

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 23-07**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated the 19th day of March 2024 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and All American Asphalt, a Corporation ("CONTRACTOR").

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

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

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

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

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

1. SCOPE OF WORK.

The scope of work generally consists of mobilization, grind & overlay of asphalt street pavement, crack sealing, notifications to businesses and residents, traffic signing; striping and markings, including new bicycle facilities, installation of pavement markers and implementing traffic control along Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm Avenue) (the "Work").

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

The Project is known as the Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm Avenue) Pavement Rehabilitation Project, City Project No. 23-07 (the "Project").

2. CONTRACT DOCUMENTS.

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

- (a) This Agreement;

- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, notice inviting bids, bid addendum No. 1, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C and incorporated herein;
- (e) Certificates of insurance as attached hereto as Exhibit D and incorporated herein;
- (f) Drug-Free Workplace Policy, attached hereto as Exhibit E and incorporated herein; and
- (g) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this 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 Irina Gurovich referred to herein as the Project Manager ("Project Manager").

### 4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two Million three hundred twenty-seven thousand, seven hundred twenty-three dollars and twenty cents (\$2,327,723.20).

8. ADDITIONAL SERVICES.

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

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

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to

determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

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

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

#### 10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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



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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within 45 working days from the first day of commencement of the Work.

12. TERMINATION.

- (a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) Termination for Breach of Contract.
  - (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
  - (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
  - (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to

one thousand five hundred dollars (\$1,500.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

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

14. PERFORMANCE BY SURETIES.

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

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

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

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

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

19. CONTRACT SECURITY AND GUARANTEE.

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

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

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements

that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

## 20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

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

performing on behalf of CONTRACTOR.

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

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

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

## 21. INSURANCE.

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

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

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

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

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

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

insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

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

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

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

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

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

## 22. PREVAILING WAGE REQUIREMENTS.

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

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

shall post a copy of such wage rates at all times at the project site(s).

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

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

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

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

### 23. COMPLIANCE WITH ALL LAWS.

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



employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

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

25. NON-DISCRIMINATION.

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

26. PROVISIONS CUMULATIVE.

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

27. NOTICES.

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

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

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

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

All American Asphalt  
400 East Sixth Street  
Corona, CA 92879  
Attn: Edward J. Carlson

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

Fidelity and Deposit Company of Maryland  
Agent For Service  
Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

## 28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

## 29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any

incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. 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.

37. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

38. CORPORATE AUTHORITY.

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

[Signature page follows.]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

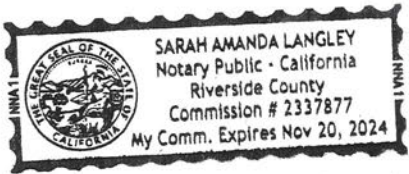
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On March 21, 2024 before me, Sarah Amanda Langley, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Sarah Amanda Langley  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Costa Mesa Contract

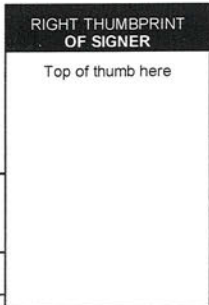
Document Date: 03/21/2024 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Edward J. Carlson

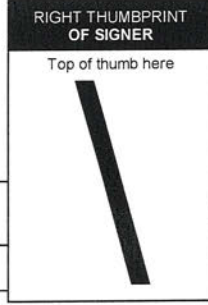
- Individual
- Corporate Officer — Title(s): Vice President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

Signer's Name: N/A

- Individual
- Corporate Officer — Title(s): N/A
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: N/A



Signer is Representing:  
N/A

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.

