items are a Final Pay quantity and no additional compensation will be allowed. Payment for any over-excavation shall be per Section 3-3 "Extra Work" as modified by the General Provisions.

Bid Item Nos. 7 and 8:

CONSTRUCT 2" AC Surface Course, "Type C"
CONSTRUCT 3" AC Base Course, "Type B"

Asphalt Concrete Pavement (ACP):

Asphalt concrete pavement materials shall conform to Section 302-5, "Asphalt Concrete" and Section 400-4, "Asphalt Concrete" of the Standard Specifications. The contractor shall be responsible for maintaining the location of and access to all waterline gate valves during construction. AC base course shall be 3" thick and Type III-B2-PG 64-10 (3/4" sieve size). AC surface course shall be 2" thick and Type III-C2-PG 64-10 (1/2" sieve size). AC Curb shall be Type D2-PG 70-10.

Surface Preparation:

Prior to removal or cold milling of pavement, the Contractor shall locate and mark all manholes and valve covers before commencing work. At all locations where, new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall saw-cut existing pavement to provide straight neat lines and transition last twenty (20) feet of new pavement to form a smooth transition with the existing pavement. Adjustment of manholes, valve covers, cleanouts and saw-cutting of asphalt pavement shall be per separate bid items.

Subgrade Preparation

Subgrade shall be scarified, moisture conditioned, and re-compacted per Section 301-1, "Subgrade Preparation" of the Standard Specifications. Relative compaction shall be a minimum of 95% for full depth asphalt and 90% asphalt pavement over base material.

Tack Coat

Tack coat shall be per applied per Section 302-5.4, "Tack Coat" of the Standard Specifications, including the surface of every pavement course.

Distribution and Spreading

Distribution and spreading for ACP shall conform to Section 302-5.5, "Distribution and Spreading" of the Standard Specifications. Distribution and spreading for ARHM shall conform to Section 302-9.3, "Distribution and Spreading" of the Standard Specifications. Contractor shall schedule paving operations to ensure that construction equipment does not drive over new pavement material. At least 24 hours of cure time shall occur between pavement lifts. Pavement shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

Rolling

Rolling for ACP shall conform to Section 302-6, "Rolling" of the Standard Specifications.

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of pavement. A pass shall be a movement of a roller in both directions over the same path. A coverage shall be as many passes as are necessary to cover the entire width

being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage. Each coverage shall be completed before subsequent coverages are started.

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

Finished surface of the new pavement at the edge of gutter shall be flush with the edge of the gutter and bus pad for all conditions.

Temporary asphalt concrete work for traffic control

, maintaining driveway access or other purposes to adequately and safely construct the project and accommodate the adjacent business centers shall be included in the price bid and no additional compensation shall be allowed.

PAYMENT - Payment for Construct AC Pavement shall be per the unit price bid per ton and shall include full compensation for furnishing all labor, materials, tools, equipment, hauling, spreading, compacting, grading, and incidentals for completing all work as required. No additional compensation shall be allowed.

Bid Item No. 9: CONSTRUCT 5" CMB (UNDER AC PAVEMENT)

Untreated base shall be crushed miscellaneous base conforming to 200-2.4, as shown on the Plans or in the Bid. Base material shall not be crushed at the Work site. Base material shall have a fine gradation.

PAYMENT - Payment for Construct 5" CMB shall be per the unit price bid per ton and shall include full compensation for furnishing all labor, materials, tools, equipment, hauling, spreading, compacting, grading, and incidentals for completing all work as required. No additional compensation shall be allowed.

Bid Item No. 10: APPLY TYPE II SLURRY SEAL WITH 2.5% LATEX

The contract bid item for Type II Slurry with 2.5% Latex Rubber shall include all labor, work and materials necessary to construct the slurry complete in place. The work shall include cleaning and sweeping, wet sand blasting existing striping prior to slurry seal, preparation, material, installation, curing, protection, testing, traffic control and all other work necessary to construct the slurry complete in place. The Contractor shall sweep the entire width of all affected streets with a vacuum-type sweeper so that all surfaces are

clean of all loose material and dust. The ingredients of the materials of the Slurry Seal shall conform as specified in Subsection 203-5 "Emulsion-Aggregate Slurry" of the Standard Specifications, except as follows:

Composition and Grading for Slurry Seal:

The grading of the combined aggregate and percentage of emulsified asphalt shall be Type II as required in accordance with the requirements of Subsection 203-5.4.2, "Aggregate" of the Standard Specifications.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing person, a competent driver, a minimum of two (2) squeegee persons and sufficient laborers for any handwork and cleanup.

The slurry seal shall be properly proportioned, mixed and spread evenly over the surface as specified. The cured slurry shall have a homogeneous appearance, fill all surface voids, penetrate cracks, adhere firmly to the surface, and have skid resistant texture.

The Contractor shall sweep the streets immediately prior to application of the slurry. Additional sweeping may be required at no cost to the agency as deemed necessary by the Engineer.

Surface oil and grease shall be removed and sealed with emulsified gilsomite or an equivalent material approved by the Engineer prior to final sweeping and application of the slurry seal.

Prior to application of slurry seal, the Contractor shall remove all existing markings, pavement markers, striping; and remove all grease and oil spots. Removal of paint markings and striping shall be by wet sandblasting method, or other alternate method approved by the Engineer. In some cases, the Contractor may expose a second layer of striping and legends. This second layer shall also be removed by the Contractor. Existing pavement markers shall be removed flush with the existing pavement prior to application of slurry seal.

Prior to commencing work, Contractor shall mark on the curb the location of all utility and manhole covers, and survey monuments and remove these markings after completing the slurry seal work to the satisfaction of the Engineer.

During the slurry seal operations, the Contractor shall place plastic bags or other protective covering over manholes, utility covers, monuments, drainage facilities or other facilities designated by the Engineer and remove said covering after slurry sealing for the day has been completed. All utility covers shall be cleaned to the satisfaction of the Engineer at the end of the workday prior to opening the street for traffic. Blowtorches shall not be used for unsealing utility or manhole covers.

The Contractor shall protect the wet slurry from traffic at all times and if damaged, defaced, or otherwise not sealed properly or completely, the Contractor shall repair said

damage at no additional cost.

All speed tables and speed humps within the roadway surface shall be slurry sealed.

At the direction of the Engineer, the placement of the slurry seal may be suspended due to unsuitable weather, including humidity, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until approved by the Engineer. No adjustment of unit prices shall be allowed due to a suspension of work as described above.

Full compensation for complying with the work contained in this article shall be included in the contract price bid for APPLY Type II Slurry Seal with 2.5% Latex Rubber per extra long ton (ELT), and shall include but not be limited to placing slurry seal; removal of all existing markings, pavement markers, paint striping and Thermoplastic striping; and shall include all labor, materials, tools and appurtenances necessary to complete the work and no additional compensation will be allowed therefore.

Bid Item No. 11: APPLY WEED KILL AND CRACK SEAL PRIOR TO SLURRY SEAL

As directed by the Engineer, the Contractor shall treat cracks containing existing vegetation by cleaning and applying a sprayed herbicide weed killer prior to crack sealing. Weed killer solution shall be removed fourteen (14) days prior to sealing with crack sealant. Clear, grub and remove weeds from these areas after establishing the weed kill to the satisfaction of the Engineer.

AC Pavement Receiving a Slurry Seal Shall First Have All Cracks Cleaned and Sealed as Follows:

All pavement cracks ¼ inch or wider shall be sealed with a hot applied rubberized asphalt sealant. In areas of question, the Engineer shall make the final determination as to which cracks shall be sealed. Crack sealant shall be Crafcoc Polyflex Sealant, Type 2 or 3, or approved equal, applied per manufacturer's instructions. Cracks less than ½" wide shall be cleaned by routing and blowing prior to applying the sealant. Cracks over ½" wide shall be cleaned by blowing operations prior to applying the sealant.

Cracks over 1" wide shall be cleaned by blowing operations, then filled by applying a tack coat and F-type AC mix compacted into place. The filled crack shall be sealed with an additional tack coat.

Care shall be taken to avoid excess sealant being applied to the existing pavement surface. The contractor shall keep traffic off of areas receiving crack sealant until it has cured enough so that it will not be disturbed by traffic. Sealant shall not protrude above the adjacent pavement surface. Cracks shall be sealed at least 7 days prior to slurry sealing.

All cracks and joints containing vegetation shall be sprayed by a licensed applicator, with

an approved herbicide, and removed prior to sealing with a rubberized crack sealant, as directed by the Engineer.

Full compensation conforming to the requirements of weed kill and crack sealant shall be included in the contract price bid per Lump Sum bid fee, and shall include but not be limited to: weed killing activities and all related material and equipment necessary for placement of weed killer; crack sealant activities including cleaning, routing, blowing and application of crack sealant; and all labor, tools, equipment, materials and incidentals required to complete the work described herein. No additional compensation will be allowed.

Bid Item Nos. 12, 13, 14, 15, 16, 17, 18

CONSTRUCT 8" MEDIAN CURB, TYPE "A"

CONSTRUCT 8" PARABOLIC MEDIAN CURB TRANSITION

CONSTRUCT VARIABLE HT RETAINING CURB (8" TO 14") OVER 4" CMB

CONSTRUCT VARIABLE HT RETAINING CURB (0" TO 8") OVER 4" CMB

CONSTRUCT VARIABLE HEIGHT CURB (0" TO 8") OVER 4" CMB

CONSTRUCT 8" CURB AND GUTTER OVER 6" CMB (INCLUDING 2' AC SLOT PAVE)

CONSTRUCT MODIFIED 6" CURB AND GUTTER OVER 6" CMB (INCLUDING 2' AC SLOT PAVE)

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Sections 201, "Concrete, Mortar, and Related Materials", 202-1 "Brick" and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" of the Standard Specifications.

Brick improvements shall be in conformance with Sections 202-1 "Brick" and 303-4, "Masonry Construction" of the Standard Specifications.

Subgrade for concrete improvements shall conform to Section 301-1 "Subgrade Preparation". 6-inches of CMB shall be placed under curbs and curbs & gutter per Subsection 200-2.4 "Crushed Miscellaneous Base" and Section 301-2 "Untreated Base".

Concrete shall be class 560-C-3250. Forms shall be provided for excavating, backfilling and compacting. Forming work shall conform to Section 303-5.2, "Forms" and include any removal, replacement, grading, excavation and saw-cutting necessary for curb and gutter construction.

For curb constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 4:1 maximum from the back of curb to meet existing adjacent surface grades, unless otherwise noted on the plans or specifications. Approximate daylight lines are shown on the plans. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval.

Any existing landscaping or irrigation improvements shall be replaced in kind. The grading behind the curb shall be included in the cost of the retaining curb bid item.

PAYMENT - Payment for Construct 8" Median Curb, Construct 8" Parabolic Median Curb, Construct 6" PCC Curb over 6" CMB, Construct Variable Height Retaining Curb (8" to 14") over 4" CMB, Construct Variable Height Retaining Curb (0" to 8") over 4" CMB, and Construct Variable Height Curb (0" to 8") over 4" CMB, Construct 8" Curb and Gutter over 6" CMB, and Construct 6" Curb and Gutter over 6" CMB shall be per the unit price bid per lineal foot of curb or curb and gutter and shall include sub-grade preparation, CMB, forms, backfilling behind curbs, grading behind curbs, restoring form areas and all other work as required to complete the work. New curb and gutter along bus pads shall be included in this bid item. No other compensation will be allowed.

Bid Item Nos. 19, 20, 21, 22, 23, 24:

CONSTRUCT MEDIAN 4" STAMPED SAND COLORED PCC OVER 4" SAND OVER COMPACTED SUBGRADE

CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB

CONSTRUCT 4" PCC CURB RAMP OVER 4" CMB INCLUDING "FEDERAL YELLOW" TRUNCATED DOMES (CASE A)

CONSTRUCT 4" PCC CURB RAMP OVER 4" CMB INCLUDING "FEDERAL YELLOW" TRUNCATED DOMES (CASE B)

CONSTRUCT MODIFIED 4" PCC RAMP OVER 4" CMB (CASE F)

CONSTRUCT 8" PCC SPANDREL OVER 8" CMB PER CITY OF COSTA MESA STD. 415 (INCLUDE 3' AC SLOT PAVE)

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Sections 201, "Concrete, Mortar, and Related Materials", 302-6 "Portland Cement Concrete Pavement and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" of the Standard Specifications. In addition, stamped and color concrete shall be in conformance with Sections 303-6 "Stamped Concrete" and 303-7 "Colored Concrete" of the Standard Specifications.

Metal hand railings for ramps and staircases shall conform to SPPWC Standard Drawing 606-4, details shown on the project plans and Sections 206-5 "Metal Railings" and 304-2 "Metal Railings"

Detectable warning devices shall be cast-in-place and installed per manufacturer's recommendations. Color shall be "Federal Yellow" (FS 33538 of Federal Standard 595C) as approved by Engineer.

Subgrade for concrete improvements shall conform to Section 301-1 "Subgrade Preparation". 4-inches of CMB shall be placed under sidewalks, ramps, median concrete, and staircases. 6-inches of CMB shall be placed under driveways and offsite concrete pavement. 12-inches of CMB shall be placed under bus turnout. CMB shall be placed per

Sections 200-2.4 "Crushed Miscellaneous Base" and 301-2 "Untreated Base".

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Concrete shall be class 560-C-3250. Once work is started, the Contractor shall perform and complete work at each location within three (3) working days. Sidewalk thickness shall be 4" except at driveway approaches where it shall be 6" and shall be medium broom finished.

Geometrics of new PCC valley gutter shall match existing valley gutter being replaced. New valley gutter shall be doweled into existing.

The Contractor shall saw-cut and remove existing asphalt concrete or existing concrete sidewalk within construction limits where encountered for constructing new sidewalk and this work shall be included in the separate bid items. The remaining asphalt concrete or PCC pavement adjacent to new sidewalk shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade, and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48" 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.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications, City Standard drawings, and Subsection 303-5.4 "Joints" of Standard Specifications. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

PAYMENT - Payment for Construct 4" Stamped Sand Colored PCC Median Over 4" Sand Over Compacted Subgrade and Construct 4" PCC Sidewalk Over 4" CMB, shall be per the unit price bid per square foot of improvement constructed. Payment for Construct 4" PCC Curb Ramp over 4" CMB including truncated domes (Case A), Construct 4" PCC Curb Ramp over 4" CMB including truncated domes (Case B), and Construct Modified 4" Curb Ramp over 4" CMB including truncated domes (Case F) shall be per the unit price

bid per each unit of improvement constructed. Unit prices shall include excavation, sub-grade preparation, CMB, forms, metal hand railings restoring form areas, temporary AC pavement, and all other work as required to complete the work. All proposed curb at curb returns within the BCR to ECR will be part of the curb ramp quantity. All proposed curb and gutter for curb ramps at curb returns within the BCR to ECR will be part of the curb ramp quantity. All proposed concrete built behind the curb ramp from BCR to BCR will be part of the curb ramp quantity. If retaining curb is present at the back of sidewalk, all concrete falling within the limits of said retaining curb shall be assumed to be part of the curb ramp quantity even if it extends past the BCR and ECR. Payment for Construct 8" PCC Spandrel Over 8" CMB shall be per the unit price per Square Foot (SF) and shall include subgrade preparation, Crushed Miscellaneous Base, forms, steel reinforcement, steel plates, and all labor, materials, equipment and incidentals as required to complete the work. No additional compensation will be allowed.

Bid Item Nos. 25, 26, 27, 28, 29, 39:

INSTALL 2"X8" REDWOOD HEADER

REGRADE EXISTING LANDSCAPE AREA. ADJUST IMPACTED IRRIGATION AND APPURTANCES

FILL AND GRADE WITH NATIVE SOIL. COMPACT TO 95% COMPACTION AND FURNISH AND INSTALL 3" ORGANIC MULCH; ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS

MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK

ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO MATCH EXISTING AND TO ENSURE HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING ONTO THE STREET.

RELOCATE EXISTING IRRIGATION CONTROL VALVES

Landscaping and irrigation improvements shall conform to Sections 800 "Landscaping and Irrigation Materials" and 801 "Landscaping and Irrigation Installation" of the Standard Specifications as modified per these specifications. Landscaping and irrigation materials shall per the landscaping and irrigation plans and Special provisions. Existing irrigation materials may be salvaged and reused with approval by Engineer. Damaged irrigation materials shall be replaced.

The Contractor shall comply and conform with the irrigation hardware standards of the City of Costa Mesa's Maintenance Services Division, as follows:

Mainlines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)

2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Lateral Lines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)

2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Irrigation Controller Specifications:

SiteOne (714-285-9092) – Rain Master Eagle Plus Irrigation Controllers. Verify specifications with District Sales Manager, prior to purchasing). All enclosures to be top entry. Inspection and certification are required after installation. Please contact John Ross – District Sales Manager. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Backflow Prevention Devices:

Febco 825Yor 825YA (size dependent upon the needs of the project)

Backflow Enclosure:

All Spec – Hinged (size and type dependent upon the needs of the project)

Ball Valves:

Nibco – T-580 (bronze – size dependent upon site location)

Gate Valves:

Nibco – T113IRR – K – 200 PSI CWP (Bronze Cross – size dependent upon site location)

Electric Remote Control Valves:

Rain Bird EFB-CP (size dependent upon site location)

Quick Coupler Valves:

Rain Bird 33-DLRC & 44-LRC (size dependent upon the site location) - Potable Rain Bird 33-DNP & 44-NP (size dependent upon the site location) – Non Potable

Pop Up Spray Heads:

Rain Bird 1800 SAM-PRS – Bottom Inlet Only (sizes dependent upon the site location) with 1800 PCS compensating screens. Spray Heads are to be specified reclaimed for non-potable projects.

Pop Up Spray Nozzles:

MPR nozzles, U-nozzles, VAN nozzles, HE-VAN nozzles, Rotary nozzles, and R-VAN nozzles are acceptable nozzles dependent upon the configuration of the irrigation spray heads.

Stream Bubblers:

Rain Bird – Body Assembly – Bottom Inlet Only. 1800 Series (sizes dependent upon the site location).

Rain Bird – PA-80 (plastic adapter) for potable or PA-8S-NP (plastic adapter) for non-potable.

Rain Bird – 1400 Series – Pressure Compensating Full-Circle Bubblers. Rain Bird – 1800 PCS – Pressure Compensating Screens

Rain Bird – XPCN Series Nozzles (Low Volume Spray Nozzles)

Drip Irrigation Systems:

All drip irrigation and components to be Rain Bird Products. All drip shall be sub- surface; and include a Drip System Operation Indicator with appropriate color cap for each station.

Rotors:

Hunter PGP Ultra (sizes and nozzles dependent upon the site location) Hunter I-20 Series (sizes and nozzles dependent upon the site location) Hunter I-25 Series (sizes and nozzles dependent upon the site location) Hunter I-40 Series (sizes and nozzles dependent upon the site location) Hunter I-90 Series (sizes and nozzles dependent upon the site location) Rain Bird 3500 Series (sizes and nozzles dependent upon the site location) Rain Bird 5000 Series (sizes and nozzles dependent upon the site location) Rain Bird 6504 Series (sizes and nozzles dependent upon the site location) Rain Bird 8005 Series (sizes and nozzles dependent upon the site location) Rotors are to be specified reclaimed in non-potable projects.

Valve Boxes:

NDS Pro Potable – with lockable lid (sizes and variations dependent upon the site location)

NDS Pro Non-Potable – with lockable lid (sizes and variations dependent upon the site location)

Wire Connectors:

3M – DBR/Y-6

Master Valves: Netafim 36HM

- Size dependent upon site location
- ER Digital Register
- Volume in US Gallons
- Flow Rate at GPM
- Output
 - Drip Irrigation Systems – 1 gallon per pulse
 - All Other Irrigation Systems – 10 gallons per pulse
- Control Option – Manual Electric

PAYMENT - Payment for Install 2”X8” Redwood Header and Modify Irrigation as Necessary to Ensure Proper Head to Head Coverage of Irrigation While Avoiding Spraying the Sidewalk shall be paid at the unit price bid per linear foot. Relocate Existing Irrigation Control Valves shall be at the unit bid price per each item. Payment for Regrade Existing Landscape Area, Adjust Impacted Irrigation and Appurtenances; and Fill and Grade with Native Soil, Compact to 95% Relative Compaction, Match Adjacent Elevations, Furnish and install 3” Organic Mulch, Adjust and Replace or Modify Irrigation and Appurtenances As Needed to Ensure Head to Head Coverage in All Areas shall be paid at a lump sum bid price. Adjust, Replace or Modify Irrigation and Appurtenances As Needed to Match Existing and to Ensure Head to Head Coverage of Irrigation While Avoiding Spraying Onto the Street shall be paid at a lump sum bid price. Payment for all of these items include supplying all labor, materials, equipment and incidentals to

complete the work per plans and specifications and no additional compensation shall be allowed.

Bid Item Nos. 30, 31, 32, 33, 34, 35, 36, 40:

CONSTRUCT CURB OPENING CATCH BASIN PER SPPWC STD. PLAN NO. 300-3 (W=21")

CONSTRUCT CURB OPENING CATCH BASIN PER SPPWC STD. PLAN NO. 300-3 (W=14")

INSTALL INLET (TYPE V) PER OCPW ST. PLAN 1305

CONSTRUCT LOCAL DEPRESSION

CONSTRUCT CONCRETE COLLAR FOR RCB PER SPPWC STD. PLAN 380-4

CONSTRUCT JUNCTION STRUCTURE-PIPE TO PIPE PER SPPWC STD. PLAN 331-3

FURNISH AND INSTALL 18" RCP, D-1500

REMOVE EXISTING CATCH BASIN STRUCTURE AND PROTECT EXISTING CONNECTOR PIPE IN PLACE. FILL AND COMPACT REMOVAL WITH NATIVE SOIL

Concrete Structures shall be constructed in accordance with Section 303-1 of the Standard Specifications for Public Works Construction and these Special Provisions. Concrete shall conform to Section 201 of the Standard Specifications. Class 560-C- 3250 concrete shall be used for all structures as specified in Section 201-1 of the Standard Specifications, unless otherwise specified or noted on the plans.

All concrete structures shall be placed on firm and damp subgrade. If, in the opinion of the Engineer, the existing subgrade is wet, contaminated or contains unsuitable material due to no fault of the Contractor, the Contractor shall over excavate to a depth of one foot maximum and place crushed miscellaneous base as directed by the Engineer. Bedding material shall be used to backfill six inches (6") from the bottom and around the concrete structures.

Subgrade for local depressions shall conform to Section 301-1 "Subgrade Preparation". 6-inches of CMB shall be placed under local depression per Sections 200-2.4 "Crushed Miscellaneous Base" and 301-2 "Untreated Base".

If, in the opinion of the Engineer, dewatering of the excavation by use of well points, wells and pumping is necessary, the required work will be paid for as Extra Work per Section 3-3 of the Standard Specifications. No additional compensation for delay shall be allowed.

The Contractor's attention is directed to Section 7-10.4 Safety, of the Standard Specifications.

Testing:

Testing of the concrete shall be done in accordance with Section 201-1.1.4 of the Standard Specifications. Any testing results that do not meet the requirements shall result

in the structure being rejected by the City and reconstructed by the Contractor at no cost to the City. No additional compensation shall be allowed.

Reinforcing Steel:

Reinforcing steel for reinforced concrete structures shall be grade 60 Billet-Steel. Cleaning, bending, placing and spacing of reinforcement shall conform to the applicable provisions of Section 52 of the State Standard Specifications and the drawings. The Contractor shall furnish a "Certificate of Compliance" with the specifications of ASTM Designation: A-615, All splices shall conform to the requirements of A.C.I. Manual, Standard 318-89. Splices requested by the Contractor for his convenience shall be subject to approval by the Engineer.

Steel plating shall conform to Section 207-12 of the Standard Specifications. Plate shall be cut to squarely fit on the walls of the existing catch basin structure and sit flush covering the opening in its entirety. Wobbling, shifting or movement of the steel plate is prohibited.

Structure Backfill:

Structural Backfill shall conform to Section 300-4.1 through 300-4.8 of the Standard Specifications.

Manhole and Junction Structures:

Contractor shall install galvanized manhole frame and cover in accordance with Orange County Standard Drawing 312-2-OC. The manhole rings are required and shall conform to ASTM Designation: C-478, and the drawings. The rings shall be laid up, using Type II cement with a 1:2 mix mortar and with ½ inch minimum thickness pointed joints. On completion, vertical wall section shall not be out of plumb by more than ½ inch in 10 feet of vertical height. The manhole rings shall also be accurately aligned. The cast iron manhole frame and cover shall be installed with frame accurately set to finished grade of pavement, in mortar well tamped around the perimeter of frame to ensure full bearing. The

Manhole frames and covers shall conform to ASTM Designation: A-45, Class 30. The castings shall be free from cracks, blowholes, or other imperfections, and shall be straight, true to pattern and have a uniform finish. The castings for manholes in streets shall be thoroughly cleaned and coated with asphalt paint of approved composition, all other castings for frames and covers shall be cleaned and galvanized. The cover shall fit firmly into the frame without rocking, with the frame accurately placed so that cover is flush with finish paving. The manhole cover shall bear the letter "D" per detail shown on the L.A.C.F.C.D. Standard Drawing No. 2-D197. No additional compensation will be allowed.

PAYMENT – Payment for Construct Local Depression shall be at the unit bid price bid per square foot and shall include construction of local depression, furnishing and placing CMB below local depression, temporary AC pavement, replacement of any damaged adjacent driveways, and other work as required to complete the work. Payment for Furnish and Install 18" RCP, D-1500 shall be at the unit price bid per linear foot. No additional compensation shall be allowed.

Payment for Install Inlet (Type V) per OCPW Std. Plan 1305, Construct Curb Opening Catch Basin (W=21"), Construct Curb Opening Catch Basin (W=14"), Construct Concrete Collar for RCP per SPPWC Std. Plan 380-4, Construct Junction Structure - Pipe to Pipe per SPPWC Std. Plan 331-3, Furnish and Install 18: RCP, D-1500, and Remove Existing Catch Basin and Protect Existing Connector Pipe in Place and Fill and Compact with Native Soil shall be at the unit bid price per each. Construction of catch basin shall include the complete construction of catch basins and drain inlets, including concrete, grates, reinforcing steel, manhole frames, lid and rings, curb/gutter, local depressions, unclassified excavation, structure backfill, necessary frames, forms and shoring, protection of all utilities, miscellaneous steel, and tools, equipment and incidentals required to complete the structure in conformance with the plans and specifications. No additional compensation will be allowed.

Bid Item No. 37: RESET SURVEY MONUMENT

Resetting of survey monuments shall be executed in accordance with Section 309 (page 456) of the Standard Specifications for Public Works Construction 2018 Edition. The Contractor is responsible for locating and tying existing survey monuments and centerline points prior to construction, reestablishing such monuments or points after construction, and filing Corner Records (Pre-construction and Post-construction) with the County Surveyor before the project may be considered for acceptance by the agency.

PAYMENT - Payment for Reset Survey Monument shall be at the unit bid price per each item and include supplying all labor, materials, equipment and incidentals to complete the work per plans and specifications and no additional compensation shall be allowed.

Bid Item 38: RELOCATE EXISTING BUS BENCH AND DEBRIS RECEPTACLE

The Contractor is responsible for relocating the existing bus bench and debris receptacle in accordance with OCTA standards.

PAYMENT - Payment for Relocate Existing Bus Bench and Debris Receptacle shall be at the unit bid price per each and include supplying all labor, materials, equipment and incidentals to complete the work per plans and specifications and no additional compensation shall be allowed.

Bid Item 41: SIGNING AND STRIPING

General

All pavement markers and delineators shall be in accordance with Section 81 "Miscellaneous Traffic Control Devices" of the latest edition of the 2023 Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 "Markings" of the latest edition of the 2023 Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions, and

comply with the 2023 Caltrans Standard Plans, and the latest edition of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

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

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

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-2 Delineators

81-2.01 General

81-2.01C Submittals

[Add the following:].

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

81-2.02 Materials

81-2.02A General

[Add the following:].

The delineators shall be flexible 36" tall white high speed high performance tubular delineator (2" diameter) with welded capped top and black colored bases. Each delineator shall be equipped with two 3" bands of flexible retroreflective sheeting and each base shall be equipped with two reflectors, one facing each direction of travel.

81-2.03 Construction

[Replace entire section with the following:].

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

81-3 Pavement Markers

81-3.02 Materials

81-3.02A General

[Add the following:].

Blue "Fire Hydrant" Raised Pavement Markers

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

1. Two-way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.

2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.

3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

81-3.04 Payment

[Add the following:].

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

81-8 Existing Pavement Markers and Delineators

81-8.03 Construction

81-8.03B Remove Pavement Markers

[Add the following:].

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

the contractor.

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

81-8.04 Payment

[Add the following:].

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

82 SIGNS AND MARKERS

82-2 Sign Panels

82-2.02 Materials

82-2.02A General

[Add the following:].

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

[Add the following section:].

82-2.03C Remove and Salvage Sign and Sign Post

Sign panels and sign posts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the City's corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627. Prior to delivery, please call Juan Santos at 714-697-5545.

82-2.04 Payment

[Replace section with the following:].

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

82-3 Roadside Signs

82-3.02A General

[Add the following:].

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

Unless otherwise noted on the plans, all new or relocated signs shall be installed on 2" square perforated steel posts with breakaway connections. Signs shall follow the CA MUTCD regarding clearances from the bottom of the lowest sign to the finished surface.

82-3.02B Metal Posts

[Add the following:].

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

82-3.03 Construction

82-3.02A General

[Add the following:].

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

Anchor shall not extend beyond 2" from top of adjacent finished grade where installed and shall conform to OC Public Works Standard Plan 1417 for sign post installation.

82-3.04 Payment

[Replace the entire section with the following:].

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

82-9 Existing Roadside Signs and Markers

82-9.04 Payment

[Replace the entire section with the following:].

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

84 MARKINGS

84-1 General

84-1.01 General

[Add the following:].

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

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

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

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

Unless otherwise noted, all traffic stripes shall be 6 inch width minimum and shall comply with the most recent Caltrans Standard Plans.

84-2 Traffic Stripes and Pavement Markings

84-2.02 Materials

84-2.02A General

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

84-2.02C Thermoplastic

[Replace entire section with the following:].

Thermoplastic must comply with State Specification PTH-02ALKYD.

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

Thermoplastic shall be Alkyd Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The thermoplastic shall be mixed with glass beads and shall, upon cooling, be reflectorized with additional glass beads and shall be allowed to completely cool to prevent deformation by traffic.

Preformed Green Colored Thermoplastic

All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko Premark Anti-Skid. Preformed green thermoplastic shall be non-slip, non-skid and retroflective. Contractor shall turn in submittal sheets to Engineer for approval prior to ordering. Preformed green thermoplastic shall be installed by strictly following manufacturer's specifications. Preformed Green Thermoplastic shall not be installed on concrete unless approved by the Engineer.

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

84-2.02G Paint

[Add the following:].

Waterborne traffic paint shall adhere to State Specification PTWB-01R2 (June 2022)

84-2.03 Construction

84-2.03A General

[Add the following:].

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

application of the thermoplastic pavement markings, and prime sealer.

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable). Solid and dashed bike lane striping as well as bike lane buffers and crosshatch markings in those buffers, shall be cat-tracked as to be able to see the beginning and ends of the transitions of all detail 39 and Detail 39A striping as well as the locations of all crosshatch markings. The bike lane and bike buffer shall be cat-tracked in such a way as to be able to see the continuous facility. If the bicycle lanes and buffer are not cat-tracked to the satisfaction of the Engineer, the Contractor shall re-do the cat-tracking until the Engineer is satisfied and the Engineer will not review the cat-tracking otherwise.

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

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint or thermoplastic (hot-applied or preformed) is thoroughly dry.

Green preformed pavement markings adjacent to crosswalks shall be installed as to avoid tire tracking of vehicles crossing the intersection and wearing out the markings.

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

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

Thermoplastic, preformed or hot applied, shall not be installed on concrete unless approved by the Engineer.

Unless otherwise specified on the plans, all traffic stripes (single, double, or pairs) shall be 6" minimum width and comply with latest edition of Caltrans Standard Plans.

Pavement Marking Guarantee

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

84-2.03C Application of Traffic Stripes and Pavement Markings

84-2.03C(1) General

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and shall install thermoplastic (hot-applied or preformed) markings no sooner than seven (7) calendar days following the application of new slurry/ACSC or fourteen days (14) if installed during Summer (if applicable). Green preformed thermoplastic markings shall be installed no sooner than twenty one (21) days following application of new slurry/ACSC (if applicable).

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

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

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

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

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

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

84-2.03B(2) Thermoplastic

84-2.03B(2)(a) General

[Remove the following:].

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

[Add the following:].

Apply thermoplastic by extrusion methods or using preformed markings according to the plans, these special provisions, and per direction of Engineer. **Thermoplastic shall not be installed when the temperature of the pavement is less than 50 degrees Fahrenheit to prevent weak bonding.** The contractor may preheat the surface of the asphalt to above 50 degrees Fahrenheit if approved by Engineer.

Prior to installing the thermoplastic on concrete, the Contractor shall use concrete binder and prepare concrete surface for binder to facilitate proper adhesion of thermoplastic onto concrete.

All pavement marking arrows and words shall be thermoplastic unless otherwise noted on the plans or directed and approved by the Engineer.

All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall be thermoplastic.

Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt or on concrete shall be installed per manufacturer's specifications. If using a radiant heater and if the corundum sinks below manufacturer's specifications, additional hand casted corundum shall be added to the surface before the preform thermoplastic cools. If installed on concrete, contractor shall perform a porosity test to determine if the concrete has proper porosity. If the concrete fails the porosity test, the portion of the concrete where the green preformed markings will be installed shall be water blasted, allowed to thoroughly dry and then the contractor shall install concrete binder per manufacturer's specifications to facilitate proper adhesion to concrete.

Newly placed thermoplastic pavement markings shall be protected from damage by public traffic or other causes until the thermoplastic (hot-applied or preformed) is thoroughly cool and dry. Thermoplastic that is deformed, marked, or damaged by traffic due to improper installation or because the thermoplastic was not allowed to cool will be removed and reinstalled at the expense of the contractor and to no additional cost for the City.

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

84-2.03B(6) Paint

[Remove the following:].

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

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

[Add the following:].

Apply painted traffic stripes and/or pavement markings in 2 coats on all existing and new pavement surfaces, each coat at an approximate rate of 107 sq ft/gal. The 2nd coat of paint shall be applied no earlier than 3 days after application of the first coat, unless otherwise approved by Engineer.

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

All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall not be paint and shall be thermoplastic.

84-2.04 PAYMENT

[Remove the following:].

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

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

[Add the following:].

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

Dashed traffic stripes for purposes such as centerlines and lane lines shall be measured as a single line from the beginning to the end of the extents of the stripe

inclusive of gaps, and shall not be measured as total length of all dashed stripes.

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

84-9 EXISTING MARKINGS

84-9.03B Remove Traffic Stripes and Pavement Markings

[Replace in its entirety with the following:].

All striping and pavement markings must be removed to the fullest extent possible from the pavement by wet sandblasting with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations without damaging the pavement and subgrade.

All pavement markers to be removed shall be removed without damaging the pavement and without removing pavement to a depth of more than 1/8 inch. Remove pavement markings such that the old message cannot be identified. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement when striping and markings are removed on new pavement per discretion of Engineer.

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

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

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

84-9.04 PAYMENT

[Replace in its entirety with the following:].

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

PAYMENT - Payment for "Bid Item 38: Signing and Striping" shall be per Lump Sum and shall include full compensation for removal of existing striping, legends, and markings; furnishing all material, services, labor and equipment as necessary to perform all the work involved in these special provisions, the specifications, and in the plans. No additional compensation will be allowed.

Bid Item 42: TRAFFIC SIGNAL MODIFICATION, INTERCONNECT AND FULL FUNCTIONALITY WITH THE CITY'S TRAFFIC MANAGEMENT CENTER

The following additions are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these additions, these additions shall have precedence. Provisions of Sections 12, 56, 84, 86 and 87 of the Standard Specifications and Standard Plans (2023), and any applicable errata (or Revised Standard Plans) of the State of California, Department of Transportation shall apply to all construction materials, methods, and payment for traffic signal and lighting work, except as stated herein.

4 SCOPE OF WORK

4-1.03 Work Description

[Add the following:].

The scope of work in consists of traffic signal modification work consisting of removing signal poles, installing new traffic signal poles, new signal heads, relocation of the existing traffic signal cabinet, new pull boxes and conduit, complete rewiring of the intersection, completing all necessary traffic signal interconnect work at the intersection of Adams Avenue and Pinecreek Drive required to reestablish communications between the traffic signal and the City of Costa Mesa Traffic Management Center (TMC) caused by relocation of the signal cabinet.

6 CONTROL OF MATERIALS

6-2 Quality Assurance

6-2.03 Department Acceptance

6-2.03B Job Site Inspection and Testing

[Add the following:].

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

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

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

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

8 PROSECUTION AND PROGRESS

8-1.02 Schedule

8-1.02A General

[Add the following:].

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

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

The Contractor shall attend a pre-construction meeting within one (1) week following contract award. No actual project working days shall be charged for

these activities. The Contractor shall notify the City in writing of the start date of actual field construction.

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

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

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

56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

56-3 Standards, Poles, Pedestals, And Posts

56-3.01C(2) Foundations

56-3.01C(2)(a) General

[Add the following:].

Portland Cement Concrete (PCC) shall conform to Section 90-2, "Minor Concrete" of the Standard Specifications and shall contain not less than 564 pounds of cement per cubic yard. Foundation concrete shall be vibrated to eliminate air pockets. Anchor bolts and cages shall be furnished and installed by the Contractor conforming to Caltrans standards. The contractor shall verify the bolt pattern of each pole prior to foundation installation.

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

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

56-3.02A General

[Add the following:].

Contractor shall furnish and install poles, nuts, bolts, washers, cages, and other hardware as required conforming to Caltrans standards, at no additional contract

expense. Poles and hardware shall be tested and certified per Caltrans testing procedures. Copies of the inspection request form and certifications given to the Engineer. Sign mounting hardware shall be Detail "U" of the Standard Plans ES-7N.

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

Prior to ordering poles the Contractor shall conduct the following:

1. Examine the Project Plans and proposed excavation site(s), and contact Underground Service Alert (USA) to verify the existence and location of any potentially affected underground facilities.
2. Perform necessary potholing per City of Costa Mesa minimum requirements, including full width and 6-foot depth at proposed signal pole locations. It shall be the responsibility and liability of the Contractor to determine the existence or non-existence of such utilities and to protect them from damage at all times in conjunction with the location of pole installations.
3. Restore potholing locations and provide documentation of full restoration and good condition of repair. If any potholes backfilled and restored by the Contractor begin to settle, the Contractor will be responsible to repair them at their expense for a year from the date the potholing was completed.

DIVISION X ELECTRICAL WORK

86 GENERAL (DIVISION X ELECTRICAL WORK)

All electrical equipment, materials, and work shall be in accordance with Section 86 "Electrical Work" and Section 87 "Electrical Systems" of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions.

The Contractor shall furnish all material, services, labor and equipment necessary for the required work.

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

86-1.02 Materials

86-1.02B Conduit and Accessories

86-1.02B(1) General

[Add the following:].

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

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

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

86-1.02C Pull Boxes

86-1.02C(1) General

[Remove section from lines 6 to 23].

[Add the following:].

Pull boxes shall conform to the provisions in the State Standard Specifications and these special provisions and comply with UL and NEMA standards. **New pull boxes shall be Christy N-series composite and lids shall be lightweight fiber material, "Fiberlyte". Pull box lids for fiber optic pull boxes shall be bolt-down anti-vandal type. Contractor to furnish tool for unlocking and removing pull box covers.**

All pull boxes shall be factory-made standard size No.6 pull boxes unless otherwise noted on the plans or directed by the Engineer. Home run pull boxes or pull boxes containing fiber splice enclosures shall be size No. 6 with extension (#6E) unless otherwise noted on the plans or directed by the Engineer. The cover marking for each pull box shall read "TRAFFIC SIGNAL" for traffic signal pull boxes and interconnect/communications pull boxes, and "LIGHTING" for lighting pull boxes, **Pull boxes containing fiber optic cables shall be provided with locking mechanisms as specified in the State Standard Plans and shall be**

gray in color.

A pull box cover must have a marking on the top that is:

1. Clearly defined
2. Uniform in depth
3. Parallel to the longer side
4. From 1 to 3 inches in height

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

86-1.02C(2) Nontraffic Pull Boxes

[Add the following:].

The nontraffic pull box shall be a type N series pull box and the pull box lid shall be fiberlyte material. Pull boxes and covers shall be gray.

86-1.02F Conductors and Cables

86-1.02F(1) General

[Add the following:].

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

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans.

Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC.

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

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

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

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

[Add the following:].

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

86-1.02K Luminaires

86-1.02K(1) General

[Add the following:].

Luminaire heads shall be LED-type. All luminaire heads shall be equipped with utility wattage labels. LED Luminaires shall be Leotek GCL G-series "legacy" or GCM J-Series luminaire heads, model number GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC or City approved equal. The luminaire heads shall be 250W HPS equivalent or greater.

86-1.02M Photoelectric Controls

[Add the following:].

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

86-1.02P Enclosures

86-1.02P(2) Service Equipment Enclosures

[Add the following:].

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

The contractor shall relocate the existing Type II-B service cabinet on the existing traffic signal cabinet. The Contractor shall furnish all work and materials required to provide the intended service and coordinate work with the Edison Company well in advance of this work. The Contractor shall pay all electrical service connection and design fees.

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

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

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

86-1.02Q Cabinets

86-1.02Q(3) Controller Cabinets

[Replace the entire section with the following:].

1. Controller/Cabinet Assembly

Contractor shall relocate the existing TS2 Type 2 P-44 Cabinet Assembly onto a new foundation.

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

86-1.02R Signal Heads

[Add the following:]

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

Signal backplates shall be equipped with retroreflective bordered backplates around the entire border of the backplates. Contractor to turn in submittal sheets to Engineer for various signal configurations for approval prior to ordering.

86-1.02R(4) Signal Faces

[Add the following:].

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

86-1.02T Accessible Pedestrian Signals

[Add the following:].

~~When an Accessible Pedestrian Signal (APS) system is required, the Contractor shall furnish and install a Polara APS system. The APS system shall include Polara Push Button Station, Central Control Unit (CCU2EN) and E-Configurator and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans. All Accessible Pedestrian Signals shall have a 10' minimum physical separation between them per California MUTCD requirements.~~

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

~~For APS push buttons, the push button sign shall be an R10-3e (9"x15") sign with back plate attachment.~~

86-1.02U Push Button Assemblies

[Add the following:].

Pedestrian push button assemblies shall be the Polara Bull Dog with confirmation light and anti-vandal.

The push button shall be 40" high from the finished pedestrian landing surface. Face-plate screws shall be stainless steel tamper resistant. The contractor shall

submit the PPB manufacture's specifications and warranty to the Engineer.

Push button housing shall be the yellow or black (per Engineer approval) and consist of the ADA push button and an attached R10-3 sign with back plate attachment. The sign shall be attached and securely supported by the framework, and not extend beyond the framework.

Signs for bicycle push button shall be R10-26.

87 ELECTRICAL SYSTEMS

87-1 General

87-1.03 Construction

87-1.03B Conduit Installation

87-1.03B(1) General

[Add the following:].

Existing reused conduit shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

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

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

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

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

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

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

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

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

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

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

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

87-1.03C Installation of Pull Boxes

87-1.03C(1) General

[Add the following:].

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

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

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

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

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

Pull box Adjustments - The contractor shall adjust existing pull boxes where inadequate clearance is provided to accommodate the proposed cable and

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

87-1.03R Signal Heads

87-1.03R(1) General

[Add the following:].

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

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

87-1.03V Detectors

[Replace with the following:].

87-1.03V(4) Video Detection

Video detection system shall be Iteris Vantage Vector Hybrid Video/Radar Detection System with all required appurtenances and monitor and mouse set-up in the traffic signal cabinet. Contractor shall schedule turn-on support for VDS system to set up video detection zones for stop bar detection of vehicles and cyclists and radar advance detection zones.

87-4 Signal and Lighting Systems

87-4.02 Materials

[Add the following section:].

87-4.02C Internally Illuminated Street Name Signs

[Add the following].

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

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

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

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

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

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

No splicing is allowed within the fixture.

One the proposed new IISNS installations, located on signal pole at the south/southeast corner of the intersection, shall be mounted on 8' straight mast arm that clamps onto the signal pole, as indicated on the plan.

[Add the following section 88:].

88 MISCELLANEOUS TRAFFIC SIGNAL SYSTEMS

88-1 Emergency Vehicle Preemption

88-1.01 General

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

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

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

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

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

The multimode phase selector shall be capable of receiving data encoded signals from either or both infrared and GPS radio detection equipment and combine the detection signals into a single set of tracked vehicles requesting priority activation. The multimode phase selector will process the vehicle information to ensure that the vehicle is (1) in a predefined approach corridor, (2)

heading toward the intersection, (3) requesting priority, and (4) within user-settable range. The multimode phase selector shall treat the combined, single set of tracked calls with first come first served priority methodology within a given priority level. GPS radio distance/ETA shall be first come first served methodology based on time of detection as each equipped vehicle reaches its programmed threshold.

When these conditions are met, the phase selector shall generate a priority control request to the traffic controller for the approaching priority vehicle. If the approaching vehicle has an active turn signal, the approach intersection shall relay the priority request to the next nearest in-range intersection in the direction of the approaching vehicle's turn signal. The output of the phase selector may also be varied depending on the state of the approaching vehicle's turn signal. To ensure priority control system integrity, operation and compatibility, all components shall be from the same manufacturer. The system shall offer compatibility with most signal controllers, e.g. NEMA (National Electrical Manufacturers Association), 170. The system can be interfaced with most globally available controllers using the controller's preemption inputs. RS-232, USB and Ethernet interfaces shall be provided to allow management by on-site interface software and central software.

Matched Components

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

1. Opticom GPS Components
 - a. *Vehicle/Intersection radio/GPS module, Radio/GPS Antenna with factory terminated SMA connectors, and vehicle control unit.* The radio/GPS module shall obtain the vehicle position, speed and heading information and transmit this information only when within range of a GPS intersection. The vehicle control unit shall communicate with the radio/GPS module and provide the interface to the vehicle in order to monitor the vehicle's turn signal status, provide activation and disable inputs as well as regulate the vehicle power provided to the radio/GPS module.
 - b. *Intersection Radio/GPS Module.* The intersection radio/GPS module shall transmit a beacon every second and receive the data transmitted by the vehicle equipment and relay this information to the phase selector as well as other system-equipped intersections. It shall also obtain position information from the GPS satellites.
 - c. *Radio/GPS Cable.* The radio/GPS cable shall carry the data received from the intersection radio/GPS unit to the phase selector. It shall also carry the power for the radio and GPS components provided by the phase selector. The same cable shall be used to carry the data between the vehicle radio/GPS unit and the vehicle control unit. The cable used to connect the radio/GPS unit to the phase selector shall be

a shielded 10 conductor data cable; the use of coax cable is not permitted.

2. Opticom System Multimode Components
 - a. *Multimode Phase Selector*. The multimode phase selector shall recognize inputs from both infrared and GPS/radio activation methods at the intersection and supplies coordinated inputs to the controller. The multimode phase selector shall process the data in order to validate that all parameters required for granting a priority request are met. It shall be located within the controller cabinet at the intersection. It shall request the controller to provide priority to a valid priority vehicle by connecting its outputs to the traffic controller's preemption inputs.
 - b. *Card Rack*. The card rack shall provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.

Multimode Phase Selector

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

shall include the following points of information about the priority call:

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

Signal Interconnect

All Traffic Signal Interconnect work and materials shall comply with Section 87 "Electrical Systems" of the 2023 CSP and RSP, notably Section 87-18 "Interconnection Conduit and Cable" and Section 87-19 "Fiber Optic Cable Systems". The Contractor shall furnish all material, services, labor and equipment necessary to reestablish signal interconnection between the signal at Adams Avenue and Pinecreek Drive and existing signals, after relocation of the signal cabinet and to reestablish communication between the traffic signal at Adams Avenue and Pinecreek Drive and the City of Costa Mesa Traffic Management Center (TMC). The City only permits splicing of fiber at intersections using splice enclosures in a 6E pull box.

PAYMENT – Payment for Compensation for "Bid Item 39: Traffic Signal Modification, Interconnect and Full Functionality with the City's Traffic Management Center" shall be per the Lump Sum bid fee and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, appurtenances, tools, equipment and incidentals, potholing of all new traffic signal pole foundations, and for doing all work involved as specified on the Plans and these Specifications.

The Contractor shall perform all temporary work such as providing or modifying wires, poles, conduits, pipes and other related work as required to keep the traffic signals operational at all times, including coordination with DigAlert/USA prior to ordering poles, and potholing for traffic signal pole locations per these specifications. Compensation for these requirements shall be included in the lump sum price bids as shown on proposal schedule and no additional compensation will be allowed.

Bid Item No. 43: Traffic Control

The contractor shall prepare traffic control plans for the work to be approved by the Engineer. The traffic control plans shall comply with City and State Standards and comply with the California Manual on Uniform Traffic Control Devices.

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

Only one lane shall be closed to traffic in any direction between 8:30 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 8:30 am and 3:30 pm to 6:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane will be allowed between the hours of 6:00 pm and 6:00 am during weekdays.

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

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

Pedestrian Access

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

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

Traffic Control – General:

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

- a) Provide a safe and drivable ingress and egress to residents and businesses at all times, and provide safe pedestrian crossing paths at all times.
- b) Provide temporary traffic re-striping at the conclusion of any working day for any centerline, lane line or stop bar which is obliterated by construction.
- c) Be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer.
- d) Be responsible for notifying residents and businesses, in writing, seven (7) days in advance of any work that involves limited access. The Contractor shall provide

- verification to the Engineer that this has been accomplished.
- e) Notify the trash pickup company "Costa Mesa Disposal" of the schedule of work and the limitation of access. Contact City at (714) 754-5307 for Costa Mesa Disposal's address
 - f) Furnish, install and maintain in-place "No Parking - Tow Away" signs (even if streets have posted "No Parking" signs) which shall be posted at least (2) working days prior to commencement of roadwork. On the sign Contractor shall print the hours, day(s) and date of closure in two-inch high letters and numbers. A sample of the completed sign shall be approved by the Engineer prior to posting. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs, with all requirements as specified, at least 48 hours prior to beginning weekend or holiday.
 - g) Coordinate with Orange County Transit District (Ph No. (714) 636-7433 x4330) to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work which will involve any of their facilities.
 - h) Provide any temporary delineation, as required, in accordance with the CA MUTCD, applicable Caltrans Standard Plans and as directed by the Engineer.
 - i) Excavations shall be backfilled and hot mix asphalt concrete or temporary asphalt concrete surface shall be placed to the level of the existing pavement at the end of each work period as necessary to provide the required number of travel lanes and access to intersecting streets.
 - j) The contractor shall provide temporary K-rails, visual barriers and temporary crash cushions as necessary to protect traffic from excavation areas.
 - k) All pre-existing permanent traffic control signs and devices shall remain in operation unless a substitute operation is arranged for and approved by the Engineer.
 - l) The Contractor shall use illuminated or reflective warning construction signs at appropriate locations for the project and/or as directed by the Engineer. The Contractor shall also use flashing arrow boards for each lane closure in addition to other delineation.
 - m) C-18 ROAD CONSTRUCTION AHEAD, C-17 with 25 MILE SPEED LIMIT, C-14 END ROAD WORK, and soft barricades shall be used at all approaches as may be suitable. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.
 - n) The Contractor shall provide flagmen to direct the traffic where required and as directed by the Engineer.

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

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

Bid Item 44: STREET LIGHTING

This item shall include all labor, work, materials and incidentals necessary to install #5 pull boxes complete in place. In addition to supplying boxes and lids the work shall include, but not limited to excavation, placement of gravel/rocks, appropriate adjustment to grade and alignment, restoration of disturbed areas, and all other work.

This shall include all labor, work, materials and incidentals necessary to install 2" conduit complete in place. Conduit shall be 2" schedule 80 PVC conduit. Conduits shall be placed at a minimum of 30" cover under existing roadway surface and a minimum of 18" under existing sidewalk. Contractor shall install conduit by boring. Contractor shall repair/replace AC pavement and concrete as needed per the Standard Specifications.

It shall be the Contractor's responsibility to verify, locate and protect all utilities that may be encountered during all phases of conduit installation. Contractor shall maintain a minimum of 5-feet from existing water lines.

Contractor shall install pull tape/rope. The pull tape/rope must be a flat woven lubricated soft fiber polyester tape with a minimum tensile strength of 1,800 lb and have printed sequential measurement markings every 3 feet. At least 2 feet of pull tape must be doubled back into the conduit at each end.

The contractor shall be responsible for carrying out any work required consistent with Edison prepared design drawings in preparation of streetlight installation, wiring, and turn-on by Edison. This includes but is not limited to installation of pull boxes, lighting conduit, and coordination with Edison. The contractor shall coordinate with Edison such that the streetlights are installed prior to concrete pour of the pathways to prevent damaging new concrete.

PAYMENT – Payment for Street Lighting shall be at the unit bid price per lump sum and include all supplying all labor, materials, equipment and incidentals to complete the work per plans and specifications and no additional compensation shall be allowed.

Bid Item Nos. 45, 46 and 47

ADJUST EXISTING SEWER MANHOLE TO GRADE
ADJUST EXISTING PULLBOX TO GRADE (BY CHARTER)
REPLACE EXISTING METAL COVER WITH CONCRETE COVER (BY AT&T)

Adjustment of Existing Sewer Manhole

Adjusting manholes to grade shall conform to Costa Mesa Sanitary District (CMSD) requirements, Standard Specifications, Standard Drawings, and these Special Provisions. CMSD Standard Specifications and Standard Drawings can be found on their website located at the following web address:

https://www.cmsdca.gov/sewer/sewer_system_information/plans_specifications.php

The Contractor shall contact CMSD at least 48 hours prior to raising any manhole to grade or installing any other improvements requiring inspection and approval by CMSD, so that the District inspector can review and approve the installation.

It shall be the Contractor's responsibility to excavate and locate all utilities and appurtenances, which may affect construction of the utility relocations and adjustments. All exploratory excavations shall occur far enough in advance to permit any necessary relocation or adjustment without delaying the project. All costs incurred by the Contractor in making exploratory excavations shall be considered to be included the Mobilization bid item and in the unit price bid for constructing the individual water improvements.

Portland cement class shall be 560-C-3250.

Adjustment of Existing Pullbox to Grade (by Charter); and
Replacement of Existing Metal Cover with Concrete Cover (by AT&T)

Pullbox adjustment to grade and replacement of existing metal cover with concrete cover shall be performed by the respective utility companies for each facility. The contractor shall ensure thorough and timely communication with Charter and AT&T utilities to coordinate the utility adjustments.

PAYMENT - Payment for Adjust Existing Sewer Manhole to Grade shall be at the unit price bid per each item. The contract unit price paid shall include installation of water and other utility appurtenances, aggregate base, Portland cement concrete, plating of holes during concrete curing periods, and all materials and incidentals to accomplish the work as specified herein. No additional compensation shall be allowed.

Bid Item No. 48: ADDITIONAL WORK ITEMS

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance. At the direction of the ENGINEER, the Contractor shall provide labor, equipment, and materials for the project management beyond the Scope of Work established within the Project Plans and Specifications. Work **might** include, but not be limited to; delivery of additional newsletters; clearing and grubbing; disposal of materials; potholing; furnishing and installation of informational signs; and related work, and will only be performed if required, and approved by the ENGINEER. The Contractor acknowledges that this bid item will only be used at the discretion of the ENGINEER. The allowance for this line item is as shown within the Proposal Section of these Specifications.

PAYMENT - Measurement and Payment for "Additional Work Items" shall be paid per Force Account (F.A.) for all work performed pursuant these Specifications and shall, include all labor, equipment, materials as required to complete the work as directed by the ENGINEER.

APPENDICES /
MISCELLANEOUS CONTRACT
DOCUMENTS

APPENDIX 1

SAMPLE AGREEMENT

The following is a sample Public Works Agreement, which the City may modify based upon the specific project and the requirements imposed by any entity providing funding assistance for the project (e.g. FHWA, CalTrans, or HUD).

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

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated _____ ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and _____, a California corporation ("CONTRACTOR").

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of _____.

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

The Project is known as _____, City Project No. _____ ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the CONTRACTOR's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond;

certificates of insurance; the summary of Public Contract Code section 9204; and all addenda setting forth any modifications or interpretations of those documents. The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the CITY's Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. CONTRACT PRICE.

_____ (\$_____).

8. TIME OF PERFORMANCE.

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

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

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

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

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

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to _____ as liquidated damages for each day beyond the date provided for the completion of such Work.

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

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 8, of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 9, incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

14. INSPECTION BY CITY.

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

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

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

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

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered

securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

Any delay or postponement of payment from the above referenced time frame may

occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

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

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

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook.

CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability

against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

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

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

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

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

20. INSURANCE.

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

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

of Paragraph 18 of this Agreement.

(a) Workers' Compensation Insurance.

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

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

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

(b) Liability Insurance Coverage.

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

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic

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

(1) Additional Insured:

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

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through

the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

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

23. PREVAILING WAGE SCALE.

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

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

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish

a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

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

27. CONTRACT ASSURANCE.

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

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

subcontracts.

28. PROVISIONS CUMULATIVE.

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

29. NOTICES.

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

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

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

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

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

Attn: _____

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

Attn: _____

30. INDEPENDENT CONTRACTOR.

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

31. PERS ELIGIBILITY INDEMNIFICATION.

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

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

32. VALIDITY.

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

33. GOVERNING LAW.

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

34. RESOLUTION OF CONTRACTOR CLAIMS.

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

35. NO THIRD PARTY BENEFICIARY RIGHTS.

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

36. ASSIGNABILITY.

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

37. WAIVER.

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

38. HEADINGS.

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

39. COUNTERPARTS.

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

40. CORPORATE AUTHORITY.

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

41. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA,
A municipal corporation

Tamara Letourneau
Acting City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Thomas Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Kelly A. Telford
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

[Name]
Project Manager

Date: _____

APPENDIX 2

REMAINING MISCELLANEOUS

CONTRACT DOCUMENTS

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.

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

WHEREAS, the City of Costa Mesa, State of California, has awarded to _____, hereinafter designated as the "Principal", a contract for the project known as: _____ 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 _____, 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 _____ Dollars (\$ _____) 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 _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

**FAITHFUL PERFORMANCE PAYMENT BOND
TO ACCOMPANY PUBLIC WORKS AGREEMENT**

The premium charge on this bond is \$ _____, being at the rate of \$ _____ per thousand of the contract price.

WHEREAS, the City of Costa Mesa, State of California, has awarded to _____ hereinafter designated as the "Principal", a Public Works Agreement for the project known as: _____ in the City of Costa Mesa, in strict conformity with the Public Works Agreement on file with the Costa Mesa City Clerk, which is incorporated herein by this reference (the "Agreement").

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond for the faithful performance of the Agreement.

NOW, THEREFORE, We, the undersigned Principal, and _____, 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 _____ Dollars (\$ _____) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Costa Mesa under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

The Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Agreement. The Surety's obligations shall include, but are not limited to: (1) the responsibilities of Principal under the Agreement for completion of the Agreement and correction of defective work; (2) the responsibilities of Principal under the Agreement to pay any liquidated damages, and, for damages for which no liquidated damages are specified in the Agreement, actual damages caused by non-performance of the Agreement, including, but not limited to, all valid and proper backcharges, offsets, payments indemnities, or other damages; and (3) additional legal, design professional and delay costs resulting from Principal's default or failure to act of the Surety.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its 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 indemnifies, defends, and saves harmless the City of Costa Mesa, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation.

The Surety, for value received, stipulates and agrees that no change, extension of time, or alterations or additions to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligations on this Bond, and it hereby waives notice of any such change, extension of time, or alterations or additions to the Agreement 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 _____ day of _____, 20 ____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

INSURANCE REQUIREMENT FOR CITY OF COSTA MESA

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

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

A. Workers' Compensation Insurance.

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

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

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

B. Liability Insurance Coverage.

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

(1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

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

(i) Additional Insured:

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

(ii) Notice:

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

(iii) Other Insurance:

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

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: XX/XX/2014

Policy No. ENTER

Endorsement No. 001

Insured: Contractors Name

Premium \$ INCL.

Insurance Company: Insurance Company

Countersigned By: _____

City of Costa Mesa, Department of Public Services
Application and Permit for Work Described Below

PERMIT NO.

VENDOR NO.

Address or Location of Work _____ Date _____
 Type of Work to be Done _____

Start Date _____ Permit Not Valid After _____ (Expiration Date) Plan No. _____
 Contractor's Name _____ Address _____
 Telephone No. (Day) _____ (Night) _____ City and State _____
 State License No./Class _____ City Business License No. _____
 Applicant's Name _____ Address _____
 Telephone No. _____ Developer's Name _____ Telephone No. _____
 Name of Insurance Co. _____ Insurance Cert. No.(s) _____
 24-Hour Emergency Contact _____ Telephone No. _____

<p>FEES</p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Issuance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</p> <p>Account # </p>	<p align="center">PERMIT APPROVED FOR CITY ENGINEER</p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
--	---	--

Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15-25-,15-27, 15-27.1, 15-39 and 15-48.

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of 8:30 a.m. - 3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native and imported .
3. Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. _____.
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. _____.
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: _____

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

Costa Mesa Sanitary District
(714) 631-1731

Mesa Consolidated Water District
(714) 631-1200

UNDERGROUND SERVICE ALERT
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 621-3111

INSPECTION RECORD	Inspector of Records	<p>CERTIFICATE OF INSPECTION</p> <p>I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.</p> <p>By: _____</p> <p align="right">Inspector</p> <p align="right">Date</p>
Date		

0183-62 mw, rev. 2/03
 White - Inspectors;
 Canary - Engineering;
 Pink - Finance
 Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature _____ Date _____

3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE
THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED



APPLICATION FOR BUSINESS LICENSE
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
 TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200
 (714) 754-5234 TDD: (714) 754-5244

Business Name _____

Parent Company Name _____
 (If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
 (Cannot be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Mailing Address _____
 (Can be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Business Telephone # () _____ Business Start Date _____ No. of Employees (on average) _____

Ownership (Check One only)
 Sole Owner Corporation Partnership Husband & Wife Co-ownership Limited Liability Company
 Limited Liability Partnership

Seller's Permit No. _____ Contractors State No. & Class _____
 (If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # _____ Federal Firearms License # (if applicable) _____

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # () _____ Title _____	Telephone # () _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other
 Fully Describe Business Operation: _____

 Standard Industrial Class Code (SIC) _____

Alcohol Beverage Control Permit No. _____ Department of Motor Vehicles Permit # _____
 (If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) _____ (S-SU) _____ Number of Rental Units/Rooms/Spaces _____
 (Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
 (wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over \$500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
 Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW EXHIBITION SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left _____
 Enter the tax due amount here \$ _____
 PLUS (# of sellers _____ x \$5 = \$ _____)
 EQUALS Total tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
 (Fees based on annual operating expenses when no receipts generated)
 Enter annual operating expenses amount \$ _____
 Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
 (California Licensed) Total tax due \$50.00

VEHICLE WHEEL TAXI TOW TRUCK BUS
 Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

- | | | |
|---|------------------------------|-----------------------------|
| Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you have an assembly room with an occupant load of 50 or more persons? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you be installing a spray booth? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will your business produce dust/wood shavings or other material? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you be storing or using flammable or combustible liquids or compressed gases? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will you be warehousing materials higher than 12 feet? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
- Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 327-7400.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. ** Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. ** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized Signature _____ Title _____ Date _____

FOR CITY OFFICE USE ONLY

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8. Instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign; Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX 3

EXHIBIT 12-G

REQUIRED FEDERAL-AID

CONTRACT LANGUAGE

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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 - A. **Nondiscrimination Statement**..... 3
 - B. **Contract Assurance**..... 3
 - C. **Prompt Progress Payment** 3
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAMP Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAMP Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).
6. **CHANGED CONDITIONS**
 - A. **Differing Site Conditions**
 1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
 3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*
 - B. **Suspensions of Work Ordered by the Engineer**
 1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
 2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT**A. FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned

pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

*[The following 12 pages must be physically inserted into the contract without modification.
Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]*

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the Journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin	12.3
178	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	24.3
	19.8	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9	
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3	
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5	
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0	
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7	
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6	
	181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
		Non-SMSA Counties CA Imperial	18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be

- performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant

and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section

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- 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

APPENDIX 4

DAVIS-BACON ACT

PROVISIONS

FEDERAL FUNDING SUPPLEMENT

DAVIS-BACON ACT PROVISIONS (29 CFR SECTION 5:5)

Provisions substantially like the following shall be included in each procurement contract for the actual construction, attention and/or repair, including painting and decorating. The bidder/contractor shall remain responsible for compliance with applicable law (including Davis Bacon and related Acts).

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt, 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting

officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship

program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements

of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and Interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility (29 CFR 5.5)**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

APPENDIX 5

TITLE VI ASSURANCES -

APPENDIX A: REGULATIONS

AND PROVISIONS

TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 6

TITLE VI ASSURANCES –

APPENDIX E: ADDITIONAL

NONDISCRIMINATION

STATUTES

TITLE VI ASSURANCES

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

APPENDIX 7

FEDERAL

PREVAILING WAGES

"General Decision Number: CA20230024 06/30/2023

Superseded General Decision Number: CA20220024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	01/27/2023
4	02/10/2023
5	02/24/2023
6	03/17/2023
7	06/23/2023
8	06/30/2023

ASBE0005-002 07/04/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 49.58		25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 32.09		19.66

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 23.52		13.37

* BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 41.39		18.95

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....\$ 37.87		14.13
TILE FINISHER.....\$ 32.44		12.54
TILE LAYER.....\$ 45.05		18.33

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

 CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

 * ELEC0011-002 06/26/2023

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+15.53
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK:
 Installation, testing, service and maintenance of systems

utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

 ELEC0441-001 12/26/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 57.39	23.67
ELECTRICIAN.....	\$ 54.87	23.60

 * ELEC0441-003 06/26/2023

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 44.33	16.43
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems
 Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment

Systems Nurse Call Systems Radio Page Systems School
 Intercom and Sound Systems Burglar Alarm Systems
 Low-Voltage Master Clock Systems Multi-Media/Multiplex
 Systems Telephone Systems RF Systems and Antennas and Wave
 Guide

C. *Fire Alarm Systems-installation, wire pulling and
 testing.

D. Television and Video Systems Television Monitoring and
 Surveillance Systems Video Security Systems Video
 Entertainment Systems Video Educational Systems CATV and
 CCTV

E. Security Systems, Perimeter Security Systems, Vibration
 Sensor Systems
 Sonar/Infrared Monitoring Equipment, Access Control Systems,
 Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in
 raceways performed at the current electrician wage rate and
 fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

 ELEC0441-004 12/26/2022

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 55.47	23.61
Electrician.....	\$ 54.87	23.60
Technician.....	\$ 41.15	23.18

SCOPE OF WORK: Electrical work on public streets, freeways,
 toll-ways, etc, above or below ground. All work necessary
 for the installation, renovation, repair or removal of
 Intelligent Transportation Systems, Video Surveillance
 Systems (CCTV), Street Lighting and and Traffic Signal work
 or systems whether underground or on bridges. Includes
 dusk to dawn lighting installations and ramps for access to
 or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems
 and components to control, monitor, and communicate with
 pedestrian or vehicular traffic, included but not limited
 to: installation, modification, removal of all Fiber optic
 Video System, Fiber Optic Data Systems, Direct interconnect
 and Communications Systems, Microwave Data and Video
 Systems, Infrared and Sonic Detection Systems, Solar Power
 Systems, Highway Advisory Radio Systems, highway Weight and
 Motion Systems, etc.