CONTRACTOR

  
\_\_\_\_\_  
Signature

Date: 3/21/2024

Edward J. Carlson, Vice President  
\_\_\_\_\_  
Name and Title

CITY OF COSTA MESA,  
A municipal corporation

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

Date: 4/4/2024

ATTEST:

  
\_\_\_\_\_  
Brenda Green  
City Clerk



Date: 4/4/2024

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney


Date: 4/2/24

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 3/27/24

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Carol Molina  
Finance Director

Date: April 8, 2024

DEPARTMENTAL APPROVAL:

*Raja Sethuraman*

Raja Sethuraman  
Public Works Director

Date: 3-26-24

*Irina Gurovich*

Irina Gurovich  
Project Manager

Date: 03/26/2024

**EXHIBIT A**

**CONTRACTOR'S BID**



**SECTION C**  
**PROPOSAL FOR THE**

**ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER)**  
**AND**  
**ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM STREET)**  
**PAVEMENT REHABILITATION PROJECT**  
**CITY PROJECT NO. 23-07**

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

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE **ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 23-07**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SIXTY (60) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

<b>PROPOSAL</b>					
<b>ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT</b>					
<b>NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
1	Mobilization (5% Maximum)	1	LS	\$ 103,537.90	\$ 103,537.90
2	Water Quality Best Management Practices	1	LS	\$ 30,621.25	\$ 30,621.25
3	Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety	1	LS	\$ 91,233.00	\$ 91,233.00


                      
Bidder's Initials

**PROPOSAL (continued)****ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE  
(from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT**

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4	Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting	1	LS	\$ 150,500.00	\$ 150,500.00
5	Reset Existing Survey Monuments and Ties	5	EA	\$ 1,116.75	\$ 5,583.75
6	Cold Mill Ex. Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 of Plans & Crack Seal	612,810	SF	\$ 0.43	\$ 263,508.30
7	Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. per Typical Sections)	1,980	TON	\$ 134.25	\$ 265,815.00
8	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Surface Course (2" per Typical Sections)	8,140	TON	\$ 140.00	\$ 1,139,600.00
9	Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (Max. 10% RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans, as directed by the Engineer	2,255	SF	\$ 13.00	\$ 29,315.00
10	Adjust Water Valve Can & Cover to Grade	32	EA	\$ 1,048.50	\$ 33,552.00
11	Adjust Manhole Frame & Cover to Grade	26	EA	\$ 1,398.00	\$ 36,348.00
12	Adjust Storm Drain Manhole Frame & Cover to Grade	4	EA	\$ 1,398.00	\$ 5,592.00
13	Adjust Well Monument Can & Cover to Grade	4	EA	\$ 2,058.00	\$ 8,232.00
14	Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.)	6,270	SF	\$ 0.60	\$ 3,762.00

  
Bidder's Initials

<b>PROPOSAL (continued)</b>					
<b>ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT</b>					
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Median Island Modification per Median Modification Detail shown on Sheet 5 of Plans (Bid Items Nos. 15, 16 & 17)					
15	Sawcut & Remove Ex. Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill	1	LS	\$ 12,387.75	\$12,387.75
16	Construct 8" (Min.) PCC Curb over 6" CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face)	62	LF	\$ 223.50	\$ 13,857.00
17	Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans	131	SF	\$ 26.00	\$ 3,406.00
18	Furnish & Install Type "E" Loop Detectors, 6' Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	45	EA	\$ 430.25	\$ 19,361.25
19	Furnish & Install Type "F" Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	21	EA	\$ 457.00	\$ 9,597.00
20	Furnish & Install Modified Type "F" Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	4	EA	\$ 457.00	\$ 1,828.00
21	Install New Blue Raised Pavement Markers (BRPM's)	8	EA	\$ 10.75	\$ 86.00

  
Bidder's Initials

<b>PROPOSAL (continued)</b>					
<b>ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT</b>					
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
22	Additional Work Items Allowance	1	FA	\$ 100,000.00	\$ 100,000.00
<b>TOTAL BASE BID AMOUNT (in Figures):</b>				<b>\$ 2,327,723.20</b>	

**TOTAL BASE BID AMOUNT (in Words):**

Two Million three hundred twenty seven thousand seven hundred twenty three dollars and twenty cents

The award of the Contract shall be based on the lowest responsive Total Base Bid Amount.  
The CITY also reserves the right to reject all Bids.

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

## PROPOSAL (CONTINUED)

### NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.  
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.  
In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
5. COMMUNITY WORKFORCED AGREEMENT (CWA): This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.

  
Bidder's Initials

# PROPOSAL

## Base Bid (Continued)

(Please Type or Print)

Total Amount for Base Bid (in written words) Two Million three hundred twenty seven thousand seven hundred twenty three dollars and twenty cents

(\$ 2,327,723.20)

in figures

Contractor's Lawful Name: All American Asphalt

Bidder's Name: Edward J. Carlson Bidder's Initials: EC

Contractor's License No. 267073 Expiration: 01/31/2026

Contractor's Taxpayer I.D. Number: [REDACTED]

Contractor's DIR Registration Number: [REDACTED]

Signature: [Signature] Date: \_\_\_\_\_

Contractor's Address: 400 East Sixth Street, Corona, CA 92879

Telephone Number: ( 951 ) 736-7600 Mobile No.: ( ) N/A

Fax Number: ( 951 ) 736-7646 E-mail: publicworks@allamericanasphalt.com

### 24-Hour Emergency Contacts:

Doug Harrington  
Name

Telephone Number: ( 951 ) 736-7600

Mobile No.: [REDACTED]

Tina Anderson  
Name

Telephone No.: ( 951 ) 736-7600

Mobile No.: ( ) N/A

\_\_\_\_\_  
Name

Telephone No.: ( )

Mobile No.: ( )

[Signature]  
Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

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

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

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

All American Asphalt

---

Contractor's Business Name  
P.O. Box 2229

---

Business Address: Street  
Corona CA 92878

---

City State Zip  
951-736-7600

---

Business Phone Number  
Edward J. Carlson, Vice President

---

Name Title  
Corona CA 92879

---

City State Zip

Edward J. Carlson Vice President

---

Contractor Title  
*[Signature]* Vice President

---

Signed By Title  
267073 A, C-12 01/31/2026

---

Contractor's License No. and Classification Exp. Date

---

Date  
400 East Sixth Street

---

Residence: Street  
951-736-7600

---

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: [REDACTED]

Name Mark Luer, President

Name Edward J. Carlson, Vice President

Name Michael Farkas, Secretary

Can Sign	Must Sign
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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

Partnership or Joint Ventures N/A

Taxpayer I.D. Number: N/A

Name N/A

Address \_\_\_\_\_

Name N/A

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.

Mark Luer, President

Edward J. Carlson, Vice President

Michael Farkas, Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Signature]*  
Bidder's Initials





# 2023

## PAST WORK REFERENCES

City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354  
Manhattan Beach, CA 90266  
Contact: Jarb Thaipejr (909) 799-2811  
[jthaipejr@lomalinda-ca.gov](mailto:jthaipejr@lomalinda-ca.gov)

Pavement Rehab. at Various Locations  
Contract Amount: \$1,476,363.00  
Start Date: 9/1/2023  
End Date: 12/2023

Euclid Land Venture, LLC  
4450 Macarthur Blvd., Ste 100  
Newport Beach, CA 92693  
Contact: Scott Kendall (949) 783-5341  
[khaymes@ranchomv.com](mailto:khaymes@ranchomv.com)

Merrill Ave. Street Widening  
Contract Amount: \$915,915.00  
Start Date: 4/2022  
End Date: 2/2023

City of Aliso Viejo  
12 Journey Ste #100  
Aliso Viejo, Va 92656  
Contact: Shaun Pelletier (949) 425-2531  
[spelletier@avcity.org](mailto:spelletier@avcity.org)

FY22-23 Slurry Seal & Rehab Project  
Contract Amount: \$1,595,650.00  
Start Date: 5/2022  
End Date: 5/2023