Any and all work required to install and maintain any
 specialized or newly developed systems. All cutting,
 fitting and bandaging of ducts, raceways, and conduits.
 The cleaning, rodding and installation of ""fish and pull
 wires"". The excavation, setting, leveling and grouting of
 precast manholes, vaults, and pull boxes including ground
 rods or grounding systems, rock necessary for leveling and
 drainagae as well as pouring of a concrete envelope if
 needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70

GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene

or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San

Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50

(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

 * IRON0433-006 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
 Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

 LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar

type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or

wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading

agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system

installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.60	16.38

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

 PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

 PLUM0016-001 09/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

 PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03

 ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER.....	\$ 43.47	19.52

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

 SFCA0669-008 01/01/2023

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.25	27.33

SFCA0709-003 01/01/2023		

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 52.61	31.25

SHEE0105-003 01/01/2023		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 53.67	29.74
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 53.67	29.74

TEAM0011-002 07/01/2022		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.19	32.54
GROUP 2.....	\$ 36.34	32.54
GROUP 3.....	\$ 36.47	32.54
GROUP 4.....	\$ 36.66	32.54
GROUP 5.....	\$ 36.69	32.54
GROUP 6.....	\$ 36.72	32.54
GROUP 7.....	\$ 36.97	32.54
GROUP 8.....	\$ 37.22	32.54
GROUP 9.....	\$ 37.42	32.54
GROUP 10.....	\$ 37.72	32.54
GROUP 11.....	\$ 38.22	32.54
GROUP 12.....	\$ 38.65	32.54

WORK ON ALL MILITARY BASES:
 PREMIUM PAY: \$3.00 per hour additional.
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

APPENDIX D

Quality Assurance Program (QAP)

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01

QUALITY ASSURANCE PROGRAM (QAP)

CITY OF COSTA MESA FOR FEDERAL FUNDED PROJECTS



CITY OF COSTA MESA
77 Fair Drive
Costa Mesa, CA 92626

Seung Yang, P.E.
City Engineer
(714) 754-5335 Office
seung.yang@costamesaca.gov

March 2021

City of Costa Mesa Quality Assurance 2021 Program

INTRODUCTION

A Quality Assurance Program (QAP) consists of an Acceptance Program and an Independent Assurance Program (IAP) that will provide assurance that the materials and workmanship incorporated into a construction project are in conformance with the contract specifications. A QAP should be updated as needed, and at least once every five years.

When transportation projects are constructed on the National Highway System (NHS), it is required by federal regulations that each State Transportation Department (STD) has a QAP that meets federal requirements.

There are no federal QAP regulations for local agency administered Federal-aid projects off the NHS. However, to ensure that a local agency is a good steward of public funds and to ensure that the materials and workmanship incorporated in a construction project are in conformance with the contract specifications, the use of a QAP is essential. Consequently, the California Department of Transportation (Caltrans) has included the requirement in the Local Assistance Procedures Manual (LAPM) that every local agency receiving funds for a Federal-aid transportation project must have a QAP. This manual provides guidelines that local agencies can use to develop a QAP for all Federal-aid projects off the State Highway System (SHS) which would include agency transportation projects off the NHS and the essential connecting roads on the MIS that are off the SHS.

PURPOSE

The purpose of this program is to provide assurance that the materials incorporated into each construction project are in conformance with the contract specifications. This program should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) — Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) — City verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) — A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection — AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The City of Costa Mesa will use a private consultant materials laboratories to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California Registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program — The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel — The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer.
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt Institute, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.

3. Laboratory and Testing Equipment — The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology (NIST). A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the California Testing (CT) Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications. *Exhibit 16-S Test Method Conversion Chart is attached as Attachment #1.*

Sample locations and frequencies shall be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as indicated in the QAP and or in compliance with the "Sampling and Testing Frequency Table," (*Attachment #2- Exhibit 16-R of the LAPM*).

FREQUENCY TABLES

The "Frequency of Testing" herein provides a guide for sampling and testing required for various materials and products for AT. Close adherence to the sample size requirement avoids the unnecessary delay and expense of obtaining supplementary samples to complete the tests.

The frequency of sampling is intended as a guide under normal conditions. Material well within specifications and uniform in character may result in less frequent sampling and testing when approved by the Agency. However, borderline materials may need an increase in the frequency of testing to assure specification compliance. Any deviation from the prescribed frequency must be noted and explained in the material testing records. When materials are being furnished intermittently, with interruptions of several days or weeks, the frequency of sampling and testing should be increased to assure that specification materials are being incorporated into the work.

Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below in paragraphs 1 and 2 above.

Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.

1. The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing provided the source of the supplies has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.

2. Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements when approved by the Agency.

3. The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing provided the source of the supplies has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
4. Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements when approved by the Agency.

Documentation for acceptance of material as described above must be provided and included in the project records. Documentation should include statements in the project inspector's reports that clearly indicate conditions under which the material was accepted (e.g., description, quantity, location, where placed, certification numbers and/or other accompanying data).

The following list suggests approximate maximum quantities of materials that may be accepted under the conditions indicated above:

- Aggregates other than for use in Portland Cement Concrete--not to exceed more than 500 tons per project.
- Bituminous mixtures--Sample at Engineer's discretion, if project total is less than 500 tons.
- Bituminous material--not to exceed 100 gallons per project.
- Paint--not to exceed 20 gallons per project. Acceptance to be based on weights and analysis on container.
- Masonry items -- check dimensions of products for specification compliance and uniformity of manufacture.
- Non-reinforced or clay pipe--not more than 100 lineal feet.

Failing Test

Whenever failing tests occur, sufficient additional acceptance tests must be taken to isolate the affected work. Documentation of the results of such additional tests must be included in the records, including a description of the corrective measures taken. Corrective action or retesting of failing tests must be noted in the remark's column of the test summary log. Documentation of the reason that materials represented by failing tests were incorporated into the project must be in the project files.

Mix Design Approval and Checking

Mix designs must be submitted by the Contractor and include the name of the material plant, the product name, a mix design ID number, and item of work in which it is to be used. The Resident Engineer (RE) will review and approve the mix design in writing. A copy of the approved mix design must be kept in the files. Field inspectors must verify that the mix delivered to the job site matches the approved mix design. The inspector must place a check mark adjacent to the mix ID shown on the weigh tag and initial the tag. Tags are to be collected at the point of delivery to the jobsite.

INDEPENDENT ASSURANCE PROGRAM (IAP)

"REQUIRED FOR ALL FEDERAL PROJECTS"

An IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

An IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanliness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and tests completed under the IAP may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by e-mail or telephone.

TESTING OF MANUFACTURED MATERIALS

Prior to use in construction, the Project Engineer may submit a "Source Inspection Request" (*Attachment No. 3: Exhibit 16-V of the LAPM*) to the Agency for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted based on certificates of compliance during construction is found in (*Attachment No. 4: Exhibit 16-T1 and Exhibit 16-T2 of the LAPM*). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see *Attachment No. 5: Appendix J*.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, the Caltrans' Office of Materials Engineering and Testing Services will perform all sampling, testing, and acceptance of manufactured and prefabricated materials.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

Acceptance of Manufactured or Fabricated Materials

The acceptance of manufactured and fabricated materials is most frequently based on one of the following three methods:

- Source Inspection
 - Source inspection is the inspection, sampling and testing of manufactured and prefabricated materials at locations other than the job site. It is most commonly performed on materials involving structural integrity or safety to the public, such as precast pre-stressed concrete members, structural steel, and poles for electrical systems. The purpose is to ensure that structural materials comply with contract requirements in regard to raw materials, fabrication processes, personnel certification, and in-process quality control testing.
 - The City of Costa Mesa determines which materials will be source inspected. For a list of manufactured or prefabricated materials that are commonly source inspected for Caltrans projects, see Table 6-2.1, Inspection of Fabricated and Manufactured Materials of the Caltrans Construction Manual. If needed, source inspection is performed by the City of Costa Mesa or a qualified consultant.
 - Verification at the source of fabrication does not guarantee acceptance at the job site. Table 6-2.1 referenced above also includes items that must be checked or rechecked at the job site to ensure that the materials are acceptable. The RE will inspect the material upon arrival to be sure

it meets the requirements of the specifications and is undamaged by shipping and handling. The RE will obtain and file the source inspectors report.

- Materials Accepted on the Basis of an Authorized Materials List
 - The Caltrans Standard Specifications (CTSS) identifies some materials that must be on an authorized materials list. The list is available at: <https://dot.ca.gov/programs/engineering-services/authorized-materials-lists>. For contracts using the CTSS, the RE must verify the materials furnished are shown on the appropriate authorized materials list before the material is used on the project. Materials shown on the authorized materials list may also require a certificate of compliance or sampling and testing for acceptance.
- Materials Accepted by Certificate of Compliance
 - The City of Costa Mesa may permit the use of certain manufactured products, materials or assemblies accompanied by a Certificate of Compliance (COC) prior to sampling and testing, provided these products, materials or assemblies do not involve structural integrity or safety to the public.

Additionally, these items must have a history of having met specifications based upon previous sampling and testing. The manufacturer of the products, materials or assemblies shall sign the COC and state that the included materials and workmanship conform in all respects to the project specifications. The contract documents will specify which materials require the Contractor to submit a COC. The RE is responsible for ensuring that a COC is furnished with each lot of these materials delivered to the work site. Exhibit 16-T1: Materials Requiring a COC per the Caltrans Standards Specifications and Exhibit 16-T2: Materials Requiring a COC per the Greenbook are lists of materials for which the contractor must submit a COC per the respective project specifications. The COC must be furnished before the material is incorporated into the work and include:

1. Project number
2. Certified material lot number matching lot tags affixed or stenciled to the released materials
3. Manufacturer's signature
4. A statement that the material complies with the specifications of the contract

All materials accepted on the basis of a signed COC shall be documented in the inspector's daily reports. Inspect the material upon arrival to be sure it meets the requirements of the specifications and is undamaged by shipping and handling before accepting. Manufactured products, materials or assemblies used on the basis of a COC may be sampled again at the job site and tested at any time during the life of the contract. Items found not in conformance with contract requirements must be rejected whether in place or not.

A COC for each item shall be kept in the RE's file.

Materials Requiring a Buy America Certification

Steel and iron products incorporated into the project must comply with Buy America requirements of the CFRs. All steel and iron products must be delivered with a COC stating all manufacturing processes involved in the production of the products occurred within the United States. These processes include:

- Rolling
- Drilling
- Bending
- Extruding
- Grinding
- Smelting
- Coating
- Machining
- Welding

In addition to the COC requirements mentioned earlier in this section, a Buy America COC must also include the mill markings or heat numbers.

The Buy America requirements apply to the entire construction contract if any federal-aid money has been authorized for any phase of the project, not just the construction phase. A local agency cannot circumvent the Buy America requirement by declaring that the material is being paid for with the non-federal portion of the funding. Buy America does not apply to temporary steel such as that used in false work, sheet piling or shoring. A minimal use of foreign iron and steel is allowed if the total delivered cost to the project site is less than \$2,500.00 or 0.1 percent

of the contract amount, whichever is greater. Supporting invoices, including the cost of transportation, must be on file in the project records. A local agency's failure to comply with Buy America provisions will result in the loss of federal funding for not only the applicable contract items, but may also likely result in the loss of all federal funding authorized for the construction phase of the project.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See (*Attachment No. 6: Exhibit 17-G of the LAPM*).

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. For a Federal-aid project:

- The files shall be organized as described in Section 16.3 "Maintaining Project Record" of the Local Assistance Procedures Manual (LAPM).
- It is recommended that the complete project file be available at a single location for inspection, by Caltrans and the Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three (3) years following the date of final project voucher.
- The use of a "Log Summary," (*Attachment No. 7: Exhibit 16-Z2*) as provided in the Material Testing Final Report, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

*For typical projects, of size and quantities, in the City of Costa Mesa, the following "Frequency Table" shall be the material sampling and testing minimum standard. A **Material Testing Final, (bound/stamped), Lab Report** is to be supplied to the Resident Engineer and retained in the project records.*

Asphalt Concrete Pavement

- **Plant inspection required for daily quantities of 500 tons or more.**
 - Minimum of once per project.

Laboratory Test Required:

- Aggregate prior to mixing, once per day and for every 1000 Ton increment
 - % Crushed Particles, per CTM 205
 - Sieve Analysis, per CTM 202
 - Sand equivalent, per CTM 217
- Combined Mixture, once per day and for every 1000 Ton increment
 - Stablometer, per CTM 304 and 366
 - Asphalt Oil Content, per CTM 382
 - Maximum Density, per CTM 304 and 308
 - Air Voids per CTM 36

- Liquid Asphalt
- Certificate of Compliance

Field Compaction:

Tests shall be at 200' to 400' intervals in each lane paved. Tests shall be taken in each layer placed. Test shall be performed in compliance with per CTM 375.

Aggregate Base

Laboratory Tests Required:

The following test shall be provided for each product type and source. A minimum of one set of tests per project:

- Sieve Analysis, per CTM 202
- R-Value, per CTM 301
- Sand equivalent, per CTM 217

Field Compaction:

- Trench Backfill. Tests shall be at 200' intervals every 2' vertically starting at pipe spring-line or 2' above bottom of footing.
- Sub-grade under roadway aggregate base: Tests every 5000 square feet (typical every 400' per lane) at least one test per project. Test shall be performed in accordance with ASTM D 1556 or ASTM D 6938.
- Sub-grade under concrete curb and gutter; sidewalk; and driveway approach: Tests every 5000 square feet, at least one test per project. Test shall be performed in accordance with ASTM D 1556 or ASTM D 6938.

Portland Cement Concrete (PCC)

Structural Components (Alley pavement, Bus turn-out pads, Signal Foundations, Storm Drain Structures, Parkway Drain Decks), Tests Required:

The following test shall be provided for each product type and source which exceed 30 cubic yards per day. However, one set of cylinders will be taken and tested once per project if Structural Components are constructed in the project.

For each set of cylinders, the fresh concrete shall be sampled per ASTM C172, specimens prepared per ASTM C31 and tested for slump per ASTM C143.

- Coarse Aggregate
 - Cleanness Value per CTM 227
 - Percentage Wear per ASTM C131
 - Specific Gravity per ASTM C127
- Fine Aggregate
 - Sand Equivalent per CTM 217
- Combined Mix

- Sieve Analysis per CTM 202

Cylinders for compressive strength, one (1) set (4 cylinders minimum) per day when volume exceeds 30 cubic yards. One (1) set per project minimum required. One (1) set per 150 cubic yards or fraction thereof for each day of work. Compression tests shall be performed as ASTM C39.

Non-Structural Components (curb and gutter, sidewalk, driveway approach, non-vehicle loaded slabs on grade), Tests Required:

- Considered as minor concrete and accepted with a certificate of compliance, however, mix designs must be reviewed by the Resident Engineer.

This City of Costa Mesa Quality Assurance Program document supersedes other herein reference Quality Assurance Programs for off the National Highway System (NHS) and off the State Highway

APPROVED: Seung Yang

C 66786 09/30/2022

Signed: 

PE Number/Expiration Date

TITLE: City Engineer, City of Costa Mesa

Date: 03/31/2021

Caltrans Test Method- ASTM Test Method Conversion Chart

CALTRANS TEST METHOD - ASTM TEST METHOD CONVERSION CHART

Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans *Construction Manual* Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM Book of Standar	TEST PROCEDURE	NOTE S
105		Calculations Pertaining to Gradings and Specific Gravities	2
125	D75 4.02 D979 4.03	Sampling Highway Materials (when approved) Standard Practice for Sampling Aggregates Practice for Sampling Bituminous Paving Mixtures	3 3
201	C702 4.02	Soil & Aggregate Sample Preparation Reducing Field Samples of Aggregate to Testing Size	13
202	C136 4.02 C117 4.03	Sieve Analysis of Fine and Coarse Aggregate Sieve Analysis of Fine and Coarse Aggregate Material Finer Than 75-um (#200) Sieve in Mineral Aggregates by Washing	
205		Percentage of Crushed Particles	1
206	C127 4.02	Specific Gravity and Absorption of Coarse Aggregate Specific Gravity and Absorption of Coarse Aggregate	
207	C128 4.02	Specific Gravity and Absorption, Fine Aggregate Specific Gravity and Absorption, Fine Aggregate	
208		Apparent Specific Gravity of Fine Aggregate	1
211	C131 4.02	Abrasion of Coarse Aggregate by Use of the Los Angeles Rattler Machine Resistance to Degradation, Small-Size Coarse Agg. by Abrasion & Impact, L.A. Machine	
213	C40 4.02	Organic Impurities in Concrete Sand Organic Impurities in Fine Aggregate for Concrete	
214	C88 4.02	Soundness of Aggregates by Use of Sodium Sulfate Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	1
216	D1556 4.08 D1557 4.08	Relative Compaction of Untreated and Treated, Soils & Aggregates Density of Soil In-place by the Sand Cone Method Moisture-Density Relations of Soils & Soil-Agg. Mixtures, 10-lb. Rammer, 18-in	11
217		Sand Equivalent (only authorized method per Caltrans 07, District Materials)	1,9
223		Surface Moisture in Concrete Aggregate	1
226	C566 4.02	Moisture Content in Soils by Oven Drying Total Moisture Content of Aggregate by Drying	
227		Evaluating Cleanness of Coarse Aggregate	1
229	D3744 4.03	Durability Index Aggregate Durability Index	1
231	D2922 4.08	Relative Compaction of Soils by the Area Concept Utilizing Nuclear Gages Density of Soil & Soil-Aggregate In-place by the Nuclear Method	4 4

CTM - ASTM Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans *Construction Manual* Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM	Book of Standards	TEST PROCEDURE	NOTES
301	D2844	4.08	R-Value of Treated & Untreated, Bases, Subbases & Basement Soils R-Value and Expansion Pressure of Compacted Soils	1
302	D1664	4.03	Film Stripping Coating and Stripping of Bitumen-Aggregate Mixtures	
303			Centrifuge Kerosene Equivalent	1
304	D1561	4.03	Preparation of Bituminous Mixtures for Testing Prep. of Bituminous Mixture Test Specimens by Means of Calif. Kneading Compactor	1
305			Swell of Bituminous Mixtures	1
307			Moisture Vapor Susceptibility of Bituminous Mixtures	1
308	D1188	4.03	Bulk Specific Gravity and Weight Per Cubic Foot of Bituminous Mixtures Bulk Sp.G. and Density of Compacted Bituminous Mixtures, Paraffin-Coated Specimens	
310	D2172	4.03	Asphalt and Moisture Contents of Bituminous Mixtures by Hot Solvent Extraction of Bitumen from Bituminous Paving Mixtures (Method A, B, or C)	5 6,10
312			Design and Testing of Class "A" and "B" Cement Treated Base	1
338			Cement or Lime Content in Treated Aggregate by the Titration Method	1
339	D2995	4.03	Determination of Distributor Spread Rate Determining Application Rate of Bituminous Distributors	
362	D2172	4.03	Asphalt Content of Bituminous Mixtures by Vacuum Extraction Quantitative Extraction of Bitumen from Bituminous Paving Mixtures	5 6
366			Stabilometer Value	1
367			Recommending Optimum Bitumen Content (OBC.)	1
370	D4643	4.08	Determining Moisture Content of Asphalt Mixtures or Mineral Agg., Microwave Ovens Determination of Water (Moisture) Content of Soil by the Microwave Oven	
375	D2950	4.03	In-place Density & Relative Compaction of AC Pavement (nuclear) Density of Bituminous Concrete In-place by the Nuclear Method	5,7,12 6,7
379	D4125	4.03	Asphalt Content of Bituminous Mixtures by use of the Troxler Nuclear Gage Asphalt Content of Bituminous Mixtures by the Nuclear Method	5,8 6,8
405			Chemical Analysis of Water	1
415			Chloride Content in Organic Additives for Portland Cement Concrete	1

CTM - ASTM Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans *Construction Manual* Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM	Book of Standard	TEST PROCEDURE	NOTES
504	C231	^s 4.02	Air Content of Freshly Mixed Concrete by the Pressure Method Air Content of Freshly Mixed Concrete by the Pressure Method	
515			Relative Mortar Strength of Portland Cement Concrete Sand	1
518	C138	4.02	Unit Weight of Fresh Concrete Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	
521	C39	4.02	Compressive Strength of Molded Concrete Cylinders Compressive Strength of Cylindrical Concrete Specimens	
523	C293 C78	4.02 4.02	Flexural Strength of Concrete (using simple beam with center-point loading) Flexural Strength of Concrete (using simple beam with center-point loading) Flexural Strength of Concrete (using simple beam with third-point loading)	1
528			Freeze Thaw Resistance of Aggregates in Air-Entrained Concrete	1
529			Proportions of Coarse Aggregate in Fresh Concrete	1
530			Determining the Effect of H ₂ O-Reducing and Set-Retard. Admix. Drying Shrinkage PCC	1
533	C360 C143	4.03 4.02	Ball Penetration in Fresh Portland Cement Concrete Ball Penetration in Fresh Portland Cement Concrete Slump of Freshly Mixed PCC	
539	C172	4.02	Sampling Fresh Concrete Sampling Freshly Mixed Concrete	
540	C31	4.02	Making, Handling, & Storing Concrete Compressive. Test Specimens in the Field Making & Curing Concrete Test Specimens in the Field	
541			Flow of Grout Mixtures (flow cone method)	1
543	C173	4.02	Air Content of Freshly Mixed Concrete by the Volumetric Method Air Content of Freshly Mixed Concrete by the Volumetric Method	
548			Evaluation of Aggregate for Lean Concrete Base (LCB.)	1

Notes

1. Use the CALTRANS Method.
2. Use the methods of calculation within the applicable test method first. Refer to CTM 105 as necessary.
3. Use the Caltrans Construction Manual procedures as necessary when ASTM D75 or D979 do not adequately cover the item to be sampled.
4. Use the direct transmission method only, the air gap method shall not be used. All nuclear gages must have local Caltrans District calibration within the last year. The data sheets provided by the local Caltrans District shall be used when determining the in-place density.
5. Sample from the job site, across the mat, immediately behind the paving machine (Caltrans Construction Manual).
6. Sample per ASTM D 979 paragraph 4.2.3., sample from the job site, across the mat, immediately behind the paving machine.
7. All nuclear gages used for this test must be calibrated on the six (6) DNTM&R AC Standard Blocks. The Data sheets provided by the local Caltrans District shall be used when determining the in-place density.
8. Recommended Percent (%) AC method for Rubberized Bituminous Paving mixtures.
9. The hand method of shaking is not authorized and shall not be used. An electro-mechanical or hand- operated mechanical. Sand Equivalent shaker must be utilized for this test.
10. This Method covers hot solvent, centrifuge, and vacuum extraction.
11. Compaction Apparatus shall be calibrated in accordance with ASTM D 2168, Method B (ASTM Book 4.08).
12. Test Maximum Density (TMD) shall be performed by Caltrans Test Method 375, Section F. Test Max. Density.
13. Splitters must be of the fixed riffle type (no adjustable splitters).

Exhibit 16-R Sampling and Testing Frequency Table
for projects OFF the SHS

Sample for Local Agency QAPs

Sampling and Testing Frequency Table
for projects OFF the SHS.

HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
 (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
 (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
 (d) Report the average of 3 tested briquettes from a single split source
 (e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density
 (f) No testing required unless warranted by concern ; sample and store until completion of project

SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		

FINE AGGREGATE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

WET MIX			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	

**SAMPLE COVER MEMO SOURCE
INSPECTION REQUEST FROM
LOCAL AGENCY TO
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER
(Prepared By Applicant On Applicant Letterhead)**

To: (DLAE name)
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(District office Address)

Date: _____

Federal-aid Project Number: _____ (if one has been assigned)

Project Description _____

Project Location: _____

Subject: (Source Inspection for Project Name, County) _____

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection") _____

Any question you might have about the above materials should be directed to: _____, at (phone #) _____.

Approved:

(Applicant Representative Name)

(DLAE name)
District Local Assistance Engineer

(Title)

(Date)

(Local agency, name & address)

Exhibit 16-T1: Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
6-1.04 BUY AMERICA		
6-1.04B	Crumb rubber	COC
6-1.04C	Steel and iron materials	COC + cert. mill test reports
11-2 WELDING QUALITY CONTROL		
11-2.03D	Welding	COC
12-3 TEMP. TRAFFIC CONTROL DEVICES		
12-3.03A(3)	Plastic traffic drums	COC
12-3.20A(3)	Type K temporary railing	COC
12-3.23A(3)	Attenuator	COC
12-3.32A(3)	Portable CMS	COC
13-2 WATER POLLUTION CONTROL PROGRAM		
13-9 TEMP. CONCRETE WASHOUTS		
13-9.01C	Fabric bags for gravel-filled bags	COC
	Plastic liner	COC
13-10 TEMP. LINEAR SEDIMENT BARRIERS		
13-10.01C	Fiber rolls	COC
	Silt fence fabrics	COC
	Sediment filter bags	COC
	Foam barriers	COC
	Fabric for gravel-filled bags	COC
16-2.03 TEMP. HIGH-VISIBILITY FENCES		
16-2.03A(3)	High-visibility fabric	COC
18 DUST PALLIATIVES		
18-1.01C	Dust suppressant	COC
	Dust control binders	COC
	Fibers	COC
20 LANDSCAPE		
20-2 IRRIGATION		
20-2.08A(3)	Polyethylene pipe	COC
	Plastic pipe supply line	COC

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
20-3 PLANTING		
20-2.08A(3)	Sod	COC
	Soil amendment	COC
20-5 LANDSCAPE ELEMENTS		
20-5.03A(1)(c)	Filter fabric	COC + product data
20-5.03D(1)(c)	Solidifying emulsion	COC + product data & samples
20-5.04A(3)	Wood mulch	COC + sample & authorization
21-2 EROSION CONTROL WORK		
21-2.01C(1)	Straw	COC
	Weed-free straw	COC + cert. of quarantine
	Fiber	COC
	RECP	COC
	Fasteners	COC
	Hydraulically applied erosion control materials	Submit records
21-2.01C(2)	Compost	Submit reports
21-2.01C(3)	Seed	Submit reports
21-2.01C(4)	Tackifier	COC
	Bonded fiber matrix	COC
24 STABILIZED SOILS		
24-1.01C(1)	Stabilizing agent	COC + sample
24-3 CEMENT STABILIZED SOIL		
24-3.01C	Cement	COC + sample
36-2 BASE BOND BREAKER		
36-2.01C	Base bond breaker	COC
37 BITUMINOUS SEALS		
37-1.01C	Asphalt binder	COC + test results
	Asphalt emulsion	COC + test results
37-3 SLURRY SEALS AND MICRO-SURFACINGS		
37-3.01A(3)	Asphaltic emulsion	COC + samples & test results
	Polymer modified asphaltic emulsion	COC + samples & test results
	Micro-surfacing emulsion	COC + sample & test results
37-2.04 ASPHALT RUBBER BINDER CHIP SEALS		
37-2.04A(3)	Asphalt rubber binder ingredients	COC + permits & submittals

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
37-5 PARKING AREA SEALS		
37-5.01C	Parking area seal material	COC + sample & test results
37-6 CRACK TREATMENTS		
37-6.01C	Crack treatment materials	COC or sample & test results
39-2 HOT MIX ASPHALT		
39-2.01A(3)(f)	Liquid antistripping	COC + sample & production data
39-2.03A(3)(c)	Crumb rubber modifier	COC + test results
	Asphalt modifier	COC + test results
39-2.05A(1)(c)	Asphaltic emulsion	COC + test results
40 CONCRETE PAVEMENT		
40-1.01C(2)	Tie bars	COC
	Splice couplers for threaded bars	COC
	Dowel bars	COC
	Tie bar baskets	COC
	Joint filler	COC
	Epoxy-powder coating	COC
41 EXISTING CONCRETE PAVEMENT		
41-5 JOINT SEALS		
41-5.01C	Liquid joint sealant	COC + SDS & instructions
	Backer rods	COC + SDS & instructions
	Compression joint seal	COC + SDS & instructions
	Lubricant adhesives	COC + SDS & instructions
41-10 DRILL AND BOND BARS		
41-10.01C	Tie bars	COC
	Dowel bars	COC
	Dowel bar lubricant	COC
	Chemical adhesive	COC
	Epoxy powder coating	COC
48-2 FALSEWORK		
48-2.01C(1)	Structural composite lumber	COC + submittals
49-2 DRIVEN PILING		
49-2.02A(3)(d)	Steel pipe piles	COC + tests & mill reports
49-2.03A(3)	Structural shape steel piling	COC + test reports

* For those materials requiring additional information on or with the COC, see specification.

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
51 CONCRETE STRUCTURES		
51-1.01C(3)	Bonding materials	COC or sample & authorization
51-2 JOINTS		
51-2.01A(3)	Polyethylene material for snowplow deflectors	COC
51-2.02B(1)(c)	Sealant	COC + test reports & samples
51-2.02C(1)(c)	Elastomeric joint seal	COC + test reports
	Lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	Joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	Joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	Material used in the joint seals	COC + test reports
51-2.04A(3)	Waterstop material	COC + a statement
51-3 BEARINGS		
51-3.02A(3)(c)	Elastomer for bearing pads	COC + test reports
51-4 PRECAST CONCRETE MEMBERS		
51-4.01C(1)	Concrete box culvert	COC
52 REINFORCEMENT		
52-1.01C(3)	Reinforcement (rebar)	COC + mill test report
52-2 EPOXY-COATED REINFORCEMENT		
52-2.02A(3)(c)	Epoxy-coated reinforcement	COC + submittals
	Patching material	COC + a statement
52-5.01C(4)	Headed bar reinforcement	COC + test reports
52-6 SPLICING		
52-6.01C(5)	Service or butt splice material	COC + submittals
54 WATERPROOFING		
54-3 PREFORMED MEMBRANE WATERPROOFING		
54-3.01C	Preformed membrane sheet	COC + report
54-5 DECK SEAL		
54-5.01C	Preformed membrane sheet	COC + report
57-2 WOOD STRUCTURES		
57-2.01A(3)	Timber and lumber	COC + report
	Glued laminated timbers/decking	COC
57-3 PLASTIC LUMBER STRUCTURES		
57-3.01C(1)	Plastic lumber	COC + test report & sample

* For those materials requiring additional information on or with the COC, see specification.