RMV Realty, Inc.  
28811 Ortega HWY  
San Juan Capistrano, CA 92693  
Contract: Jeff Ford (949) 413-8899  
[jford@ranchomv.com](mailto:jford@ranchomv.com)

PA 3.2A Street Improvement  
Contract Amount: \$1,244,244.00  
Start Date: 4/2022  
End Date: 8/2023

City of Monterey Park  
320 W. Newmark Avenue  
Monterey Park, CA 91754  
Contact: Anthony Bendezy (626) 307-1283  
[abendezy@montereypark.ca.gov](mailto:abendezy@montereypark.ca.gov)

2023 Street Rehabilitation Project  
Contract Amount: \$6,865,699.00  
Start Date: 8/2023  
End Date: 12/2023

# 2023

## PAST WORK REFERENCES

City of Fullerton  
303 W. Commonwealth Ave  
Fullerton, CA 92632  
Contact: Pete Acosta, Jr. (714) 738-6871  
[PeteA@cityoffullerton.com](mailto:PeteA@cityoffullerton.com)

Brookhurst Rd., SR91 St. Rehab  
Contract Amount: \$325,825.00  
Start Date: 5/2023  
End Date: 12/2023

City of Ontario  
303 East B Street  
Ontario, CA 91764  
Contact: Leonard Lui (909) 295-2401  
[LLui@ontarioca.gov](mailto:LLui@ontarioca.gov)

2023 Fall Pavement Rehabilitation Project  
Contract Amount: \$4,569,222.00  
Start Date: 08/2023  
End Date: 11/2023

City of Riverside  
2900 Main St.  
Riverside, CA 92522  
Contact: Maria Lamping (951) 826-5146  
[mlamping@riversideca.gov](mailto:mlamping@riversideca.gov)

Permanent Trench Resurfacing  
Contract Amount: \$455,150.00  
Start Date: 1/2023  
End Date: 6/2023

City of Ontario  
825 East Third Street  
San Bernardino, CA 92415  
Contact: Samuel E. Nicorici (909) 387-7960  
[bdavis@newportbeachca.gov](mailto:bdavis@newportbeachca.gov)

Chino & Montclair Area Various Roads  
Overlay Project  
Contract Amount: \$5,639,575.88  
Start Date: 9/2022  
End Date: 7/2023

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Contact: Irina Gurovich (714) 754-5324  
[Irina.gurovich@costamesaca.gov](mailto:Irina.gurovich@costamesaca.gov)

Slurry Seal Project  
Contract Amount: \$2,828,001.50  
Start Date: 1/2022  
End Date: 7/2023

# 2022

## PAST WORK REFERENCES

City of Manhattan Beach  
1400 Highland Ave.  
Manhattan Beach, CA 90266  
Contact: Bianca Cardenas (310) 802-5357  
[bcardenas@manhattanbeach.gov](mailto:bcardenas@manhattanbeach.gov)

Slurry Seal of Central Area of Sands Section  
Contract Amount: \$673,275.00  
Start Date: 12/2021  
End Date: 7/2022

RMV Realty, Inc.  
28811 Ortega Hwy  
San Juan Capistrano, CA 92693  
Contact: Kelly Haymes  
[khaymes@ranchomv.com](mailto:khaymes@ranchomv.com)

Planning Area 3.1 Street Improvement  
Contract Amount: \$3,996,996.00  
Start Date: 4//2021  
End Date: 4/2022

City of Westlake Village  
31200 Oak Crest Dr.  
Westlake Village, CA 91361  
Contact: Roxanne Hughes (805) 890-8885  
[rhughes@willdan.com](mailto:rhughes@willdan.com)

Dales Dr. and Parkridge Ave Street Improv.  
Amount: \$1,025,336.00  
Start Date: 5/2022  
End Date: 6/2022

City of Burbank  
275 E Olive  
Burbank, CA 91502  
Contact: Artin Megerdichian (818) 238-3942  
[amegerdichian@burbankca.gov](mailto:amegerdichian@burbankca.gov)

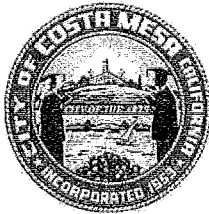
Local Residential St. Improv. Project  
Contract Amount: \$7,761,320.00  
Start Date: 1/2022  
End Date: 12/2022

City of Highland  
27215 Base Line St.  
Highland, CA 9234  
Contact: Amanda Perez (909) 864-6861  
[aperez@cityofhighland.org](mailto:aperez@cityofhighland.org)

Pavement Management Program  
Contract Amount: \$2,082,099.00  
Start Date: 10/2021  
End Date: 12/2022

Toll Bros, Inc.  
725 W. Town & Country Road, Ste 200  
Orange, CA 92868  
Contact: Brandon Haskell (714) 347-1360  
[bhaskell@tollbrothers.com](mailto:bhaskell@tollbrothers.com)

The Metro Heights  
Contract Amount: \$2,675,250.00  
Start Date: 11/2021  
End Date: 4/2022



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200  
FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

**DATE:** JANUARY 26, 2024  
**TO:** ALL PROSPECTIVE BIDDERS  
**SUBJECT:** ADDENDUM NO. 1 –  
ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER) AND ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM AVENUE) PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 23-07

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: \_\_\_\_\_

Edward J. Carlson, Vice President

Company: All American Asphalt

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

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

**BID OPENING DATE:** NO CHANGE, TUESDAY, JANUARY 30, 2024

**BID OPENING TIME:** NO CHANGE, 2:00 P.M.

**BID OPENING PLACE:** NO CHANGE

## **PROJECT PLANS AND SPECIFICATIONS:**

The following are revisions, additions, and/or deletions are hereby made to and shall be considered as part of the project plans and specifications:

1. **Project Title and Proposal Schedule:** The name of the project revised to correct the name of "Elm Avenue" and shall be read as follow:

"Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm Street Avenue) Pavement Rehabilitation Project".

2. **Notice Inviting Bids:** Contractors are reminded that the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of

Costa Mesa, per Section 5 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **MUST BE SUBMITTED PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received prior to the submission deadline.**

3. **Number of Working Days:** The number of working days revised from **sixty (60) working days to forty-five (45) working days.**
4. **General Provision:** The following abbreviation added to the Section 1-3 Abbreviations, Page GP-3:

*"SSPWC - The Standard Specifications for Public Works Construction"*

5. **Special Provision:** Section 82-3.02, Metal Posts, Page SP-19 replaced with the follow:

*"Metal posts shall be ~~1 3/4~~ 2" square perforated steel posts (Telespar) with breakaway anchor."*

6. **Special Provision:** Sixth paragraph of Section 84-2.02C, Thermoplastic, Preformed Green Colored Thermoplastic, Page SP-21, replaced with the following:

*"All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko ~~Premark~~ Optamark with Optatrac ~~Anti-Skid~~. Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. 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."*

7. **Striping Plans:** Striping plan shall be replaced in its complete entirety with the revised striping plans labeled "ADDENDUM NO. 1" in red on each sheet with changes to sheets No. 11 and No. 12. Revisions include replacing the greenback sharrows with normal white sharrows. The enclosed revised striping plan becomes a part of the Contract Documents and Special provisions of the Project documents. This work shall be considered under the traffic striping contract unit price for which it is required, and no additional compensation will be allowed.