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
58-2 MASONRY BLOCK		
58-2.01C(7)	CMUs	COC
	Aggregate for grout	COC
	Grout	COC
59 STRUCTURAL STEEL COATINGS		
59-1.01C	Blast cleaning material	COC + SDS
59-5 THERMAL SPRAY COAT STRUCTURAL STEEL		
59-5.01C(1)	Wire feedstock	COC
60-3.04B POLYESTER CONCRETE OVERLAYS		
60-3.04B(1)(c)	Methacrylate resins	COC + samples & test report
	Polyester resins	COC + samples & test report
	Aggregates	COC + samples & test report
61-2 CULVERT AND DRAINAGE PIPE JOINTS		
61-2.01C	Joint systems	COC + test results & reports
	Couplers	COC
64 PLASTIC PIPE		
64-1.01C	Plastic pipe	COC + report
65-2 REINFORCED CONCRETE PIPE		
65-2.01C	RCP, direct design method	COC + report
66 CORRUGATED METAL PIPE		
66-1.01C	Corrugated steel materials	COC
	Corrugated aluminum materials	COC
67-3 METAL LINE PLATE PIPE		
67-3.01C	Metal liner plate pipe	COC + mill test reports
68 SUBSURFACE DRAINS		
68-1.01C	Subsurface drain	COC
68-2 UNDERDRAINS		
68-2.01C	Pipe	COC
	Tubing	COC
	Fittings	COC
68-7 GEOCOMPOSITE DRAIN SYSTEMS		
68-7.01C	Geocomposite drain	COC + flow capability graph

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
69 OVERSIDE DRAINS		
69-1.01C	Steel pipe piles	COC
	Aluminum	COC
	Plastic	COC
70-6 GRATED LINE DRAINS		
70-6.01C	Grated line drains	COC + docu. & inspec. report
71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS		
71-3.09A(1)(c)	Reel of PVC strip	COC + report
72-16 GABIONS		
72-16.01C	Gabion basket	COC
	PVC coating	COC + identify
75-3 MISCELLANEOUS BRIDGE METAL		
75-3.01C(1)	Anchorage devices	COC
75-3.01C(2) BRIDGE DECK DRAINAGE SYSTEM		
75-3.01C(2)	Fiberglass pipe and fittings	COC
80-3 CHAIN LINK FENCES		
80-3.01C	Protective coating system	COC
	Posts and braces	COC + test results
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES		
81-2 DELINEATORS		
81-2.01C	Metal target plates	COC
	Enamel coating	COC
81-3 PAVEMENT MARKERS		
81-3.01C	Pavement markers	COC
82 SIGNS AND MARKERS		
82-2 SIGN PANELS		
82-2.01C	Aluminum sheeting	COC
	Retroreflective sheeting	COC
	Screened-process colors	COC
	Nonreflective, opaque, black film	COC
	Protective overlay film	COC

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
82-5 MARKERS		
82-5.01C	Metal target plates	COC
	Enamel coating	COC
	Retroreflective sheeting	COC
83-3 CONCRETE BARRIERS		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS		
84-2.01C	Thermoplastic	COC + autho., SDS & data sheet
	Paint	COC + autho., SDS & data sheet
	Glass beads	COC + autho., SDS & data sheet
	Thermoplastic primer	COC + test results
DIVISION X ELECTRICAL WORK		
86-1.01C(6)	Signal heads	COC + test data
	Visors	COC + test data
87-2 LIGHTING SYSTEMS		
87-2.01C	High mast lighting luminaires	COC + test data
90 CONCRETE		
90-1.01C(3)	Cementitious materials	COC + app. signature
	Blended cement	COC + app. signature
90-1.01C(4)	Admixture	COC + authorization
90-1.01C(5)	Curing compound	COC + test samples
90-2 MINOR CONCRETE		
90-2.01C	Minor concrete	COC + weighmaster cert
90-3 RAPID STRENGTH CONCRETE		
90-3.01C(3)	Aggregate	COC + certified weight
	Cementitious materials	COC + certified weight
	Admixtures	COC + certified weight
90-4 PRECAST CONCRETE		
90-4.01C(2) and 90-4.01D(2)(a)	Cementitious materials	COC + app. signature
	Precast members (each)	COC + app. signature
	Curing compound	COC + test samples
94 ASPHALTIC EMULSIONS		
94-1.01C	Asphaltic emulsion	COC + reports

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
95 EPOXY		
95-1.01C	Epoxy	COC
96 GEOSYNTHETICS		
95-1.01C(1)	Geosynthetic	COC + test samples

* For those materials requiring additional information on or with the COC, see specification.

Greenbook 2018
Materials Requiring a Certificate of Compliance or Certified Test Reports

Material		Section #	Section Title	Additional Comments
1		4-5	Certificate of Compliance	General Requirements
2	Weighing and Metering Equip.	4-7	Weighing and Metering Equipment	Engineer to "approve" prior to operation.
3	Cement	201-1.21	Cement	
4	Fly Ash	201-1.2.5.3	Fly Ash	Specific language/info required on the COC. Must also submit test data upon request.
5	Pozzolans	201-1.2.5.4	Class N Pozzolans	Specific language/info required on the COC. Must also submit test data upon request.
6	Joint Sealant , Type E	201-3.9	Test Report and Certification	Specific language/info required on certified test reports.
7	Curing Compound	201-4.3	Test Report and Certification	Must submit certified test report upon request.
8	Paving Asphalt	203-1.3	Test Report and Certification	Specific language/info required on certified test reports.
9	Liquid Asphalt	203-2.2	Test Report and Certification	Specific language/info required on certified test reports.
10	Microsurfacing Emulsion (MSE)	203-3.5	Certificate of Compliance	With each load. Must also submit test data upon request.
11	Latex	203-10.2.2	Latex	Specific language/info required on the COC.
12	Asphalt Rubber Hot Mix (ARHM)	203-11.2	Materials	Must also submit test reports with the COC.
13	Crumb Rubber Modifier (CRM)	203-11.2.3.1	General (Crumb Rubber Modifier)	Specific language/info required on the COC.
14	Treated Wood	204-2.4	Quality Control	Specific language/info required on the COC.
15	Structural Steel , Rivets, Bolts, Pins	206-1.1.2	Certification	Specific language/info required on certified test reports.
16	Gray Iron and Ductile Iron Castings	206-3.4.2.1	General (Tensile Testing)	Must also submit test reports with the COC.
17	Gray Cast Iron Castings	206-3.4.2.2	Gray Cast Iron Castings	Specific language/info required on the COC and must submit certified test results.
18	Ductile Iron Castings	206-3.4.2.3	Ductile Iron Castings	Specific language/info required on the COC and must submit certified test results.
19	Corrugated Steel Pipe, pipe arches.	207-11.2.1	General (Materials)	

20	Structural Steel Products	207-12.2.1	General (Materials)	Specific language/info required on the COC.
21	Structural Aluminum Products	207-14.2.1	General (Materials)	Specific language/info required on the COC.
22	PVC Pipe	207-17.4.1	General (Test Requirements)	
23	PolyPropylene Pipe	207-25.6.1	General (Man. Facility Testing)	
24	Materials used in Sewers	211-2	Chemical Resistance (Pickle Jar) Test	Specific language/info required on the COC.
25	Viscometer Calibration	211-4.2	Calibration	
26	Engineering Geosynthetics	213-1	General (Engineering Geosynthetics)	Specific language/info required on the COC.
27	Traffic Paint, Thermo and Markers	214-2	Test Reports And Cert. of Compliance	Specific language/info required on certified test reports OR COC
28	Precast Reinforced Concrete Box	216-8	Basis of Acceptance	
29	Fiberglass Standards	700-3.3.4	Fiberglass Standards	Specific language/info required on the COC and test reports.
30	Conductors for Series Circuits, 5000V	700-4.2.2	Conductors for Series Circuits	
31	Conductors and Cable	700-5.3.1	General (Conductors and Cable)	
32	Lamp Receptacle Conductors	700-5.5.7	Electrical Components	COC Required if required information is not marked on the insulation.
33	LED Signal Modules	700-5.5.11.8	Certificate of Compliance	
34	LED Pedestrian Signal Module	700-5.6.6.7	Certificate of Compliance	



Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
 MR-0548 (REV. 5/93) SCT-7841-6020-2

PRECAST CONCRETE PRODUCTS OR SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>
TYPE <u>II MODIFIED</u>	
CHEMICAL ADMIXTURE	
1. BRAND <u>ABC. ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	
2. BRAND	MANUFACTURER
TYPE	

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED.

MINERAL ADMIXTURE	
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED.

DELIVERY DATE (Ready Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)
--	--------------------------------

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and lin. h. of pipe, etc., delivery slip numbers for ready mix.)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS
A.E.B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE
Joe Anderson



Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement

Supplied by ABC Cement Company complies with all requirements for Type II Portland Cement when tested in accordance with ASTM C - 494.

Local Agency Project No.

HP21L - 5055 - 111

Albert Howakowa

Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07



Appendix F - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.



Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling

and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

Note: The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

See the attachment (next page)



Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders

Resident Engineer (Print Name)

Bill Sanders

Resident Engineer (Signature)

July 4, 2007

Date

EXHIBIT 17-G MATERIALS CERTIFICATE

Materials Certificate

CITY/COUNTY LETTERHEAD
(Sample)

Date: _____
Federal-Aid Project No.: _____
Caltrans File Category 61: _____
Job Stamp _____

Subject: Materials Certification

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

Exceptions to the plans and specifications are explained on the back of this memorandum (or on attached sheet).

No exceptions to the plans and specifications were found.

Signature of local agency engineer in responsible charge of project and title

Distribution: (For all projects) 1) Local agency Project Files (original)
2) DLAE (1 copy in Report of Expenditures)
(For projects on the NHS) 3) FHWA (1 copy)


Exhibit 16-Z2 Acceptance Testing Results Summary Log

Test Method Name: _____

Test Method Number: _____

Project Name: _____

Contract Number: _____

Test Number	Date Sampled	Name of Sampler or Tester		Production		Test Results			Remarks
		Tester Certification on file?		Location (Stations, depths, etc)	Production Quantity Represented	Required Result	Actual Result	Pass/Fail	
1			<input type="checkbox"/>						
2			<input type="checkbox"/>						
3			<input type="checkbox"/>						
4			<input type="checkbox"/>						
5			<input type="checkbox"/>						
6			<input type="checkbox"/>						
7			<input type="checkbox"/>						
8			<input type="checkbox"/>						
9			<input type="checkbox"/>						
10			<input type="checkbox"/>						
11			<input type="checkbox"/>						
12			<input type="checkbox"/>						
13			<input type="checkbox"/>						
14			<input type="checkbox"/>						
15			<input type="checkbox"/>						
16			<input type="checkbox"/>						
17			<input type="checkbox"/>						
18			<input type="checkbox"/>						
19			<input type="checkbox"/>						
20			<input type="checkbox"/>						
21			<input type="checkbox"/>						
22			<input type="checkbox"/>						
23			<input type="checkbox"/>						
24			<input type="checkbox"/>						
25			<input type="checkbox"/>						



Appendix H - Example of a Log Summary Sheet

Subgrade Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
5/15/07	231	1+ 00 (30' L)	99.00	93	90 or greater	Passed	N/A
5/16/07	231	1+ 50 (20' R)	100.50	94	90 or greater	Passed	N/A
5/17/07	231	2+ 25 (25' R)	101.00	96	90 or greater	Passed	N/A
5/18/07	231	1+ 50 (30' L)	101.50	95	95 or greater	Passed	N/A
5/19/07	231	2+ 50 (20' L)	102.00	92 *	95 or greater	Failed	See Note 1
5/19/07	231	2+ 50 (20' L)	102.00	95	95 or greater	Passed	N/A

CT 231 = Compaction (Nuclear Gage)

* Note 1: The Contractor used a water tank to dampen the soil surface at the failed subgrade location. Using a sheep's foot compactor, he reworked the subgrade (making at least 10 passes) from Station 2+ 00 to Station 3+ 00. After approximately 30 minutes, another compaction test was taken. This time the relative compaction was 95.

Aggregates and Base Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
6/20/07	202	1+ 00 (10' R)	102.50	See data sheet	See data sheet	Passed	N/A
6/20/07	202	2+ 00 (20' L)	102.50	See data sheet	See data sheet	Passed	N/A
6/22/07	217	1+ 00 (10' R)	102.50	75	25 or greater	Passed	N/A
6/22/07	217	2+ 00 (20' L)	102.50	83	25 or greater	Passed	N/A
6/20/07	227	1+ 00 (20' R)	102.50	86	71 or greater	Passed	N/A
6/20/07	227	1+ 50 (20' L)	102.50	85	71 or greater	Passed	N/A
6/24/07	231	2+ 00 (20' R)	102.50	98	95 or greater	Passed	N/A
6/24/07	231	2+ 50 (20' L)	102.50	97	95 or greater	Passed	N/A

CT 202 = Sieve Analysis, CT 217 = Sand Equivalent, CT 227 = Cleanness Value,
 CT 231 = Compaction (Nuclear Gage)



Appendix H (continued)

Hot Mix Asphalt

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
7/10/07	339	1+ 00 (10' R)	103.00	0.08 gal/ sq yd	0.05 -0.10 gal/sq yd	Passed	N/A
7/10/07	366	2+ 00 (20' L)	103.00	32	>23	Passed	N/A
7/10/07	366	1+ 00 (10' R)	103.00	41	>23	Passed	N/A
7/10/07	375	2+ 00 (20' L)	103.00	94	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 00 (20' R)	103.00	96	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 50 (20' L)	103.00	95	RC = 93 to 97	Passed	N/A

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value
 CT 375 = In-Place Density & Relative Compaction

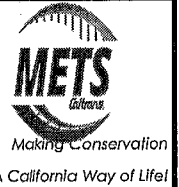
Portland Cement Concrete

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
9/25/07	504	10 + 50 (50' R)	102.50	6.5%	>6.0%	Passed	N/A
9/25/07	533	12 + 50 (50' R)	102.50	1.5"	<2"	Passed	N/A
9/25/07	518	11 + 50 (50' R)	102.50	151 lb/cu ft	> 145 lb/cu ft	Passed	N/A
9/25/07	521	10 + 50 (50' R)	102.50	28 day = 4200 psi	>3800 psi	Passed	N/A
9/28/07	521	11 + 50 (50' R)	102.50	28 day = 4290 psi	>3800 psi	Passed	N/A
9/30/07	521	12 + 50 (50' R)	102.50	28 day = 4160 psi	>3800 psi	Passed	N/A

CT 504 = Air Content, CT 518 = Unit Weight, CT 521 = Compressive Strength,
 CT 533 = Ball Penetration

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES
 MATERIALS ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES
 OFFICE OF MATERIALS MANAGEMENT AND INDEPENDENT ASSURANCE
 TRANSPORTATION LABORATORY-MS 5
 5900 FOLSOM BLVD.
 SACRAMENTO, CA 95819-4612

Status: Compliance**Quality Assurance Program REVIEW/ACCEPTANCE LETTER**

Name of Agency: City of Costa Mesa DATE: 04/06/2021
 Address: 77 Fair Drive, Costa Mesa, CA 92626
 Telephone Number: (714) 754-5335 Fax: Missing
 Name and Title of person In Charge: Seung Yang, RCE# 66786, Exp.09/30/2022
City Engineer

The document will be reviewed for compliance to California Department of Transportation, Quality Assurance (QAP) Manual for Use by Local Agencies (Jan. 20, 2011 revision) and Federal Highway Administration, 23 CFR 637.

A. Document Reviewed

ITEM NO.	DESCRIPTION
1	City of Costa Mesa Quality Assurance Program (QAP) dated : 03/31/2021
2	Caltrans Local Assistance District: District 12
3	Local Assistance area engineer -Anh Nghiem, Email: anh.nghiem@dot.ca.gov, Phone: (657) 328-6290

B. Conditions of acceptance

ITEM NO.	DESCRIPTION
1	Document was reviewed and found to be in <u>COMPLIANCE</u> to our requirements
2	CONDITIONS OF COMPLIANCE accepted as part of this QAP:
2.1	This QAP is applicable to all projects on NHS, SHS, and non-NHS
2.2	Material testing and sampling frequency table: see Appendix B (also attached to this QAP)
2.3	Test Method (when use): CTM - only Caltrans certified laboratory & tester will perform Acceptance Testing (AT), a secondary Independent Assurance Program (IAP) is not required.
2.4	Test Method (when use): AASHTO/ASTM - qualified laboratory & tester to perform Acceptance Testing (AT) and a separate laboratory and tester with similar or higher qualification to perform Independent Assurance Program (IAP) must be hired through local agency and conform to Section 5 of QAP Manual, Rev. Jan 20, 2011
2.5	Project on NHS/SHS will conform to testing program per item B.2.3 and AASHTO where CTM is not available.
2.6	Agency will use certified private materials laboratory. Check https://sla.dot.ca.gov/ for most update certifications.
3	Provide a signed hard copy to District 12 area engineer and/or DLAE for archive.
4	This document(letter) shall be a part of QAP, to be attached to project construction document to be reviewed by Oversight Engineer and/or FHWA.

C. Reviewed by

Rabiul Hyder. Email: rabiul.hyder@dot.ca.gov
 Caltrans, METS/OMM&IA SOUTH - (916) 708-7152

 here

CERTIFIED Independent Assurance Engineer

04/06/2021

DATE.

APPENDIX E

Sample Public Services Agreement

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01

This Agreement template is for informational purposes only and is intended for use as an example to vendors showing the City's requirements. When making a request, please submit only the Request form, above, and supporting documents.

**PROFESSIONAL SERVICES AGREEMENT
FOR**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform _____ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this

Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender 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 Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed _____ Dollars (\$_____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of ___ (X) year, ending on _____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) 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."
- (c) 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."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section 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.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel:
Fax:
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-
Fax: 714-754-
Attn:

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in

any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. . If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant 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.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to

this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. 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

Mayor of the City of Costa Mesa
CONSULTANT

Date: _____

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

Date: _____

City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Date: _____

Project Manager

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;**

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

b. Establishing a Drug-Free Awareness Program to inform employees about:

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/23/2010

PRODUCER
[REDACTED]

INSURED
[REDACTED]

* Sample *

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Travelers Indemnity Co. of Connecticut
 INSURER B: Travelers Property Casualty Co of America
 INSURER C: Liberty Insurance Underwriters, Inc.
 INSURER D: Travelers Casualty Ins. Co. of America
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	[REDACTED]	8/15/2009	8/15/2010	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$0	[REDACTED]	8/15/2009	8/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	[REDACTED]	9/1/2009	9/1/2010	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	[REDACTED]	3/25/2010	3/25/2011	\$1,000,000 per claim \$2,000,000 annual agrg

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RECEIVED

MAR 24 2010

RISK MGMT.

CERTIFICATE HOLDER City of Costa Mesa
77 Fair Dr.
Costa Mesa CA 92626

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION 10 Day Notice for Non-Payment of Prem
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE
[REDACTED]

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Sample

POLICY NUMBER: ...

COMMERCIAL GENERAL LIABILITY
ECG 24 514 05 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization:

- a. From whom you did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that your operations for that person or organization commenced; or
- b. For whom a certificate of insurance evidencing that request is not on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.

APPENDIX F

Required City Forms

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01



VENDOR APPLICATION FORM
FOR
RFP No. _____ for _____

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. _____ FOR _____** at any time after **November 09, 2020**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____ FOR _____**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX G

Federal Forms & Requirements

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01

DLA SUBCONTRACTING REQUEST

DOT LAPM 16-B (NEW 12/2021)

REQUEST NUMBER

CONTRACTOR NAME				COUNTY		ROUTE	
BUSINESS ADDRESS				CONTRACT NUMBER			
CITY AND STATE				ZIP CODE		FEDERAL-AID PROJECT NUMBER <i>(from special provisions)</i>	

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1	2		

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE
------------------------	------

This section is to be completed by the resident engineer.

1. Total of bid items	\$ _____
2. Bid items previously subcontracted	\$ _____
3. Bid items subcontracted (this request)	\$ _____
4. Total of lines 2 and 3	\$ _____
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %)	\$ _____
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %)	\$ _____

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution: Original - Contractor Copy - Resident Engineer

DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form DOT LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED
SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

PROJECT DESCRIPTION	DISTRICT	FEDERAL PROJECT NUMBER
PROJECT LOCATION	COUNTY	LOCAL PUBLIC AGENCY (LPA)
CONTRACTOR NAME	AWARD AMOUNT \$	

Complete a Commercially Useful Function (CUF) evaluation for each Disadvantaged Business Enterprise (DBE) company performing on a federal-aid contract, with or without a DBE goal. Perform the evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

EVALUATOR INFORMATION

EVALUATOR'S NAME	EMAIL ADDRESS	EVALUATION DATE
EVALUATOR'S TITLE	PHONE NUMBER	

PRIME CONTRACTOR EVALUATION MEETING INFORMATION

N/A

CONTRACTOR REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
CONTRACTOR REPRESENTATIVE TITLE		

DBE CONTRACT COMMITMENT

DBE Total Contract Commitment		DBE Company Commitment		DBE Company Work Completed to Date	
%	\$	%	\$	%	\$

DBE COMPANY INFORMATION

DBE COMPANY NAME	COMPANY EMAIL ADDRESS	COMPANY PHONE NUMBER
DBE COMPANY OWNER	DBE ADDRESS	
NAICS CODES	WORK CODES	
ADDRESS LOCATION <input type="checkbox"/> Storefront <input type="checkbox"/> Warehouse <input type="checkbox"/> Yard <input type="checkbox"/> Manufacturing Plant or Facility		OPEN TO THE PUBLIC? <input type="checkbox"/> Yes <input type="checkbox"/> No
DBE REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
DBE REPRESENTATIVE TITLE		

BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK (Include the bid item number and item description)

Attach a copy of subcontract agreement or purchase order as applicable.

TYPE OF DBE

DBE company is performing as:

- | | | |
|---|---|--|
| <input type="checkbox"/> Prime Contractor (Section 1) | <input type="checkbox"/> Trucking (Section 2) | <input type="checkbox"/> Professional Services (Section 5) |
| <input type="checkbox"/> Subcontractor (Section 1) | <input type="checkbox"/> Regular Dealer (Section 3) | <input type="checkbox"/> Broker (Section 6) |
| <input type="checkbox"/> Tier Subcontractor (Section 1) | <input type="checkbox"/> Manufacturer (Section 4) | |

Complete the appropriate section to document the evaluation.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME		DBE COMPANY NAME	

DBE COMMERCIALLY USEFUL FUNCTION EVALUATION DETERMINATION

For the DBE performing a Commercially Useful Function, the DBE CUF evaluation identified:

- No Deficiencies
 The Following Deficiencies:

Number	CUF Deficiency
1	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY
2	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY

For Commercially Useful Function full credit, the DBE CUF evaluation identified:

- No Inadequacies
 The Following Inadequacies:

Number	CUF Inadequacy
1	SECTION
	QUESTION
	DESCRIPTION OF INADEQUACY

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

DBE CUF DETERMINATION

- DBE is Performing a Commercially Useful Function**
 Based on the evaluation, the DBE is performing a Commercially Useful Function.
- DBE is Not Performing a Commercially Useful Function**
 Based on the evaluation, the DBE was not performing a Commercially Useful Function.

EVALUATOR NAME	SIGNATURE	DATE
----------------	-----------	------

CONTRACTOR CERTIFICATION

LPA Evaluation

I certify under penalty of perjury that the information provided in this form is complete and accurate.

CONTRACTOR NAME	SIGNATURE	DATE
-----------------	-----------	------

LPA VERIFICATION

The information provided in this form has been verified to be complete and accurate.

COMPLETENESS

VERIFIED BY NAME - INSPECTOR	SIGNATURE	DATE
------------------------------	-----------	------

BASED ON CERTIFIED PAYROLLS

VERIFIED BY NAME - RESIDENT ENGINEER	SIGNATURE	DATE
--------------------------------------	-----------	------

BASED ON ATTACHMENTS & DOCUMENTS

VERIFIED BY NAME - DBE LIAISON	SIGNATURE	DATE
--------------------------------	-----------	------

NO RESPONSES & CUF DETERMINATION

VERIFIED BY NAME - EMPLOYEE IN RESPONSIBLE CHARGE	SIGNATURE	DATE
---	-----------	------

RESIDENT ENGINEER CERTIFICATION

I certify that I have reviewed the information submitted in this DBE CUF evaluation and have made the following CUF determination:

- DBE is Performing a Commercially Useful Function**
- DBE is Not Performing a Commercially Useful Function**

RESIDENT ENGINEER NAME	SIGNATURE	DATE
------------------------	-----------	------

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

COMPLETED EVALUATIONS SUBMITTAL

Submit DBE Commercially Useful Function Evaluation to the Contractor	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the DBE company	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the LPA Labor Compliance Office	SUBMITTED BY NAME	DATE
Submit non-compliant DBE Commercially Useful Function Evaluation to LPA Resident Engineer	SUBMITTED BY NAME	DATE

ATTACHMENTS

Record or Document	File Name
<input type="checkbox"/> Subcontract Agreement	
<input type="checkbox"/> Purchase Order	
<input type="checkbox"/> Daily Work Records	
<input type="checkbox"/> Certified Payrolls	
<input type="checkbox"/> Invoices	
<input type="checkbox"/> Cancelled Checks	
<input type="checkbox"/> Equipment Ownership	
<input type="checkbox"/> Materials on Hand	
<input type="checkbox"/> Lease or Rental Agreement	
<input type="checkbox"/> Haul Tickets or Bills of Lading	
<input type="checkbox"/> Delivery Tickets	
<input type="checkbox"/>	

ADA Notice

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GENERAL INFORMATION

- Pursuant to 49 Code of Federal Regulations (CFR) 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation..." The purpose of this form is to provide documentation of evaluating DBEs for compliance with the CFR commercially useful function requirements.

FORM

- **PROJECT DESCRIPTION:** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, etc.).
- **PROJECT LOCATION:** Enter the project location(s) as it appears on the project advertisement.
- **DISTRICT:** Enter the district number of the project.
- **FEDERAL PROJECT NUMBER:** Enter the federal project number.
- **COUNTY:** Enter the abbreviation for the county where the project is located.
- **LOCAL PUBLIC AGENCY:** A California city, county, tribal government, or other local public agency.
- **CONTRACTOR NAME:** Company name of the prime contractor.
- **AWARD AMOUNT:** Contract Award without the contingency.

EVALUATOR INFORMATION

- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **EMAIL ADDRESS:** Evaluator's email address.
- **EVALUATION DATE:** Date the evaluation took place with the DBE and prime contractor.
- **EVALUATOR TITLE:** Title of the individual conducting the evaluation.
- **PHONE NUMBER:** Evaluator's phone number.

PRIME CONTRACTOR EVALUATION MEETING INFORMATION

- **CONTRACTOR REPRESENTATIVE:** Name, email address, phone number and title of the contractor's representative attending the evaluation meeting.

DBE CONTRACT COMMITMENT

- **DBE TOTAL CONTRACT COMMITMENT:** Enter the percentage and dollar amount of the total DBE commitment on this contract.
- **DBE COMPANY COMMITMENT:** Enter the calculated percentage and dollar amount the contractor has committed to the DBE company based on the subcontract amount or purchase order amount for materials.
- **DBE COMPANY WORK COMPLETED TO DATE:** Enter the percentage and dollar amount of DBE completed work performed or materials supplied to date for the DBE company.

DBE COMPANY INFORMATION

- **DBE COMPANY NAME:** Enter the name of the DBE contractor, subcontractor, trucker, or materials supplier.
- **COMPANY EMAIL ADDRESS:** Enter DBE company email address.
- **COMPANY PHONE NUMBER:** Enter DBE company phone number.
- **DBE COMPANY OWNER:** Enter the name of the DBE company owner.
- **NAISC CODES:** Enter the North American Industry Classification System code for the DBE company.
- **WORK CODES:** Enter the work codes that the DBE is certified to perform.
- **DBE ADDRESS:** Enter the physical address of the DBE company.
- **ADDRESS LOCATION:** Check the appropriate box for storefront, warehouse, yard, manufacturing plant, or facility.
- **OPEN TO THE PUBLIC:** Check box either "Yes" or "No" whether the storefront, warehouse, yard, manufacturing plant, or facility is open to the public.
- **DBE REPRESENTATIVE:** Name, email address, phone number and title of the DBE's representative attending the evaluation meeting. If there is no DBE representative attending the evaluation meeting, enter "None" in these fields.
- **BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK:** Provide a description of the work the DBE will perform or the materials that will be supplied by a DBE company.
- **TYPE OF DBE:** Check the appropriate box for prime contractor, subcontractor, tier subcontractor, trucking, regular dealer, manufacturer, professional services, or broker based on what the DBE is performing on the contract. Select all boxes that apply for the DBE company based on scope of work.

CUF DETERMINENTS

Complete the appropriate section for the type of work performed or materials supplied by the DBE company as indicated by the checked box on page 1 of the form. **Questions in BOLD font** indicate questions that impact **CUF determining factors**. Questions underlined on this form are used to determine if the DBE work is eligible for full credit.

For more information about CUF determining factors, refer to the "[FHWA Tips of Evaluating a Commercially Useful Function](https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf)" or: <https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf>

Refer to APPENDIX B: DBE Commercially Useful Function Evaluation Instructions in the *State Highway Project Procedures Disadvantaged Business Enterprise Commercially Useful Function Compliance and Monitoring Guide* for completing the evaluation.

The evaluation questions are based on the following requirements to determine whether a DBE is performing CUF.

SECTION 1: DBE CONTRACTOR OR SUBCONTRACTOR EVALUATION

Management

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor or superintendent
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents

- Subcontract Agreement or Purchase Order
- DBE monthly progress reports
- Daily work records
- Certified payrolls

Equipment

- The DBE owns, rents or leases equipment
- The DBE may lease specialized equipment with an operator
- The DBE provides the operator and is responsible for all labor and compliance for non-specialized equipment
- The DBE's marking or emblem is on the equipment

Records or Documents

- Invoices
- Haul tickets or bills of lading
- Lease agreements
- Daily work records
- Ownership documents, such as title, registration, vehicle identification number
- Cancelled checks

Materials

- The DBE is ordering materials and invoices indicate the DBE is the customer
- The DBE is determining the quality and quantity of materials
- The contact person is employed by the DBE
- The DBE is paying for the materials

Records or Documents

- Invoices
- Material on Hand documents
- Delivery tickets, haul tickets or bills of lading
- Daily work records
- Cancelled checks
- Subcontract agreement

SECTION 2: TRUCKING

Management

- DBE is managing the arrangement of and scheduling the trucks
- DBE is required to own and operate at least on fully licensed, insured and operational truck on the contract

Workforce

- DBE is allowed to lease trucks from DBEs and non-DBEs
- DBE keeps a regular workforce and has its own employees
- DBE is utilizing its own equipment
- Operation of the equipment must be subject to the full control of the DBE

Records or Documents

- Subcontract agreement or purchase order
- Equipment ownership, rental or lease documents
- Payroll records
- List of trucks, truck unit numbers and vehicle identification numbers

CUF DETERMINANTS

SECTION 3: REGULAR DEALER (60% Credit)

Regular Dealer

- The DBE has a regular trade with a variety of customers
- The DBE has an inventory of the materials and supplies to be provided on the contract
- For bulk items, the DBE both owns and operates distribution equipment
- The DBE is responsible for the delivery

Records or Documents

- Invoices
 - Delivery tickets or haul tickets
 - Purchase order
 - List of inventory
 - Cancelled checks
-

SECTION 4: MANUFACTURER (100% Credit)

Manufacturer (100% Credit)

- Maintain a factory or establishment that produces on the premises the materials or supplies required on the contract
- Alter or fabricate the product

Records or Documents

- Purchase order
 - Material sources
 - Material invoices and billing invoices
 - Bills of lading and shipping tickets
-

SECTION 5: PROFESSIONAL SERVICES (100% Credit)

Management

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents

- Invoices
 - List of equipment
 - Cancelled checks
-

SECTION 6: BROKER

Performance

- DBE broker is performing the bid item work committed to them on the DBE Commitment Form and their agreement

Records or Documents

- Invoices
- Cancelled checks

Management

- For procurement of materials, supplies and trucking, DBE is scheduling procurement of materials and supplies or trucking for delivery of materials and supplies, and other related actions for performance of the work.
- For bonding or insurance, DBE provided the bonds or insurance.
- Preparing and submitting invoices.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION**

DOT LAPM 9-J (NEW 05/2023)

Page 8 of 8

DBE COMMERCIALLY USEFUL FUNCTION EVALUATION FINDING

If you answered "NO" to any of the bold evaluation questions on this form, you must evaluate the eligibility of the DBE to participate and receive credit for their performance of work. If you answered "NO" to any underlined questions on this form, you must evaluate whether the DBE work is eligible to receive full credit. If you are unsure of a DBE's eligibility, contact Division of Construction's Labor Compliance Program located at headquarters for guidance.

- **DEFICIENCIES:** Describe any deficiencies found that must be corrected by the contractor to allow DBE participation and credit for the DBE on the contract.
- **INADEQUACY:** Describe any inadequacies found that must be corrected by the contractor to allow full credit for the DBE on the contract.
- **EVALUATION FINDING:** Check the box for either "DBE is Performing a Commercially Useful Function" or "DBE is Not Performing a Commercially Useful Function."
- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **SIGNATURE:** Signature of evaluator.
- **DATE:** Date signed by evaluator.

CONTRACTOR CERTIFICATION

Required when the contractor is completing the evaluation.

- **CONTRACTOR NAME:** Name of the contractor representative.
- **SIGNATURE:** Signature of contractor.
- **DATE:** Date signed by contractor.

LPA VERIFICATION

Verification is required for completeness: DBE employees are shown on DBE certified payrolls, responses to questions based on attachments are provided, explanation of "NO" responses to questions are provided, and CUF determination is appropriate.

- **VERIFIED BY NAME:** Name of the individual conducting the verification.
- **SIGNATURE:** Signature of verifier
- **DATE:** Date signed by verifier.

RESIDENT ENGINEER CERTIFICATION

Resident engineer reviews the evaluation and certifies either that "DBE is Performing a Commercially Useful Function" or "DBE is Not Performing a Commercially Useful Function." Discuss with the contractor any deficiency on the form and require submittal of a corrective action plan.

- **RESIDENT ENGINEER:** Name of the resident engineer.
- **SIGNATURE:** Signature of resident engineer.
- **DATE:** Date signed.

COMPLETED EVALUATIONS SUBMITTAL

Submit completed evaluation forms to the contractor, DBE company and LPA Labor Compliance Officer and submit non-compliant evaluations with deficiencies or inadequacies to DLAE.

- **SUBMITTED BY:** Name of individual submitting form.
- **DATE:** Date form was submitted.

ATTACHMENTS

Check a box for each attachment and provide the electronic file name of the attachment. The attachment list will expand to allow for additional attachments.

EXHIBIT 9-P: PROMPT PAYMENT CERTIFICATION

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt (\$)	(6) Total DBE Commitment Amt (\$)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment (\$)	(16) Amount Paid To Sub to Date (\$)	(17) Total committed to this Subcontractor (\$)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage *
Totals					0.00	0.00	0.00			

List all first-tier subcontractors/subconsultants regardless of tier whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature

(22) Date

(25) Prime Contractor Manager's Name

(26) Phone

Local Agency certifies that all information on this form is complete.