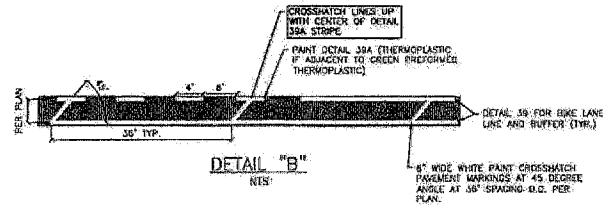
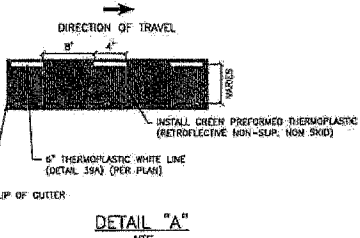
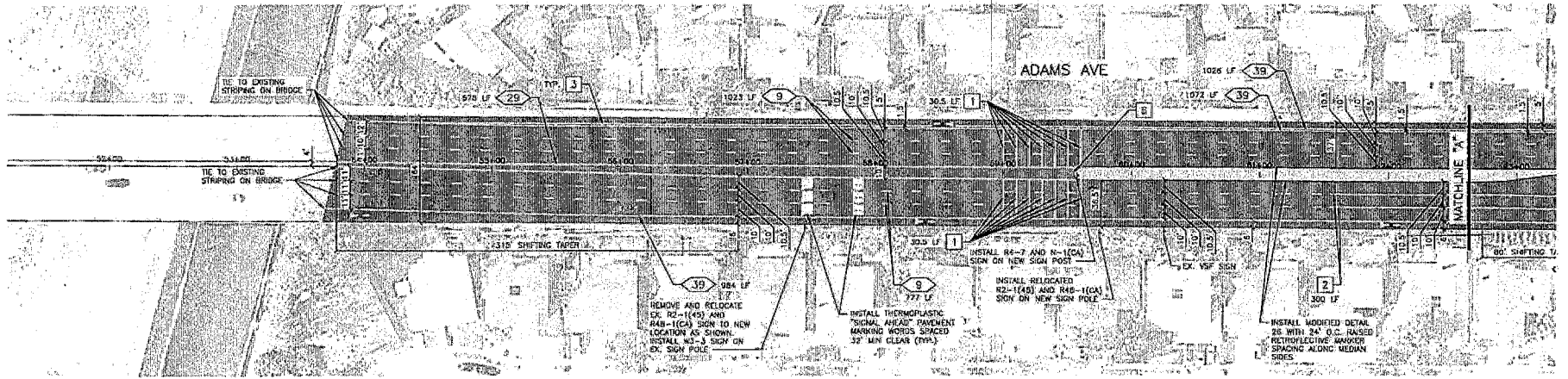
The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Sincerely,



Irina Gurovich  
Project Manager

Attachments: Revised Striping Plan



**CONSTRUCTION NOTES:**

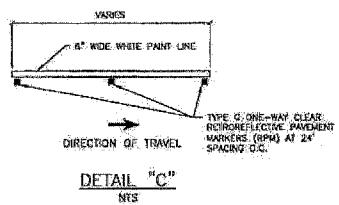
1. INSTALL 1" WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
2. PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C"
3. INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 30' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
4. INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSHATCH. SEE DETAIL THIS SHEET.
5. INSTALL PREFORMED GREEN NON-SKID RETROREFLECTIVE DISSIMILAR PER MANUFACTURER'S SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS SHEET.
6. INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE.

**LEGEND:**

- NEW TRAFFIC LINE DETAIL
- NEW 1" WIDE THERMOPLASTIC LIMIT LINE
- INSTALL GREEN BIKE CONFLICT MARKINGS (SEE DETAIL "A")
- INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD PLANS A24A AND A24C
- INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4"X20")
- INSTALL THERMOPLASTIC TYPE A(L/H) PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A