(23) Local Agency Representative's Signature

(24) Date

(27) Local Agency Representative's Name

(28) Phone

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month			Year	
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
Total Amount Paid					\$		

Prime Contractor	Business Address	Business Phone No.
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*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date
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MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE:	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT:	5. PROJECT LOCATION: (County and State)
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This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March 2025.

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20 (INSERT YEAR)

JOB CATEGORIES	TABLE A										TABLE B											
	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		WHITE/HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE/NON-HISPANIC OR LATINO		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C (Table B data by racial status)																						
APPRENTICES	0	0	0	0																		
OJT TRAINEES	0	0	0	0																		

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE	10. REVIEWED BY: (Signature and Title of State Highway Official)	11. DATE
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INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE0) or the date of the Certification Certificate mailed out by OBE0.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

FHWA Tips on Evaluating a Commercially Useful Function

Of all the many elements in the DBE program there is one that can have the most detrimental impact on the ability of the prime contractor to meet its contract goal as well as the ability of a recipient to meet its overall goal. This element is commonly referred to as commercially useful function or "CUF". How can just one element of the program have such an impact achieving the results Congress intended when it established the DBE program?

Both the prime contractor and the State Transportation Agency (STA) receive credit toward the DBE goal (contract and overall) only when a DBE working on a contract performs a CUF. DBEs generally perform work on a contract either as a contractor, a trucker, a regular dealer, or a manufacturer. While each of these categories is evaluated differently when determining whether the DBE has performed a CUF, there is one guiding principle that must be followed. Under the terms established in 49 CFR §26.55, a DBE firm performs a CUF when it is:

"Responsible for execution of the work of the contract or a distinct element of the work . . . by actually performing, managing, and supervising the work involved."

The question contract administrators often face is, "What are the management, supervision, and performance actions of a DBE firm that satisfactorily meet this requirement?" Evaluating these areas will form the basis to render a determination that a DBE has in fact performed a CUF. The contract is the one key reference point for any contract administrator and it is essential for this evaluation process. The contract has an effective description of the work to be performed by a DBE and is a legally recognized document.

The USDOT DBE regulations identify the following key factors that should be analyzed when determining whether a CUF is being performed:

- ❑ Evaluation of the amount of work subcontracted, whether it is consistent with normal industry practices;
- ❑ Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal;
- ❑ When the DBE furnishes materials, the DBE must be responsible for negotiating the price, for determining the quality and quantity of the material, ordering the material, and paying for it. As a contractor, a DBE firm would typically be hired to both furnish the material and install it with its own labor force;
- ❑ Whether the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In essence, was the role merely a contrived arrangement for the purpose of meeting the DBE contract goal?

In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those performed by non-DBEs. A DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the program. The firm's role must not be a superfluous step added in an attempt to obtain credit towards the goal.

Normal Industry Practice

One of the most important elements to consider in any analysis of whether the DBE is performing a CUF is determining whether its role on the project is consistent with “normal industry practice.” This means, one must determine if the DBE is performing the work or services in the manner normally performed by all contractors—DBEs and non-DBEs. However, even if a DBE is performing pursuant to normal industry practices if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

One general rule of thumb that can be considered is whether a DBE would be performing in the same manner if there was no DBE program. As further evidence of meeting normal industry practice, one must consider if the DBE performs this work on non-federally assisted contracts.

Monitoring

In keeping with normal contract requirements, it is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. The STA, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the STA.

The STA needs to have sufficient field personnel and general headquarters staff to monitor the performance of work performed by DBEs on all federal aid projects, including those of sub-recipients. Contractors, DBEs, local public agencies, and all employees are required to cooperate in carrying out this responsibility. The STA should establish and enforce monitoring procedures that include the following:

- Clearly written directives defining the role and interrelationship of the STA’s various departmental staff responsible to monitor and evaluate the contractor’s compliance with the DBE contract provisions;
- Procedures that spell out specific monitoring activities and responsibilities of a project level monitoring program;
- Exchange of information between departmental, central and field offices in reporting accomplishments, violations and enforcement; and
- Procedures for the application of appropriate sanctions once a determination of failure to meet the DBE contract requirements is made.

DBE Performance - CUF

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.

While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

These areas must be evaluated to make a CUF determination, and situations need to be reviewed on a case by case basis. Some of the CUF questions cited below may also be quite adaptable to the other three types of work categories.

MANAGEMENT

The DBE must manage the work that has been contracted to its firm. Management includes, but is not limited to:

- Scheduling work operations;
- Ordering equipment and materials;
- Preparing and submitting certified payrolls;
- Hiring and firing employees.

The DBE owner must supervise daily operations, either personally, or with a full time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

Red Flags

Red flags are questionable practices which may warrant further review. The red flags for management operations may include, but are not limited to:

- The DBE owner or superintendent provides little or no supervision of the work;
- The DBE's superintendent is not a regular employee of the firm or supervision is performed by personnel associated with the prime contractor, or another business;
- Key staff and personnel are not under the control of the DBE;
- The DBE's owner is not aware of the status of the work or the performance of the business;
- Inquiries by department or FHWA representatives are answered by the prime contractor.

Typical CUF questions could include:

- Is there a written legal document executed by the DBE to perform a distinct element of work?
- Who does the on-site DBE representative report to?
- Has this individual ever shown up on any other contractor's payroll?
- Has the DBE owner been present on the jobsite?

Typical documentation to evaluate:

- Written contract
- Daily inspection reports and project diaries
- Payrolls

WORKFORCE

In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. All work must be performed with a workforce the DBE controls, with a minimum of **30%** of the work to be performed by the DBE's regular employees, or those hired by the DBE for the project from a source, such as a labor union. The DBE, in all instances, must have direct supervision over all of its employees.

The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

The DBE must perform at least 30% of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved.

Red Flags

Some questionable workforce practices which may warrant further review include, but are not limited to:

- Supervision of DBE employees by another contractor;
- Actual work is performed by personnel normally employed by the prime contractor or another business;
- Employees are paid by the DBE and the prime contractor.

Typical CUF questions could include:

- Who prepares the DBE's certified payroll?
- Have any of the DBE's employees ever shown up on any other contractor's payroll?
- Who does the DBE on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- Asking DBE employees on the jobsite who they report to and who signs their checks.

Typical Documents to evaluate:

- Written contract
- Daily inspection reports and project diaries
- Certified payrolls
- Copies of cancelled checks, if necessary

EQUIPMENT

A DBE may lease specialized equipment from a contractor, excluding the prime, if it is consistent with normal industry practices and at rates competitive for the area. The lease must specify the terms of the agreement. The lease must be for a short period of time and involve a specialized piece of equipment to be used at the job site. The lease may include an operator for the equipment who remains on the lessor's payroll if this is a generally acceptable practice within the industry. The operation of the equipment must be subject to the full control of the DBE.

The DBE is expected to provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required. All lease agreements should be approved by the STA prior to the DBE starting the work.

On a case by case basis, the STA may approve the DBE to lease a specialized piece of equipment from the prime. However, the STA must ensure that the lease amount is not counted toward the contract goal. Equipment leased and used by the DBE with payment deducted from the prime contractor's payment (s) to the DBE is not allowed.

Red Flags

Some questionable equipment practices which may warrant further review include, but are not limited to:

- Equipment used by the DBE belongs to the prime contractor or another contractor with no formal lease agreement;
- The equipment signs and markings cover another owner's identity, usually through the use of magnetic signs;
- A DBE trucking business uses trucks owned by the prime contractor.

Typical CUF questions could include:

- List the major self-propelled (engine) equipment used by the DBE. Determine if the equipment belongs to the DBE. Is it owned or leased?
- If leased, is there an agreement identifying the terms and parties? Is it signed by the DBE owner?
- Does the equipment have the DBE's markings or emblems?
- Is the equipment under the direct supervision of the DBE?
- Is the operator of the leased equipment the DBE's employee?
- If the equipment is leased, is the payment for the equipment deducted from the work performed?

Typical Documents to evaluate:

- Written contract
- Daily inspection reports and project diaries
- Leases

MATERIALS

For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.

While the regulations tell recipients to consider normal industry practices, this does not overrule the requirement that the DBE must perform the four functions enumerated above. For example, even if standard industry practices in certain areas of the country allow no subcontractor to perform all four functions enumerated above (e.g. manufacturers will only negotiate with a prime, thereby eliminating the DBE's ability to negotiate the price), the "furnish" portion of the transaction does not lend itself to the performance of a CUF by the DBE, and credit cannot be given for the acquisition or cost of the materials.

Red Flags

Some questionable material supply practices which may warrant further review include, but are not limited to:

- Materials for the DBE are ordered, or paid for, by the prime contractor;
- Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- Materials are delivered to the jobsite by a party separate from the DBE;
- Payment for materials is deducted by the prime contractor from payments to the DBE for work performed;
- A DBE prime contractor only purchases materials while performing little or no work.

Typical CUF questions could include:

- Is there a written contract executed by the DBE to perform a distinct element of work? Is the work to be performed by a DBE a "furnish and install" item of work?
- Who makes arrangements for delivery of materials?
- Who are the material invoices made out to?
- Who scheduled delivery of materials?
- In whose name are materials shipped?
- Who actually delivered the materials?
- If two party checks are used, who are the parties identified as payable to?

Typical Documentation to evaluate:

- Written contract
- Delivery tickets
- Invoices
- Daily inspection reports and project diaries

PERFORMANCE

The DBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations).

Red Flags

Some questionable performance practices which may warrant further review include, but are not limited to:

- Work is being done jointly by the DBE and another contractor;
- The work to be performed by the DBE is outside of the DBE's known experience or capability;
- Any portion of the work designated to be performed by a DBE subcontractor is performed by the prime contractor or any other firm;
- The DBE is working without a subcontract approved by the department, except in the case of trucking;
- A DBE prime contractor subcontracts more than 50% of the contract value;
- The agreement between the prime contractor and DBE artificially inflates the DBE participation;
- An agreement that erodes the ownership, control or independence of the DBE subcontractor;
- A DBE works for only one prime contractor, or a large portion of the firm's contracts are with one contractor;
- The volume of work is beyond the capacity of the DBE.

Typical CUF questions could include:

- Does the DBE on-site representative effectively manage the job site without any interference from the prime contractor?
- Does the DBE appear to have control over methods of work on its contract items?
- Is the DBE actually scheduling work activities, material deliveries and other related actions required for execution of the work?
- Has any other contractor performed any amount of work specified in the DBE's contract?

Typical Documents to evaluate:

- Written contract
- Daily inspection reports or project diaries

DBE TRUCKING FIRMS

To be certified in the DBE program as a trucking firm, the DBE is required to own and operate at least one fully licensed, insured, and operational truck used on the contract. To perform a CUF, a DBE must also be responsible for the management and supervision of the entire trucking operation or a specified portion of the trucking operation to which it has been committed. There cannot be a contrived arrangement for the purpose of meeting a DBE goal.

A DBE can supplement its fleet by leasing a truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Otherwise, the DBE does not receive full credit for DBE participation.

Leased trucks must display the name and identification number of the DBE. The DBE trucker must also hold the necessary, where appropriate, license, hauling permit, etc., as required by the State to transport material on public highways.

To count the value of DBE trucking services toward a contract goal, the following can occur:

- ❑ The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE can count the entire value of services performed by these DBE trucks.
- ❑ The DBE may also lease trucks from non-DBEs and owner--operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract.
- ❑ DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

In order for the STA or subrecipient to monitor the performance of a DBE trucking firm, the work to be performed must be covered by a subcontract approved by the STA prior to performing the work. Additional documentation required when the DBE leases equipment is a valid lease to be provided to the STA for appropriate action. To be considered valid, the lease must include such items as the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. It should be the responsibility of the DBE to provide the operator's fuel, maintenance and insurance for all leased trucks.

Typical CUF questions could include:

- ❑ Do the trucks used on the project belong to the DBE?
- ❑ If leased, is there a formal lease identifying the terms and parties?
- ❑ Are the rates appropriate?
- ❑ Is there an approved subcontract?
- ❑ If so, who are the parties?
- ❑ Are the DBE's employees shown on the certified payrolls?

Typical Documentation to evaluate:

- Subcontracts
- Leases
- Payroll records
- Daily inspection reports and project diaries

DBE REGULAR DEALERS

In order for a firm to operate as a regular dealer, it must perform CUF, and must also comply with other requirements applicable to regular dealers. It must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, except as noted below.

It is important to make a distinction between a regular dealer and a firm that supplies a product on an *ad hoc* basis in relation to a particular contract or contractor. A regular dealer has a regular trade with a variety of customers. One of the key considerations of being a regular, established dealer is the presence of an inventory of materials and/or supplies. A regular dealer assumes the actual and contractual responsibility for the provision of the material and/or supplies.

A firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis.

If a DBE meets the requirements of a regular dealer, it may count 60% of the cost of the materials, if reasonable, toward the contract goal. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

Typical CUF questions could include:

- Does the regular dealer have an established storage facility and inventory?
- Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- Does the business stock the product for use on the project as a normal stock item?
- Who is delivering and unloading the material?
- Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- For bulk items, where does the material come from? Does the DBE have a distribution agreement?

Typical Documentation to evaluate:

- Purchase Orders
- Invoices
- Delivery Tickets

DBE MANUFACTURERS

As described in 26.55(e)(1)(ii), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Examples of such items could be a concrete ready mix plant, a crushing operation, or a steel or concrete fabricating plant.

Typical CUF questions could include:

- Is the business's primary function to manufacture construction products?
- Does the business stock the product altered for this project as a normal stock item?
- Is the quality of the materials controlled by the DBE?
- Does the DBE purchase the raw material used in its plant?

Typical Documents to evaluate:

- Purchase orders
- Bill of lading
- Shipping tickets

Sanctions for Compliance and Enforcement

The prime contractor is ultimately responsible for ensuring that a DBE performs a CUF. Failure of a DBE to perform a commercially useful function should result in the STA taking specific definitive actions to enforce the CUF requirement of the contract. Some of the actions an STA could take include, but are not limited to, the following:

- Deny or limit credit towards the contract goal;
- Require the prime to make GFE to replace the DBE to meet the goal on remaining work;
- Withhold progress payments;
- Terminate the contract;
- Reduce the contractor's prequalification limit.

Some questions that could be part of an evaluation procedure:

- If a CUF was not performed by the DBE, what action was taken to correct the deficiency?
- Did the action taken correct the deficiency?

List of Typical Documentation to Collect:

- Executed contracts

- ❑ Material/ supply agreements
- ❑ Invoices of materials/supplies
- ❑ Equipment titles of ownership
- ❑ Equipment lease/rental agreements
- ❑ Hauling tickets
- ❑ Delivery tickets
- ❑ Canceled checks
- ❑ Project inspection/diaries
- ❑ Payroll records

When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. Decisions regarding CUF determinations are subject to review by concerned operating administrations, such as the FHWA. However, CUF decisions are not appealable to USDOT, they are contract administration issues.

CUF & Certification

Certification and commercially useful function are separate and distinct issues. Certification decisions address the nature of a firm's ownership and structure while CUF primarily concerns the role a firm has played in a particular transaction. Even if the certification process has identified the DBE's ability to perform as a contractor, regular dealer, or manufacturer, it is important to review and determine what and how a DBE actually performs during the performance of the contract.

A DBE's repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm's ability to control the work and its independence from the non-DBE firm, the STA should address this matter. An STA may commence a proceeding under 26.87 to determine the continued eligibility of the DBE firm.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. If fraud is suspected the STA should contact the DOT Office of Inspector General.

j. Is the DBE maintaining its own payroll?

Yes

No

k. Who prepares the DBEs certified payroll? _____

l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?

Yes

No

m. Did the DBE subcontract any items or portions of the work to any other firm?

Yes

No

If yes, what % was subcontracted? _____%

Name of the firm _____

2. Equipment

a. List the major self-propelled (engine) equipment used by the DBE: _____

b. Does the equipment have the DBE's markings or emblems?

Yes

No

If another firm's markings are discernible, note the name: _____

c. Is the DBE's equipment?

Owned

Leased from _____

d. If leased, is there a formal agreement identifying the terms and parties?

Yes

No

e. Is the equipment under the direct supervision of the DBE?

Yes

No

f. Is the operator of the leased equipment the DBE's employee?

Yes

No

If not the DBE's, whose employee is he/she? _____

g. If the equipment is leased, is the payment for the equipment deducted from the work performed?

Yes

No

3. Workforce:

a. List the name of DBE's crew as observed during the operation described above:

b. Has any of this crew ever shown up on any other contractors' payroll?

Yes

No

c. Does the DBE's workforce know who they work for?

Yes

No

4. Materials:

- a. Is the DBE contracted to furnish and install a contract item?
 Yes No
- b. Is the quality and quantity of the materials controlled by the DBE?
 Yes No
- c. If two party checks used, who are the parties identified as payable to:

- d. Who makes arrangements for delivery of materials? _____
- e. Material Invoices made out to: _____
- f. Who scheduled delivery of materials? _____
- g. In whose name area materials shipped? _____
- h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?
 Yes No

5. Performance:

- a. Does the DBE appear to have control over methods of work on its contract items?
 Yes No
- b. Has any other contractor performed any amount of work specified in the DBE contract?
 Yes No

6. Other Work categories:

Truckers:

- a. Are DBE trucks present on the job site? Yes No
 Are they Owned Leased from _____
- If leased, is there a formal agreement identifying the terms and parties?
 Yes No
- b. Are the rates appropriate?
 Yes No
- c. Is there an approved subcontract or written agreement?
 Yes No
 Who are the parties? _____

- d. Are DBE employees shown on the certified payroll?
 Yes No

Regular Dealers:

- a. Does the regular dealer have an established storage facility and inventory?
 Yes No

- b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?
 Yes No

- c. Does the business stock the product being supplied as a normal stock item?
 Yes No

- d. Is the quantity and quality of the materials controlled by the DBE?
 Yes No

- e. In whose name are the materials shipped? _____

- f. Who is delivering and unloading the material? _____

- g. Is the distribution equipment used in delivering the product the DBE's?
 Yes No
 If so, is it: Owned Leased

- h. If leased, is it a long term lease and not a lease developed specifically for the project?
 Yes No

7. Manufacturer

- a. Is the business's primary function to manufacturer construction products?
 Yes No

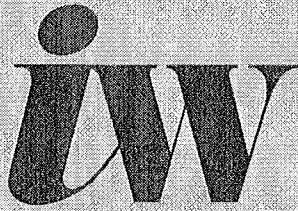
- b. Does the business stock the product manufactured or altered for this project as a normal stock item?
 Yes No

- c. Is the quality of the materials controlled by the DBE?
 Yes No

General Notes:

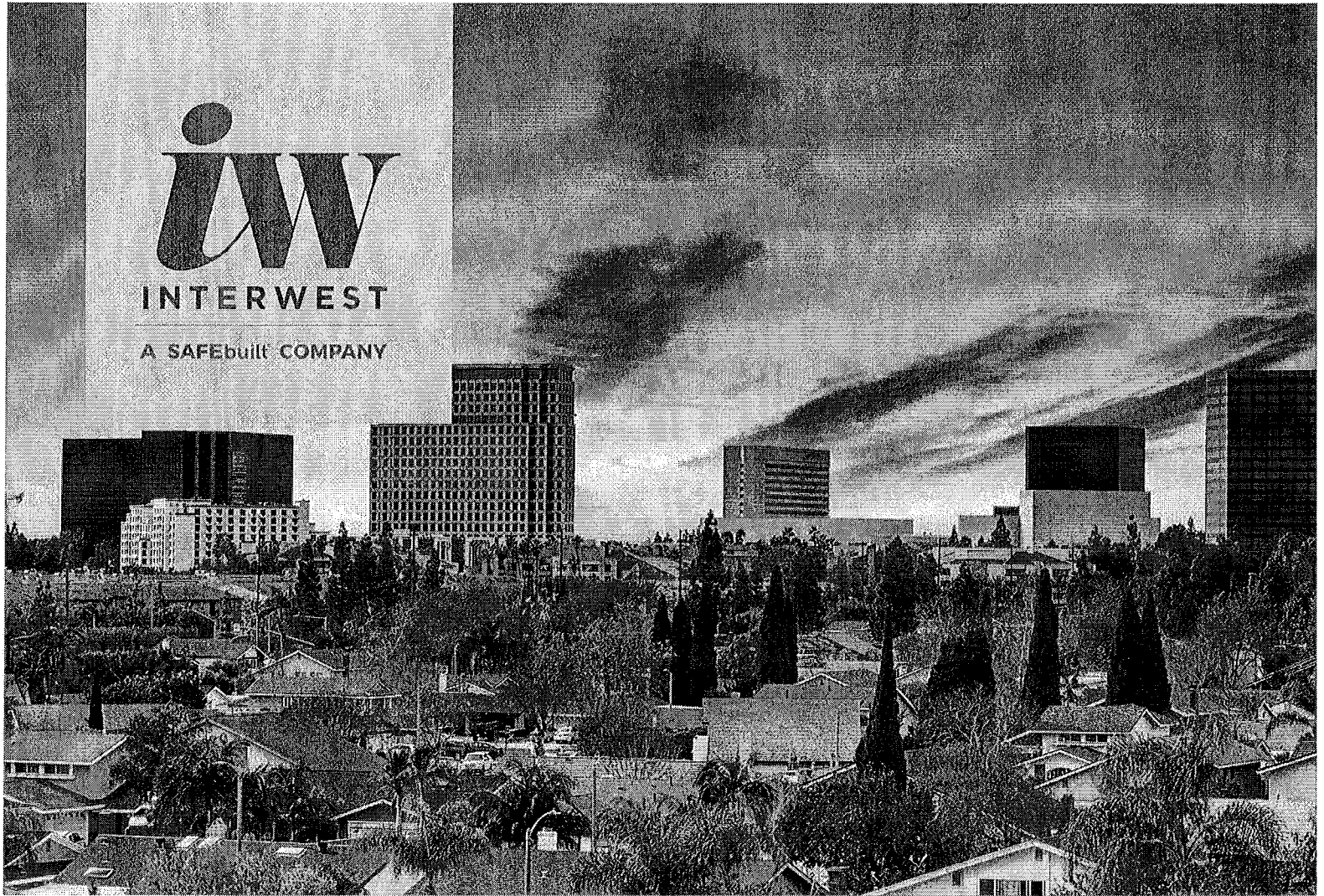
EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C
FEE SCHEDULE



INTERWEST

A SAFEbuilt COMPANY



CITY OF COSTA MESA



Proposal – Construction Management and
Inspection Support Services for Adams Ave and
Pinecreek Drive Intersection Project (Federal
Project No. CML-5312(104), City Project No. 23-01)

August 25, 2023

MAIN PROPOSAL CONTACT:
Shelby Sieracki
Account Manager
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com



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I | Cover Letter



A SAFEBUILT COMPANY

1 Jenner, Suite 160
Irvine, CA 92618
P (714) 899-9039

August 25, 2023

City of Costa Mesa, Finance Department
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626

ATTN: Ramin Nikoui

RE: RFP for Construction Management and Inspection Support Services for Adams Ave and Pinecreek Drive Intersection | Federal Project No. CML-5312 (104), City Project No. 23-01

Dear Selection Committee,

Interwest Consulting Group (Interwest) is pleased to present our qualifications in response to the City of Costa Mesa's (City) Request for Proposal (RFP) to perform Construction Management and Inspection Support Services for the Adams Ave and Pinecreek Drive Intersection Project, Federal Project No. CML-5312 (104), City Project No. 23-01.

We are uniquely qualified to perform the requested services as evidenced by our proven track record and testimony of our past and current clients. We pride ourselves in building long, sustaining relationships in the Cities we work with—providing solutions that will strengthen your community. We believe that the extensive knowledge and experience held by our proposed team qualify us to be the best to perform the services requested.

Interwest brings nearly two decades of expert-level Construction Management and Inspection service to partner with the City. Through this partnership, the City will benefit from our team's extensive construction industry knowledge as well as:

- **Dedicated Local Partner:** We have appreciated the opportunity to serve the City of Costa Mesa since 2012, having provided On-Call Building Plan Review and Inspection, Traffic Engineering support, and Public Works support. Most recently, our team has provided Right-of-Way support services on the Adams project through our Real Estate division.
- **Best Practices:** Our team is excited about this opportunity to share their best practices during the process of delivering this high-profile and eagerly awaited community project. With a commitment to delivering construction management in a manner consistent with the City's adopted Customer Care Standards, Interwest's team will successfully manage the project's quality, cost and schedule.
- **Industry Experts:** These construction management experts are critical thinkers and solution-oriented leaders who know how to navigate through the scheduled tasks while mitigating risk on a day-to-day basis. As evidenced by our proven track record and testimony of past and current clients, our expert team knows that details matter when managing a project such as this Adams Ave and Pinecreek Drive Intersection, inclusive of the Federal grant requirements and compliance with the Caltrans Local Assistance Procedures Manual (LAPM).

Our goal is to provide experts in the industry who can perform services in a seamless manner by customizing our services to correspond with our clients' expectations and needs. We strive to work collaboratively with the Department of Public Works and other City personnel, applicants, and designers to resolve issues as efficiently as possible to expedite processes with our focus being the successful delivery of services. We remain committed and flexible to provide the City with exemplary services that meet their individual needs.

To assure our continued exemplary services to the City, we propose **Steve Kooyman, PE** as **Project Manager** for this engagement. Steve has extensive construction management experience with municipal Public Works and CIP projects. Over his career, he has worked as the Public Works Director of Rancho Santa Margarita; City Engineer for Brea; Assistant Public Works Director for the City of San Juan Capistrano; and Deputy Director with the County of El Dorado. He has in-depth knowledge of construction contract requirements for public works projects, including the APWA standard plans and specifications within the "Greenbook" and Caltrans requirements. As Resident Engineer, **Tyrone Chesanek, PE**, will lead our team of qualified inspectors to provide these services to the City. Tyrone will be responsible for all matters related to our personnel and operations, and provide plan reviews, inspection, quality assurance materials testing, compliance with the LAPM and State and Federal requirements, and contract administration under the overall supervision of the City's Project Manager.

Shelby Sieracki will continue to act as your **Account Manager** for the City. Shelby will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest.

<p>Proposal Main Contact Shelby Sieracki Account Manager ssieracki@interwestgrp.com 626.224.2055</p>	<p>Project Manager Steve Kooyman, PE Project Manager skooyman@interwestgrp.com 530-318-1066</p>
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Project Office: 1 Jenner, Suite 160, Irvine, Ca 92618

Interwest will be providing services from our project office in Irvine, CA, which is also the closest office in proximity to the City of Costa Mesa. Additionally, Interwest will be partnering with our subconsultant teams Ninyo & Moore to provide material testing services, and Avant Garde, Inc. (DBE Certified Firm) to provide Labor Compliance.

We appreciate the opportunity to present our qualifications to provide these services to the City of Costa Mesa and its community and we are confident that the Interwest team is exceedingly qualified to partner with the City once again to ensure the successful delivery of the new Intersection Project in your community.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should you have any questions, please contact me at 619.372.9962 or pmeschino@interwestgrp.com.

Respectfully Submitted,



Paul Meschino, President

02 / Background and Project Summary Section

Background and Project Summary

Interwest understands the City of Costa Mesa is seeking a qualified firm for construction management services for the federally funded Adams Avenue and Pinecreek Drive Intersection Project. It is our understanding that these services generally include inspection, contract administration, soils and materials testing, and other services as outlined in the attached scope of work. The Adams Avenue and Pinecreek Drive Intersection Project is federally funded via the Orange County Transportation Authority (OCTA) Bicycle Corridor Improvement Program (BCIP) grant, contributions from Coast Community College District, and local City funds. Interwest follows all federal requirements and compliance with the LAPM throughout execution of the project.

We are proposing an individual who is a registered Professional Engineer to serve as the construction Resident Engineer. **Tyrone Chesanek, PE**, will lead our team of qualified inspectors to provide these services to the City. Tyrone will be responsible for all matters related to our personnel and operations, and provide plan reviews, inspection, quality assurance materials testing, and contract administration under the overall supervision of the City's Project Manager. Additionally, we will be partnering with our subconsultant **Ninyo and Moore** to provide a certified laboratory for soil and material testing services, and **Avant Garde, Inc.** to provide labor compliance, ensuring all services and requirements are met.

Services will be provided to support and supplement your existing staff. All staff will maintain a high level of customer service to the community, support the efficiency within the department. Interwest Consulting Group has over **20 years of experience** providing the construction management and inspection services requested in the RFP. Our team is comprised of highly experienced, customer-service-oriented professionals who have successfully served our client jurisdictions.

Key Objectives

There are several important areas requiring special attention for construction management and inspection to ensure project success.

- **Standardization & Maintenance of Project Documentation:** To effectively combat claims, it is important that the resident engineer and inspector follow a uniform standard to ensure that potentially volatile issues are dealt with in a timely and accurate manner. Interwest has instituted such a system and has a proven track record of helping its clients to avoid costly claims.
- **Monitoring Quality & Objectiveness of Field Personnel:** Our construction supervisors routinely check the files and performance of our construction inspectors. Regular training meetings are conducted to discuss changes in rules and regulations. Storm water compliance rules and the requirements of the general construction permitted on City projects are of critical importance.
- **Public Relations:** Public works projects that impact residents and businesses present unique, non-technical challenges that must be addressed throughout the life of a project. Interwest will work closely with these stakeholders to make them aware of the project, its status, and any changes. Our assigned staff possess the non-technical skillset needed to navigate the public relations arena.

03 / Project Approach and Methodology

1. Project Familiarity

Interwest stands capable and ready to provide our exceptional services to the City and its community. Pursuant to the RFP, we understand that the project consists of constructing pedestrian and bicycle improvements at and in the vicinity of the Adams Avenue intersection as defined by the attached plans (Appendix B), and project bid set (Appendix C). Additionally, the project will specifically benefit the

over 25,000 students and adults that attend Orange Coast College, will enhance the traffic patterns, improve pedestrian and bicycle connectivity at the intersection, and reduce conflicts between vehicles, pedestrians, and bicyclists.

Our team has the following qualifications that make us the best choice in providing these services to the City:

- Diverse roadway and streetscape engineering and construction management experience working on federal projects. Direct extensive experience and a successful track record of completing federal construction projects.
- Being knowledgeable about federal procedures and requirements. Being thoroughly acquainted with the latest revisions of the Caltrans Local Assistance Procedures Manual (LAPM).
- Having the capability to provide complete technical and administrative services to ensure successful project completion on time and under budget. Providing coordination oversight for all activities taken by outside entities in connection with the project including utility companies, OCTA, and Orange Coast College.

2. Potential Issues and Response

- **Potential Issue #1:** Signal and Lighting Equipment Procurement and Delivery – The timing of the shop drawing approvals, manufacturing, and delivery of the equipment to the site is a major factor with respect to completing the signal modification work at the Adams Ave. and Pinecreek Ave. intersection within the Contract 90 WD's. The proposed plan includes removing several existing signal poles with equipment and installing 7 new signal poles with equipment as well as modifying several existing signal poles. The Specifications call out long lead items to commence within fourteen (14) weeks after date of Contract. However, current lead times for signal procurement, manufacturing, and delivery is running around 24+ weeks. This will have an impact on the schedule, which will need to be discussed with the Contractor as part of the Pre-Construction Meeting and submittal review.
- **Recommended Response:** We would suggest that the signal submittal be provided to the City and CM/RE team as soon as the Contract is executed, if not before to begin the review and acceptance process, which could take 2 weeks. Additionally, we would recommend that the City issue two NTP's as follows: 1) NTP#1 to initiate the signal submittal, procurement, manufacturing and delivery process; 2) NTP#2 – Once the signal equipment delivery date has been scheduled, after the submittals have been approved with no exceptions, issue NTP#2 to start the 90 WD's. This should allow some float in the schedule depending on the estimated delivery date of the signal equipment. The Interwest Team is very familiar with the traffic signal and lighting submittal and procurement process and will assist the City to expedite the work.
- **Potential Issue #2:** Existing Utility Locations and Coordination – The plans show various underground utilities within the vicinity of the proposed work requiring excavation. Additionally, there are several utilities called out for adjustments by the specific utility co. (AT&T and Charter). This could cause delay issues if the specific utility location and schedule for adjustments/relocation is not addressed early as part of the initial stages of construction. One specific area of concern is the installation of the new signal foundations. This is critical to assure that no existing underground utilities exist within the new foundation area that would require relocation or movement of the new signal foundation.
- **Recommended Response:** We would recommend that the Contractor provide a pothole plan prior to potholing for City and CM/RE review as part of the Pre-Construction submittals. This would allow both the Contractor and City/CM/RE/EOR and Inspection Team to mutually agree on where the utility exploration should be done as well as format and information to be provided within a certain timeframe for final assessment. Based on the Specifications, this work is covered under Bid Item #1 – Mobilization, so the costs of the work should be covered. As for the adjustments by other utility

companies, the initial coordination for this work should be discussed at the pre-construction meeting in detail with the Contractor's baseline schedule. The final notices for relocation should be sent out as part of the pre-construction phase with the approved baseline schedule form the Contractor and potential conflict locations. A further notice can be submitted once the pothole data is obtained. The Interwest Team has extensive experience working with Contractor's and Utility companies with respect to locating and relocating utilities with respect to potential conflicts with well thought-out solutions to avoid potential claims and delay. Our team will minimize the claims and delay impacts.