**SIGNING & STRIPING GENERAL NOTES:**

1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON SIGNAGE, TRAFFIC SIGNALS, BRIDGES (OR GULLIES), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT (UNLESS OTHERWISE NOTED).
2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE FINISHED GRADE RETROREFLECTIVE WITH PROTECTIVE OVERLAY FILM.
3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED OR PRECAST THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM.
4. ALL CONSTRUCTION STRIPING, PAVEMENT MARKINGS AND/OR BARRIERS AND CURB PAINT SHALL BE REMOVED AND RE-STRIPED PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONSTRUCTIVE STRIPING AND BARRIERS PAVEMENT MARKINGS SHALL ALSO BE REMOVED. ALL CONSTRUCTIVE STRIPING TO BE INSTALLED BEFORE THE BEGINS OF THE REPAIRING PROJECT SHALL BE REPAIRED ON TOP OF EXISTING CROSSWALK LINES.
5. CONSTRUCTION SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF THE WORK.
6. CONSTRUCTION SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF CONDITIONS DIFFER FROM AS 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. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 8 (TEMPORARY TRAFFIC CONTROL) OF THE CAL MANUAL, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (TRAFFIC SIGNALS).
9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATION, ETC. PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC SIGNALS, SIGNS, DELINEATION, ETC. TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
11. 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.
12. THE CONTRACTOR SHALL UNLOAD (UNLOADING) DURING CONSTRUCTION WORK AS ORDERED NECESSARY BY THE CITY INSPECTOR.
13. FLAGGING ARROW PANELS(S) SHALL BE USED ON ANY LANE CLOSURE.
14. PAVEMENT MARKING STRIPING MAY BE ADJUSTED BY THE DEPARTMENT OF NET REQUIRE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.



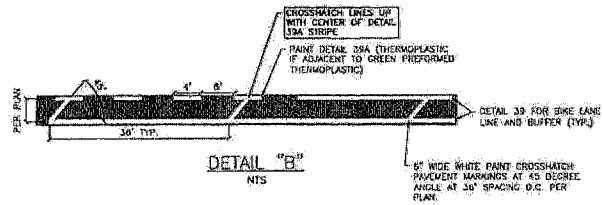
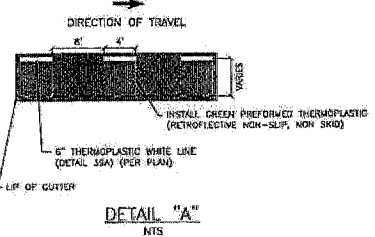
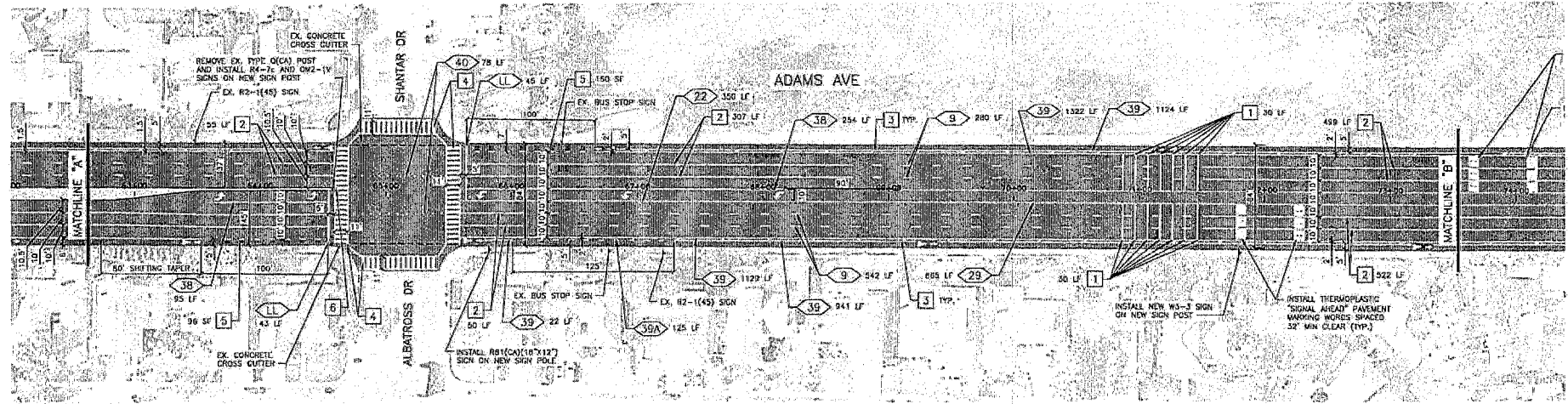
**NOTE TO CONTRACTOR:**

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BIKE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVERSED STANDARD PLANS) WITH 6" MINIMUM WIDTH.