04 / Qualifications, Organization, and Key Staff Experience

Qualifications of Key Staff

We pride our success in effective communication. We are committed to a "no surprises" approach built upon presenting ideas, asking questions, and identifying and addressing issues early on in the process. We propose options, seek direction, and implement solutions in close coordination with the City. We welcome this opportunity to help maintain the quality of life and unique character that makes the City a desirable community, and we believe our planning team will provide superior resources for meeting your immediate needs and long-term goal.

Led by Resident Engineer, Tyrone Chesanek, PE, the Interwest Team stands ready and capable to provide the City of Costa Mesa with the expert-level service our clients have come to expect from Interwest and our team members. We possess extensive professional capabilities which allow us to innovate, create, and implement effective solutions with your agency, all while keeping the community's interests in mind.

Summaries of qualifications and experience for the proposed key Interwest staff are provided below and detailed résumés for all key proposed staff are also included at the end of this proposal.

1. Relevant Experience, Specific Qualifications, and Technical Expertise of Resident Engineer, Inspector and Team Experience

Resident Engineer / Construction Manager



Tyrone Chesanek, PE
RESIDENT ENGINEER // CONSTRUCTION MANAGER

Experienced Deputy Public Works Director managing Facility and Parks CIP, Facility Maintenance, Street and Utility CIP, Facilities Management, Stores, Fleet Services, Environmental Program, and Streetlights. Assisted in planning, directing, supervising, and coordinating departmental operations; assigned work activities, projects and programs; monitored workflow; reviewed and evaluated work products, methods and procedures. Prepared and presented staff reports to City Council, Council Committees, boards, commissions and numerous civic organizations representing the Department. Assisted with the preparation of operating and capital improvement budgets, including long-term maintenance management Supervised and assisted subordinate supervisors in the operations and maintenance of City infrastructure, and established long-range plans and goals. Participated in recommending the appointment of personnel; provided staff training; worked with employees to correct deficiencies, implemented discipline procedures, and recommended employee terminations.

RECENT PROJECT EXPERIENCE

- *Bristol Street Widening at Seventeenth Street / Santa Ana, CA / Principal Engineer*
- *Grand Avenue Street Widening & Stormdrain at Grand Avenue / Santa Ana, CA / Principal Engineer*
- *Santa Ana Fire Station 1 New Facility Project / Santa Ana, CA / Principal Engineer*
- *Bristol Street Widening & Stormdrain at First Street / Santa Ana, CA / Principal Engineer*
- *North Flower Bridge Widening Project / Santa Ana, CA / Principal Engineer*
- *First Street Bridge Widening Project / Santa Ana, CA / Principal Engineer*

Project Manager



Steve Kooyman, PE
PROJECT MANAGER

Steve is a registered Civil Engineer with 30 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout Northern and Southern California regions. Steve provides Project Management and Construction Management and Inspection Services to our clients throughout Southern California. He has assisted several Cities in delivering various Public Works Capital Improvement Program projects from Preliminary Planning/Environmental (PAED), Design (PS&E review), Bid and Award, and into Construction (Project Management/Construction Management) for watermain replacement, sewer replacement, storm drain replacement, street rehabilitation, ADA and sidewalk replacement, facilities improvements, parks and landscape, masterplan development, and has assisted the Cities with coordination and project delivery for Caltrans/City Cooperative Agreement projects. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

RECENT PROJECT EXPERIENCE

- *SR 57/Lambert Road Interchange Improvements | Brea, CA | Project and Construction Manager*
- *Country Hills Subdivision Water and Pavement Improvements | Brea, CA | Construction Manager*
- *Imperial Highway and Berry Street Intersection Improvements | Brea, CA | Project and Construction Manager*
- *Puente Street., Gemini Ave. and Titan Way Improvements | Brea, CA | Project Manager*
- *Tracks at Brea Bike Trail Improvements | Brea, CA | City Engineer*

Project Support Team



Dinukshi S. Kane, MBA, BSEE, EIT
ASSISTANT CONSTRUCTION MANAGER

Dinukshi brings nearly 20 years of experience in the areas of construction management, inspection, planning, schedule analysis, project management, contract administration and compliance, state and federal grant administration, budget tacking, and engineering design for various Public Works transportation, utility, and facilities improvements.

She has a diverse project background experience on large, complex, high-value construction projects. She has worked on large \$2B complex projects as well as medium to small Public Works projects (\$250k to \$79M) as a Project and Construction Manager with a great track record of successfully completing the projects for various municipalities and government agencies.

RECENT PROJECT EXPERIENCE

- *Eastside Access Improvements Project | LA Metro Transportation Authority | Project Manager*
- *Annual Slurry Seal and Overlay Project | City of Santa Clarita | Construction Manager*



John Welch
CONSTRUCTION INSPECTOR (PRIMARY INSPECTOR)

John brings more than 20 years of experience in the areas of construction management, inspection, planning, schedule analysis, project management, contract administration and compliance, field engineering, and quality assurance for a variety of public works, residential and transportation projects.

John's diverse background has given him insight into serving cities and government agencies on large, complex, high-value construction projects. His experience ranges from small city projects to multi-million-dollar projects, including highways, street improvements, and airport taxiways. John is able to collaboratively work with all parties ensuring projects are well managed and brought to a successful completion.

RECENT PROJECT EXPERIENCE

- Harbor Blvd. Median Island Installation | City of Anaheim, CA | Inspector
- Broadway and Anaheim Blvd. Rehabilitation, PCC Sidewalks, Storm Drain, AC paving and re-striping | City of Anaheim, CA | Inspector
- Pinyon Hills (Phelan) Widening and Signal Improvements | Caltrans | Inspector



Alison Luedtke, QSP, CESSWI, NASSCO ITCP
CONSTRUCTION INSPECTOR (SECONDARY INSPECTOR AND BMP)

Alison has more than 19 years of experience in public works inspection. She began her career in 2004 working for the City of Escondido where she worked on various capital improvements projects and private development projects. Private development projects include subdivisions of various size and commercial grading projects as well as various utility right of way permits. Inspection experience includes mass grading, fine grading for individual lots, sediment and erosion control inspection, new post construction BMP's, new water mains and services, new sewer mains and laterals, new storm drain infrastructure, the construction of new roads, curb gutter and sidewalk, the installation of streetlights. Responsibilities include reading and interpreting project plans and specifications, creating daily inspection reports, maintaining project files, reviewing, negotiating and processing change orders, processing RFI's and submittals, preparing progress payments, coordinate third party inspections, creating final punch lists, processing record drawings and project closeout.

RECENT PROJECT EXPERIENCE

- CMP Replacement Project Carlsbad Blvd. North of Island Way | City of Carlsbad | Inspector
- Grape Street Neighborhood Improvement Project | City of Escondido, CA | Inspector
- Daly Ranch Road Rehab | City of Escondido, CA | Inspector

Subconsultant Team

Due to the page limit restrictions, Interwest has only provided staff biographies and resumes of our key subconsultant team members. Additional resumes of our proposed subconsultant team can be provided upon award of contract.

NINYO AND MOORE



Randy Reichert
PROJECT MANAGER

As a Construction Inspector and Project Manager for Ninyo & Moore, Mr. Reichert provides In-depth knowledge in testing methods, inspection and standards relating to concrete and hot mix asphalt (HMA) production and placement operations. Has extensive experience working on state and interstate highway transportation project.

RECENT PROJECT EXPERIENCE

- *Valley Boulevard, Resurfacing I Industry, CA / Project Manager for Construction Materials Testing*
- *Pacific Coast Highway and Hawthorne Boulevard Intersection Improvements, I Torrance, CA / Project Manager for Construction Materials Testing*
- *City of West Hollywood Mid-City Pavement Repair, / West Hollywood, CA / Project Manager for Construction Materials Testing*

AVANT GARDE



Lissette Montoya
PROGRAM DIRECTOR

Ms. Montoya has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, public relations, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Ms. Montoya is the Vice-President and CFO of AVANT-GARDE. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, our team has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$501.6 million in funding for government agencies.

2 - 3. Team Management and Disciplines of Project Team

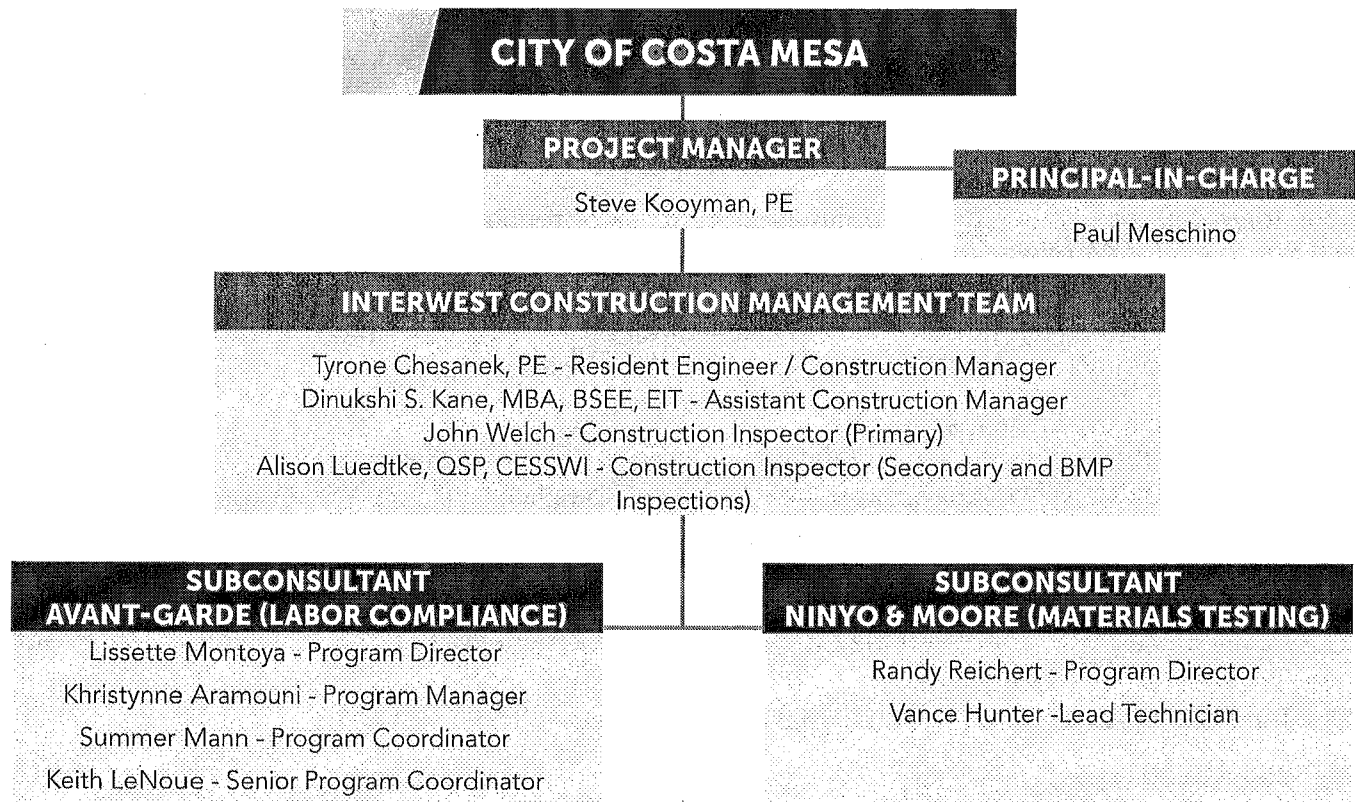
Our team is proposing **Tyrone Chesanek, PE**, as Resident Engineer for this opportunity with the City of Costa Mesa. Tyrone has experience directly managing similar federally funded projects administered through Caltrans. Additionally, he has in-depth knowledge of the latest edition of the Local Assistance Procedures Manual and the individual's time is appropriately committed to this project.

Our priority is to ensure the best possible experience working with our team—with minimum impact on the City of Costa Mesa and its community. During the project management and construction process, all disciplines work as a team on each project, lead by a supervisor who oversees all reviews, consults with Interwest staff and City staff as needed, as well as applicants. Our construction management and inspection procedures allow oversight and coordination with all management disciplines. The supervisors of the Interwest Team dedicated to the City of Costa Mesa — Steve Kooyman, PE and Tyrone Chesanek, PE — have worked together to effective lead construction teams on a multitude of municipal federally funded contracts over the last five years.

4 - 8. Overall Organization of Team, Structure and Budget

Our services are provided in a cost-effective manner and can be adjusted to remain within the City budget constraints. We will communicate regularly with the City and monitor and evaluate our areas of responsibility to make recommendations for cost savings where possible.

Our committed team members, including subconsultants, will provide exceptional service to the City of Costa Mesa. We have significant direct experience working as municipal employees and as contract staff members in jurisdictions throughout California. Individually, the professionals selected to serve the City excel in each of their backgrounds. As a team, they possess the professional capability to innovatively create and implement effective solutions to serve the interests of your community. The organizational chart provided below highlights our key personnel, company roles, areas of expertise, and the organization of our project team.



05 / Scope of Services to be Provided

Project Approach and Scope of Work

The Interwest Team ("Team") will follow the Scope of Work/Tasks and approach for the project pursuant to the RFP as follows:

General Services:

The Interwest Team will provide continuous technical and administrative services throughout the project duration from pre-construction phase to post construction phase to ensure the project is completed within schedule and budget. Additionally, the Interwest Team will provide coordination and oversight for all activities taken by outside entities in connection with the project (i.e., utility companies, OCTA, Orange County College, and Caltrans Local Assistance Program Manager) with continuous coordination with the City's Project Manager. Furthermore, the Interwest Team will continue to comply with the Caltrans Local Assistance Procedures Manual (LAPM) on a regular basis and check on updates to the Manual.

TASK 0 –INITIAL-CONSTRUCTION PHASE

0.1) Constructability Review of Construction Documents

a. Our Team will complete a thorough Constructability, Quality Assurance/Quality Control (QA/QC), and Value Engineering review effort in coordination with the City and designer on the Plans and Specifications. Additionally, the Team will drive/walk the Project site, complete a photo record of existing conditions, and check measurements to assist the constructability review. We will create a report of findings which would include recommended alternative solutions with potential cost savings as well as time savings during construction.

b. Collectively our Team will use the organization's expertise to review all layers of the detailed plans, from curb, gutter, sidewalk repairs, ADA curb ramps, median improvements, signal improvements, and signing and striping and coordinate the Plans with the Specifications for consistency.

0.2) Utility Coordination

a. Our Team will assist the City with Utility Notices to all potentially affective utilities and specifically reach out to each potentially impacted utility to make sure they are part of the work plan and provide USA information in a prompt manner

b. Our Team will also check the plans to ensure that all base utility map information (record or grid) provided by the Utility Companies are addressed on the plans.

0.3) Project Bid Documents

a. Our Team will thoroughly review all final bid documents for consistency between the General and Supplemental Provisions from the City and the Technical Specifications from the design consultant and provide final comments/edits as needed with recommended solutions to reduce potential cost and working day overruns.

b. Our Team will prepare a final baseline delivery schedule with milestone tasks, activity dates, durations, etc., for pre-construction, construction, and post-construction phases of the work in coordination with the Contractors' baseline schedule.

c. Our Team will assist the City with the initial public outreach efforts.

0.4) Pre-Construction Stage

a. Our Team will coordinate with the City and relay any special concerns and specification requirements, required permits, utility coordination, and state and federal agency requirements, once the Contract

Agreement, Bonds, and Insurance documents have been approved by the City and prior to the pre-construction conference. Additionally, we will assist the City in preparing the Final Utility Notices (Notice to Relocate or Adjust) to all effective Utility companies within the Project area.

b. Our Team will coordinate with the City and discuss the date/time for the Pre-Construction Conference with the Contractor with an anticipated Notice to Proceed date. Upon mutually agreeing to the date and time of this conference, we will prepare the agenda for this meeting for City review and send out the Pre-Construction Conference Notice with agenda to the Contractor. The notice will contain all specification requirements that the Contractor is required to submit to the City prior to the conference date (i.e., baseline schedule, submittal matrix, initial 4-week look-ahead schedule).

c. Our Team will set-up the initial project control system in compliance with the LAPM and seek an initial pre-audit from Caltrans to assure the filing and control system meets the requirements.

d. Our Team will coordinate the review and comments on all submittals from the Contractor with the City and Engineer of Record prior to the pre-construction meeting. This includes the review of the initial submittal log, baseline schedule, storm water control plan, and traffic control plan. Additionally, we will discuss the long-lead time signal equipment bid item with the Contractor to make sure the submittal is timely, and the order has been placed.

e. Our Team will coordinate and facilitate the Pre-Construction Conference, discuss all items on the agenda, relay any special items of concern (i.e, public notices, traffic control, noise, BMP's, working times, permits, CPR (Labor Provisions) and EEO requirements, etc.). All minutes of the meeting will be captured and provided to the City for review prior to final posting. The final minutes of the conference will be posted or provided to the Contractor for concurrence.

f. Our Team will also reach-out to all affected Utilities Companies to invite them to the Pre-Construction Conference or initiate individual meetings to relay schedule, contractor information, scope of work and coordination.

g. Our team will assist the City with the public notices to relay the project scope, schedule, and contractor information to the adjacent business', residences, and stakeholder agencies.

TASK 1 – CONSTRUCTION PHASE

1.1) Contract Administration/Management

a. Our Team will follow strict guidelines and recommendations, including the Public Works Contract and Supplemental provisions from the City as well as Federal requirements per the LAPM, to ensure the project is completed according to the plans and specifications and the Federal requirements with sound and proven ethical contracting practices. Throughout the contract, our team will ensure that all construction complies with the contract documents, inclusive of the codes, city standards, Greenbook, and state and federal requirements. All potential delays to the contract schedule due to change orders or weather days will be tracked in accordance with the contract documents and relayed to the City.

b. The Interwest Construction Manager/Resident Engineer (CM/RE) will be the main point of contact with the City and perform the work as a representative of the City pursuant to all City requirements during the duration of the contract. All construction matters will be discussed between the Contractor and CM and any issues (potential claims, CCO's, disputes) will be relayed and discussed with the City with recommended resolutions.

c. Our Team will utilize Procore or City preferred filing control system per LAPM throughout the performance of the contract for all document management, reporting, meetings, reports, RFIs, submittals, non-conformance reports, shop drawings, certified payroll, and insurance compliance. Our Team could also use other cloud-based platforms, such as Microsoft One Drive as directed by the City to capture, document, and share all contractual documents.

1.2) Reports and Communications

a. Our Team will update the City weekly on the progress of the projects and document all communications

and reports. We will consistently gather pertinent information from the design consultant, the City, the contractor, and any other entity involved in this project to ensure all the facts are collected, documented, and reported as required by the City. Monthly progress reports will be generated that will capture the following:

- 1. Summary of the previous month's main accomplishments and current construction activities.
- 2. Overall Contractor's conformance to contract schedule and quality requirements.
- 3. Identification of key problems, action items, and issues, as well as recommendation for solutions.
- 4. Summary of progress payments, change orders, disputes, submittals, RFIs, and Notices of Noncompliance.
- 5. Photographs of representative project activities.

b. Our Team will also coordinate meetings with the City, Consultant, and Contractor on a weekly basis to ensure the City remains updated.

c. Interwest will provide a web-based dashboard with key performance indicators (KPI) that will provide an updated picture of the project with the latest project information. Some of the KPIs that could be included are schedule deviation, budget deviation, % of RFIs answered, change order request resolutions, and others. This dashboard will be shared with City and contractor as a way to quickly show where we are in the project and assist with making quick and impactful decisions.

1.3) Photo Documentation

a. Our Team will not only review the contractors' photos and videos of existing conditions and progress but will also create our internal library to document existing conditions and the progress of all trades on working days. All media will be documented on Procore or City preferred platform. The media will also be used to document non-conformance, safety, BMP's, and equipment.

1.4) Construction Progress Meetings

a. The CM/RE and Inspection Team will conduct weekly progress meetings with the City, Consultant, and Contractor to track progress and status of significant items that could put the project at risk. The Team will create and distribute agendas, track attendance, collect meeting minutes, and share them within two business days. We will evaluate whether it is necessary to take a more proactive approach and assist in conducting meetings with specific trades or subconsultants to ensure the whole team is aware of other project-site activities. This information will be included in the monthly progress reports as required by the City.

1.5) Shop Drawings and Submittal Review

a. The CM/RE will ensure that all required submittals and federal tracking forms per LAPM are received and evaluated prior to implementation. We will conduct a preliminary review of all submittals for accuracy and contract adherence. The CM/RE will also facilitate the distribution of submittals to the City or City Engineer and Consultant for review, acceptance, and/or approval. Submittals will be logged, tracked and monitored with targeted response times and dates. Submittals that are not acceptable will be sent back to the contractor for correction. The submittal log will show submission status, rejections, and approvals. If submittals are not reviewed or answered in a reasonable time frame, the CM will track and follow up with the right party for approval. The CM will work directly with the Consultant on all shop drawing submittals. The status of submittals and shop drawings will be documented in Procore or City preferred platform.

1.6) Plans and Specifications Interpretation

a. Our Team will continually review the plans and specifications for constructability issues and conformance during construction. The Team will ensure in coordination with the City, Consultant, and other project delivery team members/agencies, and stakeholders that all work conforms to the Project construction documents, City Codes and Ordinances, APWA "Greenbook", AWWA Standards, City Public Works Standards, state and federal requirements as applicable, ADA requirements, OSHA

Construction Safety Orders, and NPDES requirements, and all applicable CA Labor Code and Federal Labor Law requirements, throughout the duration of the Project. We will be an advisor, advocate, and provide professional services with the best interest of the City in mind.

b. All RFI will be reviewed and responded to in a timely manner, per the construction contract terms. Any technical RFI's will be submitted to the City or the Consultant for response.

1.7) Progress Payments

a. The CM/RE and Inspection Team will complete a thorough analysis with field measurements of all quantities constructed or in progress with calculations. The CM/RE will also document any materials on site and analyze the schedule of values to determine work in place and make payment recommendations to the City. Additionally, Interwest will consider the latest schedule, certification of payment to subcontractors, and payroll reports to make recommendations to the City on progress payments to subcontractors. This documentation will be part of the Progress Payment and Change Order back-up and will be saved in Procore or another City preferred platform. If the contractor is not submitting all the necessary back up documentation accurately, the CM will return the payment applications for corrections before submitting the payment recommendation to the City. Any other reports associated with federal funding will be also included.

b. The CM will check with the City on receipt of 20-day preliminary notices from various material suppliers and sub-contractors to assure payment is being made and obtain affidavit of payment from the Contractor as part of the Payment Application.

1.8) Contractor's Claims and Contract Change Orders (CCO)

a. Our Team will document and track any potential change orders, obtain justification, validate the need, conduct value engineering, and create internal estimates of quantities, costs, and duration to consult with the City with recommendations and assist the Project Manager with all negotiations. All Owner-initiated CCO's will be reviewed with the City with recommendation/cost/schedule impacts from the CM and subsequently initiated by the City. All potential change order will be documented and tracked to mitigate any risks associated with contract changes and resolved in a timely manner. All Request of Change Orders will be included in a CCO log and provided to the City regularly. The CM, with assistance from the Inspector, will review and check the approved baseline schedule from the Contractor on a regular basis and make the necessary adjustment to the schedule in coordination with the Inspector's and Contractor's dailies.

1.9) Schedule and Weekly Statement of Working Days (WSWD)

a. The CM/RE will monitor the approved baseline schedule and project progress throughout the duration of the contract and review and compare the schedule to the 3-4 week look-ahead schedule from the Contractor. Any deviations from the approved baseline will be discussed with the Contractor to determine if the approved baseline schedule needs to be updated and submitted to reflect any changes.

b. The CM/RE will prepare the WSWD at the end of each work week to capture the progress to date from the Daily Report, schedule items, working days, non-working days (inclement weather days), and CCO days, delay days, time extensions, and updated date of completion, and provide to the City the following Monday.

1.10) Construction Inspection Services

a. Our highly experienced inspection staff will work with the selected contractor in all phases of quality control, including the preparatory, initial, and follow-up phases to ensure the construction is done according to the plans and specifications. The Interwest Inspector will review the 3-week look ahead to understand what activities will be completed in the near future. The inspector will study the specifications, drawings, LAPM, and any approved submittals for a clear understanding of the tasks and materials. The Inspector will also review any materials delivered to the site to ensure the approved

are installed. Lastly, the inspector will track the installation of any materials to ensure they meet the manufacturer's recommendations and is in accordance with the LAPM. This approach will ensure that the City meets the project's overall intent and complies with the Federal requirements.

b. The Interwest Inspector will also conduct a cursory review of any daily reports, payment applications, media, and any additional reports to ensure they accurately reflect the on-site conditions and activities.

1.11) Progress Payments

a. The Inspector will complete a thorough analysis with field measurements of all quantities constructed or in progress with calculations and coordinate the quantities constructed to date with the Contractor for concurrence prior to payment application request. Additionally, the Inspector will gather all material tickets (i.e., AC tonnage, PCC CY) from the hauling trucking company employee and confirm quantities as placed. All material logs and tickets will be filed in accordance with LAPM.

1.12) Contractor's Claims and Change Orders

a. The Inspector will inform the CM/RE of any Potential Change Orders (PCO) that might arise during construction to discuss and evaluate the merits and if warranted, obtain a price from the Contractor and relay this to the City. If a reasonable price cannot be mutually reached with City concurrence, the work would be performed via Time and Materials and tracked. The Time and Materials PCO would not commence (unless it's an emergency) until the Contractor has relayed its work force to complete the extra work to the satisfaction of the Inspector with oversight from the CM and City. All PCO's will be documented and tracked to mitigate any risks associated with contract changes and resolved in a timely manner. All Request of Change Orders and PCO's will be included in a PCO/RCO log and provided to the City regularly by the CM.

1.13) Daily Reports

a. The Inspector will complete a Daily Report for each day of work and for non-working days, which will capture the Contractor's workforce (labor, equipment, material), work performed, issues, progress of bid items, and photo documentation. The Daily Reports will be provided to the CM for QA/QC and concurrence and uploaded into Procore or City preferred platform. Additionally, the Inspector will capture all events within a field daily logbook.

1.14) Material Testing and QAP

a. The CM/RE with Inspector will coordinate all required field material testing and laboratory testing work with the sub-consultant (Ninyo and Moore) in conformance with the City's QAP as provided in Appendix D of the RFP.

1.15) Labor Compliance

a. The CM/RE in coordination with the Labor Compliance sub-consultant Avant Garde will complete all required Federal and State labor compliance requirements and review of CPR. Additionally, the inspector and Labor Compliance field officer will conduct monthly field interview with the Contractor's work force as well as sub-contractor work force in accordance with the State and Federal labor code and Davis Bacon requirements.

1.16) Utility Coordination

a. The Inspector will coordinate will all utility companies affected by the project and ensure that the Contractor is also involved to schedule their work within its schedule. All utility issues or conflicts will be discussed with a recommended resolution with the Contractor and utility company, documented and provided to the CM/RE and City for further evaluation.

1.17) Safety and Traffic Control

a. The Inspector will ensure that all safety requirements are being adhered to by the Contractor and

will attend the Contractor's weekly safety meeting with updated training discussions. Additionally, the Inspector will monitor and assess the Contractor's traffic control per the approved Traffic Control Plan (CA MUTCD) and discuss potential issues that require immediate attention by the Contractor prior to commencing the work.

1.18) Public Notices

a. The Inspector will coordinate and work with the business and residents in the project area on a daily basis. All scheduling items, any conflicts, complaints will be discussed with the public and or other agencies in coordination with the Contractor to assure the public concerns are being properly addressed. The Inspector will discuss the public issues with the CM/RE for further input/resolution and relayed to the City.

1.19) NPDES/BMP Compliance

a. The Inspector will complete a BMP checklist for each working day and monitor and relay deficiencies to the Contractor for NPDES conformance. Additionally, 7-day weather forecast reports from NOAA will be discussed at each weekly meeting to discuss adjustments to the BMPs for inclement weather. The Inspector will also monitor the sweeping efforts by the Contractor as well as other dust control measures to minimize air quality impacts.

1.20) DBE Compliance

a. The CM/RE with Inspector will monitor and verify that the DBE Prime or sub-contractor performs a Commercially Useful Function (CUF) throughout the duration of the Contract.

1.21) As-Built Set

a. The Inspector will mark up the Construction Set of plans on a regular basis and confer with the contractor on changes to the plans.

1.22) Final Report

a. The Inspector with CM/RE will complete a Final Report in accordance with the LAPM that summarizes all issues and items during the construction duration and provide said report to the City for future potential Federal/State audit.

TASK 2 – PROJECT CLOSEOUT

2.1) Final Punch-List and Final Acceptance

a. The CM/RE and Inspection team will schedule, coordinate, and conduct a final site walk-through with the City, Consultant and Contractor to ensure all punch-list items for the entire project are identified and addressed before acceptance. If all punch-list items are considered complete, the CM/RE will provide documentation as required to recommend a Notice of Acceptance to the City Engineer.

2.2) Final Contract Processing – The CM/RE will complete the final Contract acceptance work in coordination with the City as follows:

a. Stop Notices - The CM/RE will consult with the City regarding the disposition of both Preliminary and Stop Notices. This will include complete follow-through until resolution between the Contractor and suppliers and/or subcontractors is achieved.

b. The CM/RE will ensure the warranty bond for the warranty period is received by the Contractor that guarantees 100% of the final contract price of the work completed for the one-year period after the Notice of Completion is filed and recorded.

c. The CM/RE will ensure all material and equipment warranties have been obtained from the Contractor and review said warranties to ensure they comply with the manufacturer's submittal, product, and are in accordance with the Contract Documents.

- d. The CM/RE and Inspector will work with the Contractor to ensure all red-line changes to the Contract Plans are complete and accurate and have been incorporated into the field as-built set and will provide the redline as-builts to the Engineer of Record and assist with transferring the delta changes in CADD for final processing and delivery to the City Engineer for approval of the Record Drawings.
- e. The CM/RE will check with the Labor Compliance consultant to ensure all CPRs and required documents are complete and up to date as of the last day of work.
- f. The CM/RE will prepare and submit an acceptance statement to the Contractor to sign and date either accepting the work and final payment with no conditions or with exceptions. All exceptions will be brought to the attention of the City with a recommendation and response.
- g. The CM/RE will prepare a proposed Final Payment Estimate and submit it to the Contractor for acceptance prior to submitting the final pay application for acceptance by the City.
- h. The CM/RE will notify and document any potential claims against the City before issuing a recommendation for acceptance.
- i. The CM/RE will complete a final archive assessment for all files and provide them to the City Engineer electronically on a thumb drive in accordance with the LAPM (Exhibit 17-O, 17-F, and other required forms/files).

TASK 3 – ONE-YEAR WARRANTY INSPECTION

3.1) Warranty Inspection

a. The CM/RE and Inspection Team will schedule, coordinate, and conduct a warranty site walk-through with the City 2-3 months prior to the one-year warranty period end date to ensure there are no issues with the project, unless issues are discovered prior to this timeframe. If there are warranty issues that relate to the Contractor’s work, the CM/RE will prepare the notice of defective work with the itemized list for City review and concurrence. This notice will be submitted to the Contractor requesting a time to cure the issues and means/methods to correct the issues. A final warranty site walk with the City will be completed to obtain final warranty period acceptance and if accepted, a recommendation will be provided to the City to release the warranty bond.

06 / Experience & Record of Success on Similar Federal Projects

Relevant Project Experience

Interwest has provided construction management and inspection services for the past 21 years, and our proposed project staff has many years of combined relevant municipal experience. We have cultivated a reputation for cost-effective services provided by highly-qualified and customer-focused professional consultants. Below is a representative list of Southern California municipal clients to whom Interwest staff currently provides comparable services; additional client listings are available upon request.

CLIENT AGENCY	YEAR STARTED/ COMPLETED	SERVICES PROVIDED
City of Brea	2019-Present	Project Management, Construction Management and Inspection
City of Costa Mesa	2007-Present	Interim Public Works Director, Civil Engineering, Traffic Engineering, Construction Management and Inspection
City of Culver City	2014-2020	Construction Management, Public Works Inspection
City of Eastvale	2010-Present	City Engineering, Construction Management, Public Works Inspection Engineering Plan Check, Engineering Support, NPDES, Transportation Planning, Traffic Engineering, Drainage Engineering, Grant Administration

CLIENT AGENCY	YEAR STARTED/ COMPLETED	SERVICES PROVIDED
City of Fountain Valley	2017-Present	Engineering Plan Review, Construction Management, Construction Inspection
City of Gardena	2018-2020	Construction Management, Construction Inspection
City of Grand Terrace	2015-Present	Interim Public Works Director Services, Engineering Plan Check, Construction Inspection, Project Management, Real Estate, Building Plan Check
City of Santa Ana	2019-2022	Construction Management, Public Works Inspection
City of Maywood	2016-2020	Construction Management and Inspection Traffic Engineering, Interim Public Works Director Services, Civil Engineering
City of Moreno Valley	2017-Present	Engineering Plan Check, Construction Management, Construction Inspection
City of Newport Beach	2013-2022	Construction Management, Public Works Inspection
City of Palm Springs	2015-2020	Construction Management, Public Works Inspection
City of Rancho Mirage	2015-2019	Interim Public Works Director Services, Project Management, Construction Management and Construction Inspection

References

**CITY OF SANTA ANA // WARNER AVENUE WIDENING PROJECT, PHASE 1
REFERENCE: KENNY NGUYEN, SENIOR CIVIL ENGINEER | 714.647.5632 | KNGUYEN@SANTA-ANA.ORG**

Interwest is providing construction management and inspection services for this project, which aims to widen a 1-mile segment of Warner Avenue, a regionally significant arterial roadway in the City of Santa Ana. Phase 1 involves an area of 0.3 miles along Warner Avenue between Main Street and Oak Street, widening the roadway from four to six lanes, with three lanes in each direction. The project also includes stormwater drainage improvements and the undergrounding of utilities to enhance community beautification. Safety and accessibility features include narrow travel lanes, raised medians landscaped parkways, wider sidewalks, AADA-compliant curb ramps, and protected bike lanes.

CITY OF SOUTH PASADENA // CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

REFERENCE: KRISTINE COURDY, DEPUTY PUBLIC WORKS DIRECTOR | 626.403.7240 | KCOURDY@SOUTHPASADENACA.GOV

Interwest provided construction management and inspection services for the City of South Pasadena on street improvement projects including the following:

Bushnell Avenue, Diamond Avenue, and Lyndon St. Street Improvement Project - Interwest provided construction management and inspection services on this project which included repair of damaged asphalt pavement by grinding and overlay with conventional asphalt, installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments, replacement of existing signs, thermoplastic striping, and other associated elements of work. Work on Diamond Avenue was in close proximity to a high school, so the construction involved restricted working hours and close coordination with school officials. The project began in June 2019 with a budget of \$1.1 million and was completed in October 2019 without any change orders.

CITY OF BREA // SR 57 & LAMBERT ROAD INTERCHANGE IMPROVEMENTS
REFERENCE: MICHAEL HO, PE | 714.990.7657 | MICHAELH@CI.BREA.CA.US

The Project entails the construction of the SR 57 & Lambert Road Interchange which includes the re-alignment of the Northbound off-ramp, new Northbound on-ramp loop with bridge, widening of Lambert Road west (new right turn lane), widening of Northbound on-ramp, widening and extension of Southbound off-ramp, widening of Lambert Road east (new right turn lane) for Southbound on-ramp, widening and extension of Southbound on-ramp and bridge widening at Railroad Crossing, SR 57/ Lambert Bridge widening, Retaining walls, sound walls, and other various signal and street median improvements, SB1, and Federal Grants.

The City's lead role was utility relocation, design, R/W and Landscape phase. Caltrans lead role was PAED phase and construction phase (AAA). Interwest oversaw the pre-construction phase, managed the OCTA M2 and SB1 grants, coordination with Caltrans for Cooperative Agreements and Maintenance Agreements, coordination with the Utility Companies, managing the Design consultant for the City, managing the R/W acquisition and demolition work, reviewing all RFI's, CCO's, and Submittals in coordination with Caltrans and Design Consultant and attended the bi-weekly construction meetings, billing/invoicing processing, and schedule review. The project cost was approximately \$79 Million for Construction Phase, Landscape Phase, Utility Relocation, Construction Management and Inspection.

CITY OF RANCHO PALOS VERDES // ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
REFERENCE: CHARLES EDER, SENIOR ENGINEER | 310.544.5282 | CHARLESE@RPVCA.GOV

Interwest has provided on-call construction management and inspection services to the City of Rancho Palos Verdes since 2016.

Residential Streets Rehabilitation Project Area 8 Phase I - Interwest provided construction management and inspection services on the Area 8 Residential Street Rehabilitation Project, Phase I. This resurfacing project had a duration of 45 working days, with 10 additional days for pre/post-construction tasks, for a combined total of 55 working days. The engineer's estimate for the entire project was \$2.2 million. Interwest's inspector was required for 10 hours per day and our project manager/construction manager was required for 2 hours per day. Tasks included furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to remove and replace sidewalk, ramps, driveway aprons, curb & gutter, crack routing and sealing, and AC repairs at various locations throughout the City. All work was performed in strict conformance with the contract documents, permits from regulatory agencies with jurisdiction, and applicable regulations.

CITY OF BREA // COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, CIP 7322 (2022)
CONTACT: MICHAEL HO, PE, PUBLIC WORKS DIRECTOR/CITY ENGINEER | 714.990.7698 | MICHAELH@CITYOFBREA.NET

This Project included removing and replacement of 57 ADA ramps and misc. curb and gutter work, 40,000 SF of AC R&R, 690,000 SF AC grinding, over 20,000 LF (9,800 TN's) HMA overlay, traffic control, and erosion control measures within various streets in the Country Hills subdivision area. The project also included replacement of 19,300 LF C-900 8" water mains and appurtenances, 500 1"-2" copper water services, 40 FH's. This project was a 245 day, \$5.2 million contract that was completed in October 2022. Interwest performed all Construction Management services under the on-call CM&I Professional Services Agreement (PSA) with the City.

CITY OF COSTA MESA // ON-CALL CONSTRUCTION & INSPECTION SERVICES
CONTACT: RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR | 714.754.5173 | RAJA.SETHURAMAN@COSTAMESACA.GOV

Interwest has provided a variety of public works services to the City of Costa Mesa since 2016, including

construction management and inspection services on the following projects.

Arlington Drive Improvements, Measure M OCTA and Storm Channel Improvement Project - This was a project funded by multiple sources including OCTA and Drainage Improvement funds, which required continuous documentation and adherence with OCTA procedures. This project consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds. Construction included a complete increase in storm drain sizing followed by the construction of a bio-swale for low flows and the reduction of pavement through Arlington Drive to a length of 4,800 lineal feet. Additionally, a multi-purpose, bike/pedestrian and skating recreational trail was constructed meandering along the bio-swale south of Arlington Drive, and safety-lit crossings were added to protect pedestrian traffic between the existing schools and a park north of the street crossing to the fairgrounds on the south side. Aesthetically pleasing landscaping along the project length was another positive addition to the affected area. Tasks included finalizing the plans and specifications for bidding purposes, advertising for bids, and administratively presenting the project to the City Council for award.

07 / Financial Capacity

We understand that the City may request sufficient data to evaluate the firm’s financial capabilities.

Interwest Consulting Group also receives financial support through our parent company, SAFEbuilt. SAFEbuilt is backed by private equity—The Riverside Company—out of Cleveland, Ohio, giving us a robust annual budget. Since its founding in 1988, The Riverside Company has invested in more than 800 acquisitions. As of 2022, Riverside’s global investment portfolio includes more than 140 companies with 300+ employees. Riverside has 15 offices and makes investments across North America, Europe, and the Asia-Pacific region. The firm’s investors include some of the world’s leading pension funds, endowments, funds of funds, insurance companies, and banks.

With Riverside’s backing, our financial strength affirms our ability to deliver services consistently for the contract’s duration and beyond.

08 / Fee Schedule

Interwest Consulting Group has provided the Fee Schedule as a separate submittal, per instruction of the RFP.

09 / Disclosure

Interwest has provided a variety of Building & Safety and Public Works services to the City of Costa Mesa as a result of competitive and sole source RFPs and RFQs. We have no current or past business or personal relationships with any Costa Mesa elected official, appointed official, City employee, or their family members.

10 / Professional Services Agreement

The Interwest Contract and Legal team have carefully reviewed the contract terms presented in the Sample Consultant Agreement in the RFP. We respectfully request the option to discuss the following agreement term sections with the City during contract negotiations:

- | | |
|--------------------------------------|--|
| 19. INDEMNIFICATION | 1.6. Delegation and Assignment |
| 31. PERS ELIGIBILITY INDEMNIFICATION | 6.9. Indemnification and Hold Harmless |
| 1.3. Warranty | 6.11. Ownership of Documents |

On the following pages, Interwest has provided all required City Forms in Appendix F, as well as key resumes of our management team. Due to the page limit, Interwest will be happy to provide additional resumes upon request.

Steve Kooyman, PE

Construction Manager and Inspection Division Manager | Project Manager

Steve is a registered Civil Engineer with 30 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout Northern and Southern California regions. Steve provides Project Management and Construction Management and Inspection Services to our clients throughout Southern California. He has assisted several Cities in delivering various Public Works Capital Improvement Program projects from Preliminary Planning/Environmental (PAED), Design (PS&E review), Bid and Award, and into Construction (Project Management/Construction Management) for watermain replacement, sewer replacement, storm drain replacement, street rehabilitation, ADA and sidewalk replacement, facilities improvements, parks and landscape, masterplan development, and has assisted the Cities with coordination and project delivery for Caltrans/City Cooperative Agreement projects. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

PROJECT SPECIFIC EXPERIENCE (Last 3 Years)

Arovista Park Modernization Project, CIP 7978 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$26M Construction Completion Date: Anticipated September 2024

Steve is the project manager overseeing and managing the design architect/engineering firms to develop the Plans and Specifications to modify the existing 14+ acre park in Brea. Bid Documents are anticipated to be completed in June 2023.

Senior Center and Pioneer Hall Roof, CIP 7965 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$360K Construction Completion Date: Anticipated September 2023

Steve is the project manager overseeing the completion of the Plans and Specifications for a 12,400 SF re-roof project. Bid Documents were completed in March 2023.

Traffic Signal Modification, Project CIP 7717 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$320K Construction Completion Date: Anticipated September 2023

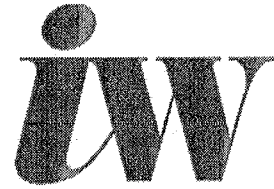
Steve is the project manager overseeing and managing two design engineering firms to develop the Plans and Specifications to modify the existing signals at three intersections in the City. Bid Documents were completed in April 2023.

Brea Boulevard Street Improvements, CIP 7299 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$700K Construction Completion Date: Anticipated October 2023

Steve is the project manager overseeing and managing the design engineering firm to develop the Plans and Specifications for a ¼ miles main arterial street rehabilitation project, which includes milling 2" deep 30,000 sf of pavement, placement of 250,000 SF Type II Slurry, removing and replacement of 12 ADA ramps, and other AC and PCC street improvements along Brea Blvd from Imperial Highway to Fir Street. Bid Documents were completed in April 2023.



INTERWEST

A SAFEbuilt COMPANY

YEARS OF EXPERIENCE: 30

EDUCATION:

- BS, Civil Engineering, California State University, Chico

CERTIFICATIONS

- CA Registered Civil Engineer, 55757
- NV Registered Civil Engineer, 13015
- QSD/QSP Training

PROFESSIONAL AFFILIATIONS

- National and Orange County ASCE Member

AREAS OF EXPERTISE

- Civil Engineering
- Public Works
- Program Management
- Construction Management
- Master Scheduling
- Master Budgeting

South Brea Water and Sewer Replacement Project, CIP 7454, 7466, 7626 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$5.4M **Construction Completion Date:** Anticipated April 2023

Steve is the project manager for the replacement of 14,850 LF 8" C-900 water mains and appurtenances, 300 1"-2" copper water services, 32 FH's, 1,794 LF of 6-8" VCP sewer mains, 28 ADA ramps and miscellaneous curb and gutter work, 2,800 SF of AC R&R, 174,00 SF AC grinding, 1,850 TN's ARHM overlay, 384,000 SF Type II slurry, traffic control, and erosion control measures within various streets in the South Brea subdivision area.

SR 57/Lambert Road Interchange Improvements, CIP 7251 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$55M **Construction Completion Date:** Anticipated August 2023

Steve was the project manager and construction manager for the City on the Caltrans/City Cooperative Agreement Project to improve the SR57/Lambert Interchange with the construction of new loop on ramp and bridge, extension of existing UC bridge, widening Lambert Road, re-alignment of on and off ramps, and various retaining and sound walls.

Country Hills Subdivision Pavement and Water Improvements, CIP 7322 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$5.3M **Completion Date:** October 2022

Steve was the project manager and construction manager for the replacement of 19,300 LF C-900 8" water mains and appurtenances, 500 1"-2" copper water services, 40 FH's, 57 ADA ramps and miscellaneous curb and gutter work, 40,000 SF of AC R&R, 690,000 SF AC grinding, 9,800 TN's HMA overlay, traffic control, and erosion control measures within various streets in the Country Hills subdivision area.

Napoli Tract Pavement and Water Improvements, CIP 7458 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$1.3M **Completion Date:** August 2021

Steve was the project manager for the replacement of 15,600 LF 8"-10" C-900 water mains and appurtenances, 265 1" copper water services, 32 FH's, 3 pressure regulating stations, 530 LF of 8" sewer main, 22 ADA ramps and miscellaneous curb and gutter work, 159,480 SF AC grinding, 1,550 TN's ARHM overlay, traffic control, and erosion control measures within various streets in the Napoli Tract subdivision area.

North Hills Subdivision East and West Water and Pavement Improvements, CIP 7459-7460 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$5.2M **Completion Date:** August 2021

Steve was the project manager for the replacement of 15,600 LF 8"-10" C-900 water mains and appurtenances, 265 1" copper water services, 32 FH's, 3 pressure regulating stations, 530 LF of 8" sewer main, 22 ADA ramps and miscellaneous curb and gutter work, 159,480 SF AC grinding, 1,550 TN's ARHM overlay, traffic control, and erosion control measures within various streets in the Napoli Tract subdivision area.

Eagle Hills Tract Water and Pavement Improvements, CIP 7467 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$3.0M **Completion Date:** December 2020

Steve was the project manager for the replacement of 9,960 LF 8"-10" C-900 water mains and appurtenances, 189 1"-2" copper water services, 20 FH's, 1 pressure regulating station, 34 ADA ramps and miscellaneous curb and gutter work, 400,000 SF AC grinding, 4,800 TN's AC HMA overlay, traffic control, and erosion control measures within various streets in the Eagle Hills Tract subdivision area.

Puente Street, Gemini and Titan Way Water and Pavement Improvements, CIP 74311,7464 & 7453 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$4.7M **Completion Date:** December 2020

Steve was the project manager for the replacement of 6,900 LF 12" C-900 water mains and appurtenances, 46 1"-3" copper water services, 24 FH's, 10 ADA ramps and miscellaneous curb and gutter work, replacement of stamped concrete medians, 124,000 SF AC grinding, 4,100 TN's ARHM and 9,200 TN's AC Base Course overlay, traffic control, and erosion control

Tyrone J. Chesanek, P.E.

CONSTRUCTION MANAGER

Experienced Deputy Public Works Director managing Facility and Parks CIP, Facility Maintenance, Street and Utility CIP, Facilities Management, Stores, Fleet Services, Environmental Program, and Streetlights. Assisted in planning, directing, supervising, and coordinating departmental operations; assigned work activities, projects and programs; monitored workflow; reviewed and evaluated work products, methods and procedures. Prepared and presented staff reports to City Council, Council Committees, boards, commissions and numerous civic organizations representing the Department. Assisted with the preparation of operating and capital improvement budgets, including long-term maintenance management. Supervised and assisted subordinate supervisors in the operations and maintenance of City infrastructure, and established long-range plans and goals. Participated in recommending the appointment of personnel; provided staff training; worked with employees to correct deficiencies, implemented discipline procedures, and recommended employee terminations. Coordinated Departmental activities with other departments, outside agencies, and private organizations. Provided staff assistance to the Public Works Director; prepared and presented staff reports.

PROFESSIONAL HISTORY

Project/Construction Manager / Interwest / 2021 - Present

Project/Construction Manager for the following cities:

Fountain Valley

- PD Facility Remodel - \$2.5 million – Project/Construction Manager
- Universal Playground & Recreation Area Project - \$2 million – Project/Construction Manager
- City Hall Finance Office Remodel - \$40 thousand – Project/Construction Manager
- City Hall Entry Security Project - \$50 thousand – Project/Construction Manager
- Fire Station 1 Project - \$10 million – Project Management
- IT UPS/AC/Generator Project - \$700 thousand – Project Management

Brea

- **South Brea Water Sewer Project - \$5.4 million – Construction Manager**

Costa Mesa

- Fairview Road – Fair to Newport Blvd Rehabilitation Project \$2 million – Project Manager (Federal Project)
- Fire Station 3 Renovation - \$250 thousand – Construction Manager

Oceanside

- Navigation Center - \$7.1 million – Project Management
- El Camino Bridge Abutment Repair - \$60 thousand – Construction Management
- Butler Street Stormdrain Relining Project - \$200 thousand – Project/Construction Management
- Code Enforcement Relocation Project - \$500 thousand – Project/Construction Management

Deputy Public Works Director / City of Santa Ana / 2019 – 2021

Building Projects:

Southwest Senior Remodel Project - \$250 thousand



A SAFEbuilt® COMPANY

Years of Experience: 32

Education

- BS, Civil Engineering, University of Texas – El Paso, 1988

License / Certification

- CA Registered Civil Engineer - 59426

Areas of Expertise

- Street Widening
- Underground Infrastructure
- Bridges
- Facility CIP
- Facility Maintenance (City Hall, City Yard, SARTC, Police Administration, Jail, Stores)
- Facility Management (City Yard, Santa Ana Regional Transportation Center)
- Construction Engineering
- Fleet
- Environmental Program
- Stores
- Streetlights

Specialized Skills & Training

- Microsoft Office
- Primavera Project Planner
- Uniform Building Code
- Standard Specifications for Public Construction
- Title 24, American Disabilities Act
- Caltrans Specification and Plans

INTERWEST

Santa Ana Senior Center Remodel Project - \$250 thousand
Walnut Pump Station Project - \$5 million
City Manager Office Remodel Project - \$150 thousand
HR Office Remodel Project - \$100 thousand
Council Chamber Remodel Project - \$200 thousand
Council Meeting Room Remodel Project - \$50 thousand
Ross Annex Chiller Replacement Project - \$700 thousand
PD Evidence Freezer and Refrigerator Storage Replacement Project - \$90 thousand
Corporate Yard Roof Replacement Project - \$250 thousand
Water Department Office Remodel Project - \$50 thousand
OC Fire Station 72 Sink Hole Mitigation Project - \$60 thousand
OC Fire Station 70 Roof Replacement Project - \$80 thousand

Construction Engineering and Facility CIP Responsibilities: Supervised, and trained engineers, construction managers, and inspectors for an annual CIP of \$20-\$25 million, which included facility design and construction, street widening and rehabilitation, stormdrain, water, sewer, traffic signal, and streetlight infrastructure design and construction. Supervised Senior Civil Engineers and consultants on periodically review project progress. Worked collaboratively with several City departments to plan, gather input and exchange ideas during the project. Coordinated related interdepartmental projects. Conducted special studies, analyses on public works CIP, prepared reports, and recommendations. Performed divisional budgets and Capital Improvement Project budgets. Determined availability of funding for various projects or services. Monitored the progress of ongoing capital improvement projects. Supervised and evaluated performance of subordinates and trained and mentored staff. Made personnel recommendations for the division. Supervised the preparation of plans, specifications, cost estimates, and other contract documents for all capital outlay and maintenance projects within the City. Prepared requests for proposals and review bids submitted by outside consultants. Used current computer software applications to prepare reports, estimates, agreements, written requests to City Council with recommendations, technical analyses, Requests for Proposals, and other documents. Responded to public requests. Filled in for the Public Works Director during his absence. Supervised and reviewed all construction contracting performed by the City, directed the inspection and survey of all capital contracts. Monitored and periodically prepare reports on all phases of capital construction contracts administered by the division. Mitigated issues with the public.

Principal Civil Engineer / City of Santa Ana / 2011 – 2019

Major Projects:

Bristol Street Widening at Seventeenth Street - \$2.9 million
Bristol Street Widening at Fifteenth Street - \$2.2 million
Bristol Street Widening at Warner Avenue - \$2.5 million
Bristol Street Widening & Stormdrain at First Street - \$3.5 million
Grand Avenue Street Widening & Stormdrain at Grand Avenue – 4.5 million
Santa Ana Fire Station 1 New Facility Project – \$3 million
West End Pump Station Remodel Project - \$2 million
Memory Lane Bridge Widening Project - \$10 million
North Flower Bridge Widening Project - \$2 million
First Street Bridge Widening Project - \$5 million
Pacific Electric Park Project - \$2 million
Memory Lane Park Project - \$800 thousands
Santa Ana Zoo Necropsy Facility Project - \$500 thousand
Santa Ana Zoo Restroom Remodel Project - \$200 thousand
Santa Ana Zoo Anteatr Exhibit Project - \$700 thousand

Construction Engineering and Facility CIP Responsibilities: Supervised, and trained engineers, construction managers, and inspectors for an annual CIP of \$20-\$25 million, which included facility design and construction, street widening and rehabilitation, stormdrain, water, sewer, traffic signal, and streetlight infrastructure design and construction. Supervised Senior Civil Engineer and consultants on periodically review project progress. Worked

collaboratively with several City departments to plan, gather input and exchange ideas during the project. Coordinated related interdepartmental projects. Conducted special studies and analyses on public works CIP, prepared reports and recommendations. Performed divisional budgets and Capital Improvement Project budgets. Determined availability of funding for various projects or services. Monitored the progress of ongoing capital improvement projects. Supervised and evaluated performance of subordinates and trained and mentored staff. Made personnel recommendations for the division. Supervised the preparation of plans, specifications, cost estimates, and other contract documents for all capital outlay and maintenance projects within the City. Prepared requests for proposals and review bids submitted by outside consultants. Used current computer software applications to prepare reports, estimates, agreements, written requests to City Council with recommendations, technical analyses, Requests for Proposals, and other documents. Responded to public requests. Filled in for the Public Works Director during his absence. Supervised and reviewed all construction contracting performed by the City, directed the inspection and survey of all capital contracts. Monitored and periodically prepare reports on all phases of capital construction contracts administered by the division. Mitigated issues with the public.

Environmental Program Responsibilities: Supervised and trained NPDES Manager. Supervised the management of the City's Urban Stormwater/NPDES Program in accordance with federal, state, and local laws and regulations. Supervise the management the City's Illegal Discharges/Illicit Connections Program, Water Quality Management Program (WQMP), Total Maximum Daily Load (TMDL) compliance program, municipal inspection program including but not limited to construction and commercial/industrial facilities, stormdrain facility inspection/cleaning program, and other related programs. Performed an annual Program Effectiveness Assessment (PEA) of the City's stormwater program for submittal to the Santa Ana Regional Water Quality Control Board. Participate in the development, implementation, and administration of goals, objectives, policies, procedures, and priorities for stormwater compliance programs. Participated in the development and administration of the assigned program budget; forecasts additional funds needed; directs the monitoring of and approval of expenditures; and recommends budget adjustments, as necessary. Supervised staff, prioritized and reviewed work, evaluated employee performance, and provided technical guidance and training. Assisted in the recruitment and hiring of staff. Managed consultant contracts and monitors the work performed, reviewed and approved invoices. Prepared requests for qualifications and requests for proposals; reviewed proposals to ensure conformity with state law, local ordinances, and departmental policies. Performed research, compiles, and analyzes data, and prepared technical reports relating to water quality compliance projects, permits, and programs. Acted as the City representative for the stormwater quality program, prepared a variety of reports/presentations for meetings with regulatory agencies, County, local jurisdictions, and other organizations. Attended and participated in professional group meetings and committees. Kept apprised of new trends and innovations in the field of stormwater management. Maintained storm drain facility asset inventory. Oversaw the construction of the Santa Ana Delhi Diversion, which diverts non-stormwater to the sewer and removes trash from the bay.

Streetlight Responsibilities: Developed goals, objectives, policies, and priorities for Streetlight Maintenance and Smart City opportunities. Over saw the purchase of SCE streetlights. Provided training for a safe working environment and building security. Monitored and evaluated the efficiency and effectiveness of service delivery methods. Planed, directed, coordinated and monitored the work of staff and outside contractors in the purchase, maintenance and repair of Streetlights. Developed Capital Improvement Projects (CIP) to establish appropriate replacement cycles and costs. Ensured financial sustainability and balanced budgets. Researched and identified federal, state and local grants to leverage local dollars. Managed maintenance agreements. Provided for the oversight and management of streetlight maintenance contracts. Analyzed energy usage of City Streetlights and devised and implemented energy conservation measures. Ensured safe and legal work practices. Prepared Requests for City Council Actions and other documents and reports; made presentations as needed. Developed, administered and monitored budgets.

APPENDIX F

Required City Forms

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01



VENDOR APPLICATION FORM
FOR
RFP No. _____ for _____

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Interwest Consulting Group

Contact Person for Agreement: Paul Meschino

Corporate Mailing Address: PO Box 18330

City, State and Zip Code: Boulder CO, 80308

E-Mail Address: pmeschino@interwestgrp.com

Phone: [REDACTED] Fax: 714.899.9030

Contact Person for Proposals: Steve Kooyman, PE

Title: Project Manager E-Mail Address: skooyman@interwestgrp.com

Business Telephone: 530-318-1066 Business Fax: 714.899.9030

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Mundt, Bradley J.	Director	714.899.9039
Giordano, Christopher	CEO	714.899.9039
Meschino, Paul (Signing Authority)	President	619.372.9962
Burke, Elizabeth	Vice President / Secretary	714.899.9039
Haynes, Daniel J.	Vice President / Treasurer	714.899.9039
Schlachet, Loren J.	Vice President	714.899.9039

Federal Tax Identification Number: 

City of Costa Mesa Business License Number: Interwest will obtain a Costa Mesa Business License upon award of contract.
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Interwest Consulting Group, Inc.

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 1 Jenner, Suite 160, Irvine, CA 92618

Website Address: <https://interwestgrp.com/>

Telephone Number: 714.899.9039

Facsimile Number: 714.899.9039

Email Address: iw-bids@interwestgrp.com

Length of time the firm has been in business: 21 Years

Length of time at current location: 3 years in Irvine office; 20 in Orange County

Is your firm a sole proprietorship doing business under a different name: ___ Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: XXXXXXXXXX

Regular Business Hours: 8 AM to 5 PM

Regular holidays and hours when business is closed: Closed Saturdays and Sundays, New Years Day Memorial Day, 4th of July, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Day

Contact person in reference to this solicitation: Paul Meschino

Telephone Number: 619.372.9962

Facsimile Number: 714.899.9039

Email Address: pmeschino@interwestgrp.com

Contact person for accounts payable: Mike Marr

Telephone Number: 970.829.0049

Facsimile Number: 714.899.9039

Email Address: mmarr@interwestgrp.com

Name of Project Manager: Steve Kooyman, PE

Telephone Number: 530.318.1066

Facsimile Number: 714.899.9039

Email Address: skooyman@interwestgrp.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Costa Mesa

Contact Name: Raja Sethuraman, Public Services Director

Contract Amount: N/A

Email: RAJA.SETHURAMAN@COSTAMESACA.GOV

Address: 77 Fair Dr, Costa Mesa, CA 92626

Brief Contract Description:

This was a project funded by multiple sources including OCTA and Drainage Improvement funds, which required continuous documentation and adherence with OCTA procedures. This project consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds.

Company Name: City of Santa Ana

Telephone Number: 714.647.5632

Contact Name: Kenny Nguyen, Senior Civil Engineer

Contract Amount: N/A

Email: KNGUYEN@SANTA-ANA.ORG

Address: 20 Civic Center Plaza, Santa Ana, CA 92702

Brief Contract Description:

Interwest is providing construction management and inspection services for this project, which aims to widen a 1-mile segment of Warner Avenue, a regionally significant arterial roadway in the City of Santa Ana. Phase 1 involves an area of 0.3 miles along Warner Avenue between Main Street and Oak Street, widening the roadway from four to six lanes, with three lanes in each direction.

Company Name: South Pasadena

Telephone Number: 626.403.7240

Contact Name: Khristine Courdy, Deputy Public Works Director

Contract Amount: \$1.1M

Email: KCOURDY@SOUTHPASADENACA.GOV

Address: 1414 Mission Street, South Pasadena, CA 91030

Brief Contract Description:

Interwest provided construction management and inspection services on this project which included repair of damaged asphalt pavement by grinding and overlay with conventional asphalt, installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments.

Company Name: City of Brea

Telephone Number: 714.990.7657

Contact Name: Michael Ho, PE

Contract Amount: \$79M

Email: MICHAELH@CI.BREA.CA.US

Address: 1 Civic Center Circle, Brea, CA 92821

Brief Contract Description:

The Project entails the construction of the SR 57 & Lambert Road Interchange which includes the re-alignment of the Northbound off-ramp, new Northbound on-ramp loop with bridge, widening of Lambert Road west (new right turn lane), widening of Northbound on-ramp, widening and extension of Southbound off-ramp, widening of Lambert Road east (new right turn lane) for Southbound on-ramp, widening and extension of Southbound on-ramp and bridge widening at Railroad Crossing, SR 57/ Lambert Bridge widening, Retaining walls, sound walls, and other various signal and street median improvements.

Company Name: Rancho Palos Verdes

Telephone Number: 310.544.5282

Contact Name: Charles Eder

Contract Amount: \$2.2M

Email: CHARLESE@RPVCA.GOV

Address: 30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275

Brief Contract Description:

Interwest provided construction management and inspection services on the Area 8 Residential Street Rehabilitation Project, Phase I. This resurfacing project had a duration of 45 working days, with 10 additional days for pre/post-construction tasks, for a combined total of 55 working days. The engineer's estimate for the entire project was \$2.2 million. Interwest's inspector was required for 10 hours per day and our project manager/construction manager was required for 2 hours per day. Tasks included furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to remove and replace sidewalk, ramps, driveway aprons, curb & gutter, crack routing and sealing, and AC repairs at various locations throughout the City. All work was performed in strict conformance with the contract documents, permits from regulatory agencies with jurisdiction, and applicable regulations.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-01 FOR _____** at any time after **November 09, 2020**.

Construction Management and Inspection Support Services for
Adams Ave and Pinecreek Drive Intersection Project



Signature

Date: August 25, 2023

Paul Meschino

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____ FOR _____**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

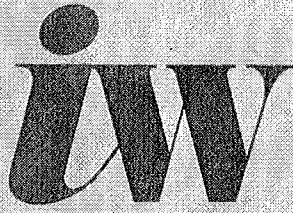
DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

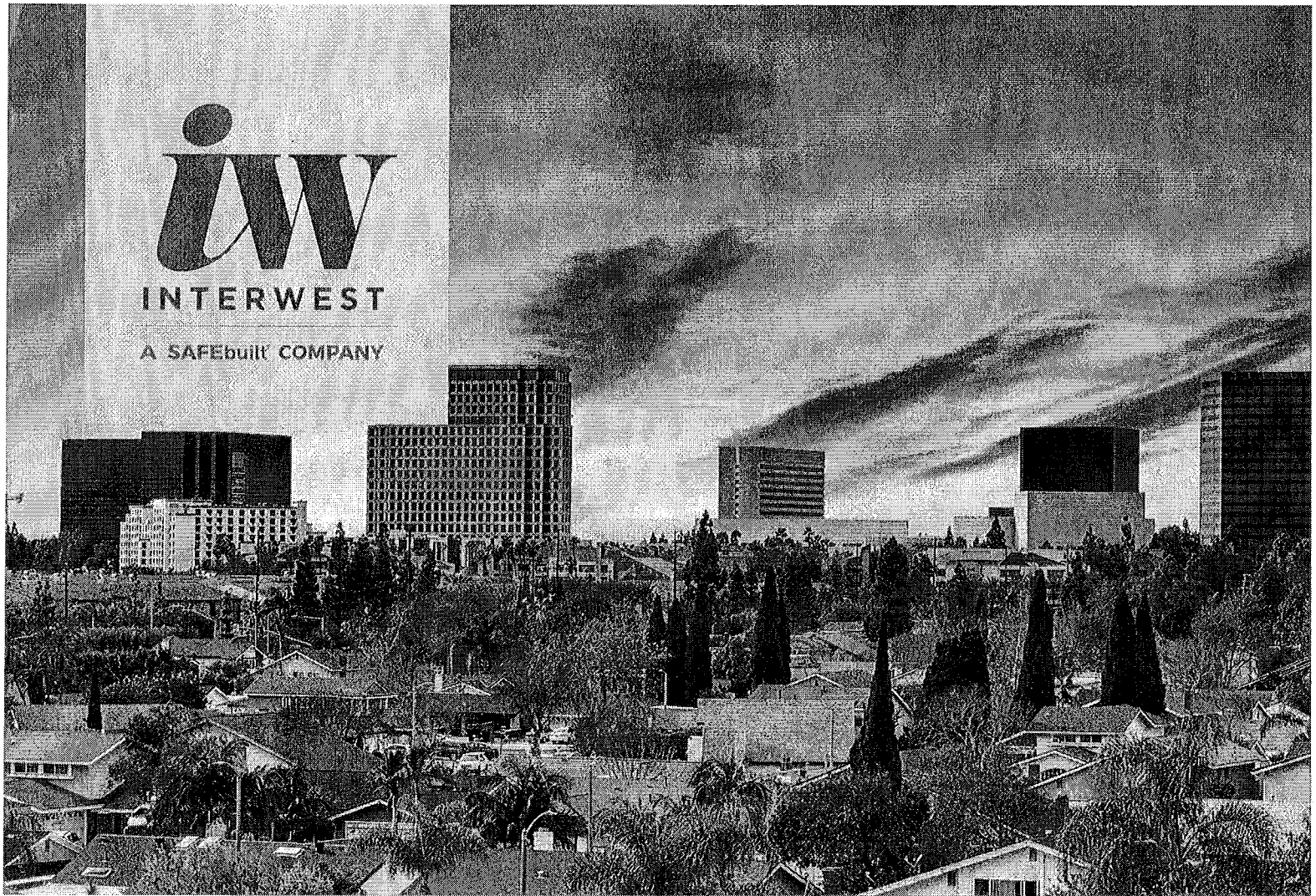
Yes _____ No

If the answer is yes, explain the circumstances in the following space.



INTERWEST

A SAFEbuilt COMPANY



CITY OF COSTA MESA



Proposal – Construction Management and
Inspection Support Services for Adams Ave and
Pinecreek Drive Intersection Project (Federal
Project No. CML-5312(104), City Project No. 23-01)

August 25, 2023

Appendix F Forms & Resumes

MAIN PROPOSAL CONTACT:
Shelby Sieracki
Account Manager
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com

Steve Kooyman, PE

Construction Manager and Inspection Division Manager | Project Manager

Steve is a registered Civil Engineer with 30 years of civil engineering experience and has spent a vast amount of his career serving numerous jurisdictions throughout Northern and Southern California regions. Steve provides Project Management and Construction Management and Inspection Services to our clients throughout Southern California. He has assisted several Cities in delivering various Public Works Capital Improvement Program projects from Preliminary Planning/Environmental (PAED), Design (PS&E review), Bid and Award, and into Construction (Project Management/Construction Management) for watermain replacement, sewer replacement, storm drain replacement, street rehabilitation, ADA and sidewalk replacement, facilities improvements, parks and landscape, masterplan development, and has assisted the Cities with coordination and project delivery for Caltrans/City Cooperative Agreement projects. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public.

PROJECT SPECIFIC EXPERIENCE (Last 3 Years)

Arovista Park Modernization Project, CIP 7978 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$26M Construction Completion Date: Anticipated September 2024

Steve is the project manager overseeing and managing the design architect/engineering firms to develop the Plans and Specifications to modify the existing 14+ acre park in Brea. Bid Documents are anticipated to be completed in June 2023.

Senior Center and Pioneer Hall Roof, CIP 7965 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$360K Construction Completion Date: Anticipated September 2023

Steve is the project manager overseeing the completion of the Plans and Specifications for a 12,400 SF re-roof project. Bid Documents were completed in March 2023.

Traffic Signal Modification, Project CIP 7717 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$320K Construction Completion Date: Anticipated September 2023

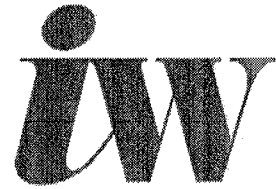
Steve is the project manager overseeing and managing two design engineering firms to develop the Plans and Specifications to modify the existing signals at three intersections in the City. Bid Documents were completed in April 2023.

Brea Boulevard Street Improvements, CIP 7299 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$700K Construction Completion Date: Anticipated October 2023

Steve is the project manager overseeing and managing the design engineering firm to develop the Plans and Specifications for a ¾ miles main arterial street rehabilitation project, which includes milling 2" deep 30,000 sf of pavement, placement of 250,000 SF Type II Slurry, removing and replacement of 12 ADA ramps, and other AC and PCC street improvements along Brea Blvd from Imperial Highway to Fir Street. Bid Documents were completed in April 2023.



INTERWEST

A **SAFEBUILT** COMPANY

YEARS OF EXPERIENCE: 30

EDUCATION:

- BS, Civil Engineering, California State University, Chico

CERTIFICATIONS

- CA Registered Civil Engineer, 55757
- NV Registered Civil Engineer, 13015
- QSD/QSP Training

PROFESSIONAL AFFILIATIONS

- National and Orange County ASCE Member

AREAS OF EXPERTISE

- Civil Engineering
- Public Works
- Program Management
- Construction Management
- Master Scheduling
- Master Budgeting

South Brea Water and Sewer Replacement Project, CIP 7454, 7466, 7626 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$5.4M **Construction Completion Date:** Anticipated April 2023

Steve is the project manager for the replacement of 14,850 LF 8" C-900 water mains and appurtenances, 300 1"-2" copper water services, 32 FH's, 1,794 LF of 6-8" VCP sewer mains, 28 ADA ramps and miscellaneous curb and gutter work, 2,800 SF of AC R&R, 174,00 SF AC grinding, 1,850 TN's ARHM overlay, 384,000 SF Type II slurry, traffic control, and erosion control measures within various streets in the South Brea subdivision area.

SR 57/Lambert Road Interchange Improvements, CIP 7251 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$55M **Construction Completion Date:** Anticipated August 2023

Steve was the project manager and construction manager for the City on the Caltrans/City Cooperative Agreement Project to improve the SR57/Lambert Interchange with the construction of new loop on ramp and bridge, extension of existing UC bridge, widening Lambert Road, re-alignment of on and off ramps, and various retaining and sound walls.

Country Hills Subdivision Pavement and Water Improvements, CIP 7322 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$5.3M **Completion Date:** October 2022

Steve was the project manager and construction manager for the replacement of 19,300 LF C-900 8" water mains and appurtenances, 500 1"-2" copper water services, 40 FH's, 57 ADA ramps and miscellaneous curb and gutter work, 40,000 SF of AC R&R, 690,000 SF AC grinding, 9,800 TN's HMA overlay, traffic control, and erosion control measures within various streets in the Country Hills subdivision area.

Napoli Tract Pavement and Water Improvements, CIP 7458 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$1.3M **Completion Date:** August 2021

Steve was the project manager for the replacement of 15,600 LF 8"-10" C-900 water mains and appurtenances, 265 1" copper water services, 32 FH's, 3 pressure regulating stations, 530 LF of 8" sewer main, 22 ADA ramps and miscellaneous curb and gutter work, 159,480 SF AC grinding, 1,550 TN's ARHM overlay, traffic control, and erosion control measures within various streets in the Napoli Tract subdivision area.

North Hills Subdivision East and West Water and Pavement Improvements, CIP 7459-7460 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$5.2M **Completion Date:** August 2021

Steve was the project manager for the replacement of 15,600 LF 8"-10" C-900 water mains and appurtenances, 265 1" copper water services, 32 FH's, 3 pressure regulating stations, 530 LF of 8" sewer main, 22 ADA ramps and miscellaneous curb and gutter work, 159,480 SF AC grinding, 1,550 TN's ARHM overlay, traffic control, and erosion control measures within various streets in the Napoli Tract subdivision area.

Eagle Hills Tract Water and Pavement Improvements, CIP 7467 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$3.0M **Completion Date:** December 2020

Steve was the project manager for the replacement of 9,960 LF 8"-10" C-900 water mains and appurtenances, 189 1"-2" copper water services, 20 FH's, 1 pressure regulating station, 34 ADA ramps and miscellaneous curb and gutter work, 400,000 SF AC grinding, 4,800 TN's AC HMA overlay, traffic control, and erosion control measures within various streets in the Eagle Hills Tract subdivision area.

Puente Street, Gemini and Titan Way Water and Pavement Improvements, CIP 74311,7464 & 7453 / City of Brea, CA

Contact: Michael Ho, PE, Public Works Director, 714.990.7698

Value: \$4.7M **Completion Date:** December 2020

Steve was the project manager for the replacement of 6,900 LF 12" C-900 water mains and appurtenances, 46 1"-3" copper water services, 24 FH's, 10 ADA ramps and miscellaneous curb and gutter work, replacement of stamped concrete medians, 124,000 SF AC grinding, 4,100 TN's ARHM and 9,200 TN's AC Base Course overlay, traffic control, and erosion control

Tyrone J. Chesanek, P.E.

CONSTRUCTION MANAGER

Experienced Deputy Public Works Director managing Facility and Parks CIP, Facility Maintenance, Street and Utility CIP, Facilities Management, Stores, Fleet Services, Environmental Program, and Streetlights. Assisted in planning, directing, supervising, and coordinating departmental operations; assigned work activities, projects and programs; monitored workflow; reviewed and evaluated work products, methods and procedures. Prepared and presented staff reports to City Council, Council Committees, boards, commissions and numerous civic organizations representing the Department. Assisted with the preparation of operating and capital improvement budgets, including long-term maintenance management. Supervised and assisted subordinate supervisors in the operations and maintenance of City infrastructure, and established long-range plans and goals. Participated in recommending the appointment of personnel; provided staff training; worked with employees to correct deficiencies, implemented discipline procedures, and recommended employee terminations. Coordinated Departmental activities with other departments, outside agencies, and private organizations. Provided staff assistance to the Public Works Director; prepared and presented staff reports.

PROFESSIONAL HISTORY

Project/Construction Manager / Interwest / 2021 - Present

Project/Construction Manager for the following cities:

Fountain Valley

- PD Facility Remodel - \$2.5 million – Project/Construction Manager
- Universal Playground & Recreation Area Project - \$2 million – Project/Construction Manager
- City Hall Finance Office Remodel - \$40 thousand – Project/Construction Manager
- City Hall Entry Security Project - \$50 thousand – Project/Construction Manager
- Fire Station 1 Project - \$10 million – Project Management
- IT UPS/AC/Generator Project - \$700 thousand – Project Management

Brea

- **South Brea Water Sewer Project - \$5.4 million – Construction Manager**

Costa Mesa

- Fairview Road – Fair to Newport Blvd Rehabilitation Project \$2 million – Project Manager (Federal Project)
- Fire Station 3 Renovation - \$250 thousand – Construction Manager

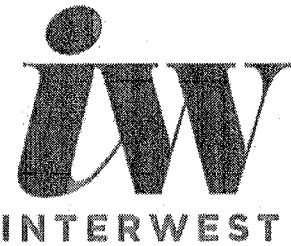
Oceanside

- Navigation Center - \$7.1 million – Project Management
- El Camino Bridge Abutment Repair - \$60 thousand – Construction Management
- Butler Street Stormdrain Relining Project - \$200 thousand – Project/Construction Management
- Code Enforcement Relocation Project - \$500 thousand – Project/Construction Management

Deputy Public Works Director / City of Santa Ana / 2019 – 2021

Building Projects:

Southwest Senior Remodel Project - \$250 thousand



A SAFEbuilt COMPANY

Years of Experience: 32

Education

- BS, Civil Engineering, University of Texas – El Paso, 1988

License / Certification

- CA Registered Civil Engineer - 59426

Areas of Expertise

- Street Widening
- Underground Infrastructure
- Bridges
- Facility CIP
- Facility Maintenance (City Hall, City Yard, SARTC, Police Administration, Jail, Stores)
- Facility Management (City Yard, Santa Ana Regional Transportation Center)
- Construction Engineering
- Fleet
- Environmental Program
- Stores
- Streetlights

Specialized Skills & Training

- Microsoft Office
- Primavera Project Planner
- Uniform Building Code
- Standard Specifications for Public Construction
- Title 24, American Disabilities Act
- Caltrans Specification and Plans

INTERWEST

Santa Ana Senior Center Remodel Project - \$250 thousand
Walnut Pump Station Project - \$5 million
City Manager Office Remodel Project - \$150 thousand
HR Office Remodel Project - \$100 thousand
Council Chamber Remodel Project - \$200 thousand
Council Meeting Room Remodel Project - \$50 thousand
Ross Annex Chiller Replacement Project - \$700 thousand
PD Evidence Freezer and Refrigerator Storage Replacement Project - \$90 thousand
Corporate Yard Roof Replacement Project - \$250 thousand
Water Department Office Remodel Project - \$50 thousand
OC Fire Station 72 Sink Hole Mitigation Project - \$60 thousand
OC Fire Station 70 Roof Replacement Project - \$80 thousand

Construction Engineering and Facility CIP Responsibilities: Supervised, and trained engineers, construction managers, and inspectors for an annual CIP of \$20-\$25 million, which included facility design and construction, street widening and rehabilitation, stormdrain, water, sewer, traffic signal, and streetlight infrastructure design and construction. Supervised Senior Civil Engineers and consultants on periodically review project progress. Worked collaboratively with several City departments to plan, gather input and exchange ideas during the project. Coordinated related interdepartmental projects. Conducted special studies, analyses on public works CIP, prepared reports, and recommendations. Performed divisional budgets and Capital Improvement Project budgets. Determined availability of funding for various projects or services. Monitored the progress of ongoing capital improvement projects. Supervised and evaluated performance of subordinates and trained and mentored staff. Made personnel recommendations for the division. Supervised the preparation of plans, specifications, cost estimates, and other contract documents for all capital outlay and maintenance projects within the City. Prepared requests for proposals and review bids submitted by outside consultants. Used current computer software applications to prepare reports, estimates, agreements, written requests to City Council with recommendations, technical analyses, Requests for Proposals, and other documents. Responded to public requests. Filled in for the Public Works Director during his absence. Supervised and reviewed all construction contracting performed by the City, directed the inspection and survey of all capital contracts. Monitored and periodically prepare reports on all phases of capital construction contracts administered by the division. Mitigated issues with the public.

Principal Civil Engineer / City of Santa Ana / 2011 – 2019

Major Projects:

Bristol Street Widening at Seventeenth Street - \$2.9 million
Bristol Street Widening at Fifteenth Street - \$2.2 million
Bristol Street Widening at Warner Avenue - \$2.5 million
Bristol Street Widening & Stormdrain at First Street - \$3.5 million
Grand Avenue Street Widening & Stormdrain at Grand Avenue – 4.5 million
Santa Ana Fire Station 1 New Facility Project – \$3 million
West End Pump Station Remodel Project - \$2 million
Memory Lane Bridge Widening Project - \$10 million
North Flower Bridge Widening Project - \$2 million
First Street Bridge Widening Project - \$5 million
Pacific Electric Park Project - \$2 million
Memory Lane Park Project - \$800 thousands
Santa Ana Zoo Necropsy Facility Project - \$500 thousand
Santa Ana Zoo Restroom Remodel Project - \$200 thousand
Santa Ana Zoo Anteatr Exhibit Project - \$700 thousand

Construction Engineering and Facility CIP Responsibilities: Supervised, and trained engineers, construction managers, and inspectors for an annual CIP of \$20-\$25 million, which included facility design and construction, street widening and rehabilitation, stormdrain, water, sewer, traffic signal, and streetlight infrastructure design and construction. Supervised Senior Civil Engineer and consultants on periodically review project progress. Worked

collaboratively with several City departments to plan, gather input and exchange ideas during the project. Coordinated related interdepartmental projects. Conducted special studies and analyses on public works CIP, prepared reports and recommendations. Performed divisional budgets and Capital Improvement Project budgets. Determined availability of funding for various projects or services. Monitored the progress of ongoing capital improvement projects. Supervised and evaluated performance of subordinates and trained and mentored staff. Made personnel recommendations for the division. Supervised the preparation of plans, specifications, cost estimates, and other contract documents for all capital outlay and maintenance projects within the City. Prepared requests for proposals and review bids submitted by outside consultants. Used current computer software applications to prepare reports, estimates, agreements, written requests to City Council with recommendations, technical analyses, Requests for Proposals, and other documents. Responded to public requests. Filled in for the Public Works Director during his absence. Supervised and reviewed all construction contracting performed by the City, directed the inspection and survey of all capital contracts. Monitored and periodically prepare reports on all phases of capital construction contracts administered by the division. Mitigated issues with the public.

Environmental Program Responsibilities: Supervised and trained NPDES Manager. Supervised the management of the City's Urban Stormwater/NPDES Program in accordance with federal, state, and local laws and regulations. Supervise the management the City's Illegal Discharges/Illicit Connections Program, Water Quality Management Program (WQMP), Total Maximum Daily Load (TMDL) compliance program, municipal inspection program including but not limited to construction and commercial/industrial facilities, stormdrain facility inspection/cleaning program, and other related programs. Performed an annual Program Effectiveness Assessment (PEA) of the City's stormwater program for submittal to the Santa Ana Regional Water Quality Control Board. Participate in the development, implementation, and administration of goals, objectives, policies, procedures, and priorities for stormwater compliance programs. Participated in the development and administration of the assigned program budget; forecasts additional funds needed; directs the monitoring of and approval of expenditures; and recommends budget adjustments, as necessary. Supervised staff, prioritized and reviewed work, evaluated employee performance, and provided technical guidance and training. Assisted in the recruitment and hiring of staff. Managed consultant contracts and monitors the work performed, reviewed and approved invoices. Prepared requests for qualifications and requests for proposals; reviewed proposals to ensure conformity with state law, local ordinances, and departmental policies. Performed research, compiles, and analyzes data, and prepared technical reports relating to water quality compliance projects, permits, and programs. Acted as the City representative for the stormwater quality program, prepared a variety of reports/presentations for meetings with regulatory agencies, County, local jurisdictions, and other organizations. Attended and participated in professional group meetings and committees. Kept apprised of new trends and innovations in the field of stormwater management. Maintained storm drain facility asset inventory. Oversaw the construction of the Santa Ana Delhi Diversion, which diverts non-stormwater to the sewer and removes trash from the bay.

Streetlight Responsibilities: Developed goals, objectives, policies, and priorities for Streetlight Maintenance and Smart City opportunities. Over saw the purchase of SCE streetlights. Provided training for a safe working environment and building security. Monitored and evaluated the efficiency and effectiveness of service delivery methods. Planed, directed, coordinated and monitored the work of staff and outside contractors in the purchase, maintenance and repair of Streetlights. Developed Capital Improvement Projects (CIP) to establish appropriate replacement cycles and costs. Ensured financial sustainability and balanced budgets. Researched and identified federal, state and local grants to leverage local dollars. Managed maintenance agreements. Provided for the oversight and management of streetlight maintenance contracts. Analyzed energy usage of City Streetlights and devised and implemented energy conservation measures. Ensured safe and legal work practices. Prepared Requests for City Council Actions and other documents and reports; made presentations as needed. Developed, administered and monitored budgets.

APPENDIX F

Required City Forms

Adams Avenue and Pinecreek Drive Intersection Project

Federal Project No. CML-5312(104)

City Project No. 23-01

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Mundt, Bradley J.	Director	714.899.9039
Giordano, Christopher	CEO	714.899.9039
Meschino, Paul (Signing Authority)	President	619.372.9962
Burke, Elizabeth	Vice President / Secretary	714.899.9039
Haynes, Daniel J.	Vice President / Treasurer	714.899.9039
Schlachet, Loren J.	Vice President	714.899.9039

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: Interwest will obtain a Costa Mesa Business License upon award of contract.
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Interwest Consulting Group, Inc.

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 1 Jenner, Suite 160, Irvine, CA 92618

Website Address: <https://interwestgrp.com/>

Telephone Number: 714.899.9039

Facsimile Number: 714.899.9039

Email Address: iw-bids@interwestgrp.com

Length of time the firm has been in business: 21 Years

Length of time at current location: 3 years in Irvine office; 20 in Orange County

Is your firm a sole proprietorship doing business under a different name: ___ Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: XXXXXXXXXX

Regular Business Hours: 8 AM to 5 PM

Regular holidays and hours when business is closed: Closed Saturdays and Sundays, New Years Day Memorial Day, 4th of July, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Day

Contact person in reference to this solicitation: Paul Meschino

Telephone Number: 619.372.9962

Facsimile Number: 714.899.9039

Email Address: pmeschino@interwestgrp.com

Contact person for accounts payable: Mike Marr

Telephone Number: 970.829.0049

Facsimile Number: 714.899.9039

Email Address: mmarr@interwestgrp.com

Name of Project Manager: Steve Kooyman, PE

Telephone Number: 530.318.1066

Facsimile Number: 714.899.9039

Email Address: skooyman@interwestgrp.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Costa Mesa

Contact Name: Raja Sethuraman, Public Services Director

Contract Amount: N/A

Email: RAJA.SETHURAMAN@COSTAMESACA.GOV

Address: 77 Fair Dr, Costa Mesa, CA 92626

Brief Contract Description:

This was a project funded by multiple sources including OCTA and Drainage Improvement funds, which required continuous documentation and adherence with OCTA procedures. This project consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds.

Company Name: City of Santa Ana

Telephone Number: 714.647.5632

Contact Name: Kenny Nguyen, Senior Civil Engineer

Contract Amount: N/A

Email: KNGUYEN@SANTA-ANA.ORG

Address: 20 Civic Center Plaza, Santa Ana, CA 92702

Brief Contract Description:

Interwest is providing construction management and inspection services for this project, which aims to widen a 1-mile segment of Warner Avenue, a regionally significant arterial roadway in the City of Santa Ana. Phase 1 involves an area of 0.3 miles along Warner Avenue between Main Street and Oak Street, widening the roadway from four to six lanes, with three lanes in each direction.

Company Name: South Pasadena

Telephone Number: 626.403.7240

Contact Name: Khristine Courdy, Deputy Public Works Director

Contract Amount: \$1.1M

Email: KCOURDY@SOUTHPASADENACA.GOV

Address: 1414 Mission Street, South Pasadena, CA 91030

Brief Contract Description:

Interwest provided construction management and inspection services on this project which included repair of damaged asphalt pavement by grinding and overlay with conventional asphalt, installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers, replacement of water services, valves, meter boxes, and fire hydrants, resetting of survey monuments.

Company Name: City of Brea

Telephone Number: 714.990.7657

Contact Name: Michael Ho, PE

Contract Amount: \$79M

Email: MICHAELH@CI.BREA.CA.US

Address: 1 Civic Center Circle, Brea, CA 92821

Brief Contract Description:

The Project entails the construction of the SR 57 & Lambert Road Interchange which includes the re-alignment of the Northbound off-ramp, new Northbound on-ramp loop with bridge, widening of Lambert Road west (new right turn lane), widening of Northbound on-ramp, widening and extension of Southbound off-ramp, widening of Lambert Road east (new right turn lane) for Southbound on-ramp, widening and extension of Southbound on-ramp and bridge widening at Railroad Crossing, SR 57/ Lambert Bridge widening, Retaining walls, sound walls, and other various signal and street median improvements.

Company Name: Rancho Palos Verdes

Telephone Number: 310.544.5282

Contact Name: Charles Eder

Contract Amount: \$2.2M

Email: CHARLESE@RPVCA.GOV

Address: 30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275

Brief Contract Description:

Interwest provided construction management and inspection services on the Area 8 Residential Street Rehabilitation Project, Phase I. This resurfacing project had a duration of 45 working days, with 10 additional days for pre/post-construction tasks, for a combined total of 55 working days. The engineer's estimate for the entire project was \$2.2 million. Interwest's inspector was required for 10 hours per day and our project manager/construction manager was required for 2 hours per day. Tasks included furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to remove and replace sidewalk, ramps, driveway aprons, curb & gutter, crack routing and sealing, and AC repairs at various locations throughout the City. All work was performed in strict conformance with the contract documents, permits from regulatory agencies with jurisdiction, and applicable regulations.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-01** **FOR** _____ at any time after **November 09, 2020**.

Construction Management and Inspection Support Services for
Adams Ave and Pinecreek Drive Intersection Project



Signature

Paul Meschino

Print

Date: August 25, 2023

OR

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. _____** **FOR** _____. A copy of all such communications is attached to this form for public distribution.

Signature

Print

Date: _____

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

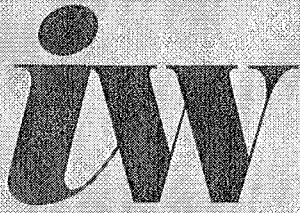
Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

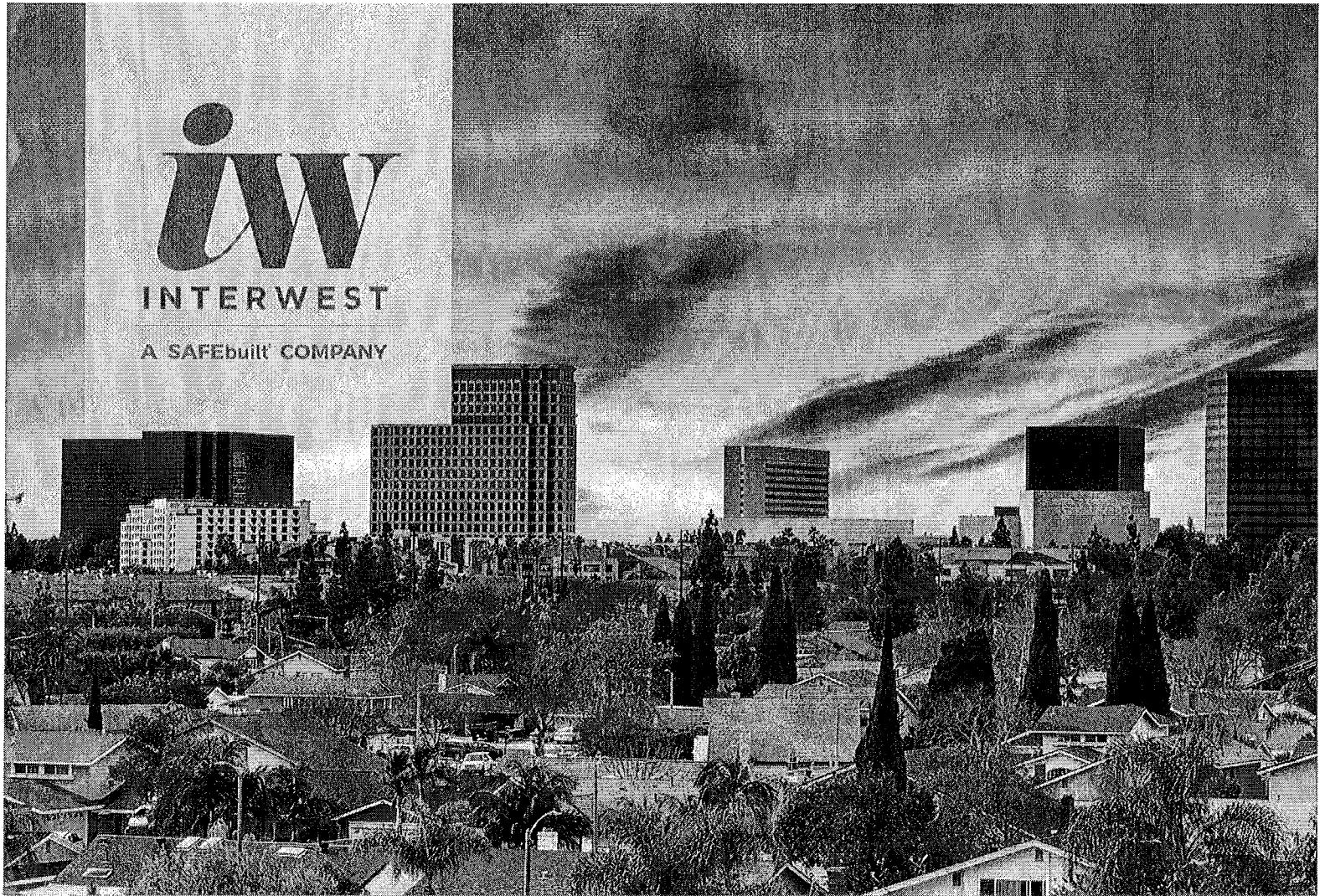
EXHIBIT C
FEE SCHEDULE

EXHIBIT B
CONSULTANT'S PROPOSAL



INTERWEST

A SAFEbuilt COMPANY



CITY OF COSTA MESA



Proposal – Construction Management and
Inspection Support Services for Adams Ave and
Pinecreek Drive Intersection Project (Federal
Project No. CML-5312(104), City Project No. 23-01)

August 25, 2023

Fee Proposal

MAIN PROPOSAL CONTACT:
Shelby Sieracki
Account Manager
626.224.2055
ssieracki@interwestgrp.com

www.interwestgrp.com

Fee Proposal / (separate attachment)

Please find the anticipated, proposed fee structure included below.

Additionally, the fees of our subconsultant teams are provided on the following pages.

Adams Avenue and Pinecreek Drive Intersection Project (Federal Project No. CML-5312 (104), City Project No. 23-01)

EE: \$1,700,000 Contract WDs: 90 WD

Phase	Position	WD	# Weeks	Hrs/Week	Tot Hours	Rate	Total
Pre - Construction Phase	CM/RE	10	3	10	30	\$ 165.00	\$ 4,950.00
	SR PW Observer	10	3	10	30	\$ 150.00	\$ 4,500.00
Phase Subtotal							\$ 9,450.00
Construction Phase	CM/RE	90	18	8	144	\$ 165.00	\$ 23,760.00
	SR PW Observer	90	18	40	720	\$ 150.00	\$ 108,000.00
	Material Testing and Inspection (Ninyo and Moore) (See Proposal)	LS					\$ 14,168.00
	Labor Compliance (Avant Garde) (See Proposal)	LS					\$ 28,220.00
	Federal Requirement Administration (LAPM Compliance)	LS					\$ 10,000.00
Phase Subtotal							\$ 184,148.00
Post - Construction Phase	CM/RE	10	3	15	45	\$ 165.00	\$ 7,425.00
	SR PW Observer	10	3	10	30	\$ 150.00	\$ 4,500.00
Phase Subtotal							\$ 11,925.00
Subtotal							\$ 205,523.00
Sub-Consultant Mark-Up (10%)							\$ 4,238.80
Contingency 10%							\$ 20,552.30
Total NTE							\$ 230,314.10

% of Job 11.516%

Note: Contingency for overtime and weekend work as needed, and if additional WD's are needed to continue service.

Table 1 - Breakdown of Estimated Fee

Field Services				
Field Technician - Subgrade & Aggr. Base	48 hours	@	\$ 110.00 /hour	\$ 5,280.00
Field Technician - Asphalt Concrete (AC)	16 hours	@	\$ 110.00 /hour	\$ 1,760.00
Field Technician - Slurry Seal	8 hours	@	\$ 115.00 /hour	\$ 920.00
Field ACI Technician - Concrete Testing	4 hours	@	\$ 115.00 /hour	\$ 460.00
Nuclear Density Gauge Usage	64 hours	@	\$ 12.00 /hour	\$ 768.00
Field Vehicle Usage	76 hours	@	\$ 15.00 /hour	\$ 1,140.00
			Subtotal	\$ 10,328.00
Laboratory Testing				
Proctor Density D 1557 - Subgrade and Aggr. Base	2 tests	@	\$220.00 /test	\$ 440.00
Sand Equivalent, D 2419, CT 217 - Aggr. Base	1 test	@	\$125.00 /test	\$ 125.00
Sieve Analysis, D6931, CT 202 - Aggr. Base	1 test	@	\$145.00 /test	\$ 145.00
% Asphalt Content and Gradation, D2172, CT 382 - AC	2 tests	@	\$250.00 /test	\$ 500.00
Hveem Stability and Unit Weight, D1560, CT 366 - AC	2 tests	@	\$225.00 /test	\$ 450.00
% Emulsion Content, D2172, CT 382 - Slurry Seal	2 tests	@	\$150.00 /test	\$ 300.00
Wet Track Abrasion, D3910 - Slurry Seal	2 tests	@	\$150.00 /test	\$ 300.00
Sand Equivalent, D 2419, CT 217 - Slurry Seal	1 test	@	\$125.00 /test	\$ 125.00
Sieve Analysis, D6931, CT 202 - Slurry Seal	1 test	@	\$145.00 /test	\$ 145.00
Concrete Compressive Strength - Concrete	5 tests	@	\$35.00 /test	\$ 175.00
			Subtotal	\$ 2,705.00
Project Coordination, Management and Technical Support				
Principal Engineer/Geologist/Environmental Scientist	1 hour	@	\$ 210.00 /hour	\$ 210.00
Project Engineer/Geologist/Environmental Scientist	5 hours	@	\$ 185.00 /hour	\$ 925.00
			Subtotal	\$ 1,135.00
TOTAL ESTIMATED FEE				\$ 14,168.00

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 210
Senior Engineer/Geologist/Environmental Scientist	\$ 200
Senior Project Engineer/Geologist/Environmental Scientist	\$ 195
Project Engineer/Geologist/Environmental Scientist	\$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 170
Staff Engineer/Geologist/Environmental Scientist	\$ 155
GIS Analyst	\$ 130
Technical Illustrator/CAD Operator	\$ 110

Field Staff

Certified Asbestos/Lead Technician	\$ 195
Field Operations Manager	\$ 130
Nondestructive Examination Technician (UT, MT, LP)	\$ 125
Supervisory Technician	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 115
Senior Technician	\$ 110
Technician	\$ 110

Administrative Staff

Information Specialist	\$ 90
Geotechnical/Environmental/Laboratory Assistant	\$ 95
Data Processor	\$ 75

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Field Equipment	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation - Time Rate, D 2435, CT 219	\$ 200
Direct Shear - Remolded, D 3080	\$ 350
Direct Shear - Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



Grants
 Compliance
 Funding Management
 Community Outreach

Contact Information

Lisette Montoya - (323) 371-5530 - lmontoya@agi.com.co
 807 S. Lemon Ave, Diamond Bar, CA 91789

Team Members

Lisette Montoya – Program Director
 Khristynne Aramouni – Program Manager
 Keith LeNoue – Senior Program Coordinator
 Summer Mann – Senior Program Coordinator

Hourly Rate Schedule

Avant-Garde offers the following hourly rates for all services proposed under this RFP.

HOURLY RATE SCHEDULE

Effective through June 30, 2024	Program Director.....\$136 Program Manager..... \$116 Senior Program Coordinator..... \$100 Program Coordinator..... \$89 Program Assistant..... \$79
Effective through June 30, 2025	Program Director..... \$143 Program Manager..... \$122 Senior Program Coordinator..... \$105 Program Coordinator..... \$93 Program Assistant..... \$83
Effective through June 30, 2026	Program Director..... \$150 Program Manager..... \$128 Senior Program Coordinator..... \$110 Program Coordinator..... \$98 Program Assistant..... \$87

The above fees will be increased each year July 1st automatically by no more than the percentage change of the Los Angeles-Long Beach-Anaheim California Consumer Price Index for All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the US Department of Labor and published by the US Bureau of Labor Statistics.

EXHIBIT D

CITY COUNCIL POLICY 100-5

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.