REVISIONS		CONTRACTOR	ISS. #	BENCHMARK	DESIGNED BY: R2/R4B	DATE: 1/11/22	CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION	SHEET 6 OF 15 PLAN NUMBER SS-1
NO.	DATE	DESCRIPTION			DRAWN BY: R2/R4B			
		DATE OF CONSTRUCTION			CHECKED BY: R2/R4B			
		ISSN			PERMANENTLY BY:			
		DATE ACCEPTED BY CITY ENGINEER		BASE OF DESIGN	APPROVED BY:			



**CONSTRUCTION NOTES:**

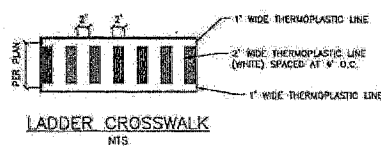
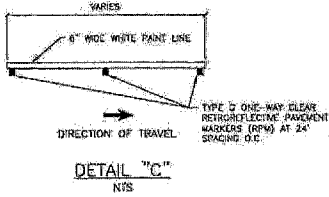
1. INSTALL 1" WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
2. PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C".
3. INSTALL 6" WIDE WHITE PAINT CROSSHATCH MARKINGS AT 30' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B".
4. INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL THIS SHEET.
5. INSTALL PREFORMED GREEN NON-SKID RETROREFLECTIVE THERMOPLASTIC PER MANUFACTURER'S SPECIFICATIONS WITH THERMOPLASTIC DETAIL 35A. SEE DETAIL THIS SHEET.
6. INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE.

**LEGEND:**

- NEW TRAFFIC LINE DETAIL
- NEW 1" WIDE THERMOPLASTIC LIMIT LINE
- INSTALL GREEN BIKE CONFLICT MARKINGS (SEE DETAIL "A")
- INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD PLANS A24A AND A24C
- INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (47X20)
- INSTALL THERMOPLASTIC TYPE (R/L/R) PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A

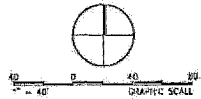
**SIGNING & STRIPING GENERAL NOTES:**

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 SIGNAGE GRADE RETROREFLECTIVE WITH INHERENT OVERLAY FILM.
3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED; SIGN RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM.
4. ALL EXISTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED BY HOT SCALING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL EXISTING SIGNS AND TRAFFIC PAVEMENT MARKINGS SHALL ALSO BE REMOVED. ALL EXISTING MARKINGS TO BE INSTALLED ON TOP OF THE BOUNDS OF THE IMPROVED PROJECT SHALL BE INSTALLED ON TOP OF EXISTING THERMOPLASTIC.
5. CONSTRUCTION SHALL CONTACT THE CITY INSPECTOR FOR APPROVAL 60 HOURS PRIOR TO BEGINNING OF THE WORK.
6. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF CONDITIONS VARY FROM THE INFORMATION 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. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TRAFFIC CONTROL) CHAPTERS OF THE CA MUTCD, AND THE "NEW AREA TRAFFIC CONTROL MARKINGS" (NEW) MANUAL.
9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC. PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC. TO ENSURE PROPER FLUX AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
11. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED AS 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.
12. THE CONTRACTOR SHALL UNLOAD (RELOCATE) DURING CONSTRUCTION WORK AS DEMAND NECESSARY BY THE CITY INSPECTOR.
13. FLASHING ARROW PANELS SHALL BE USED ON ANY LANE CLOSURE.
14. POSTS, SIGNS, AND/OR STRIPING MAY BE ABANDONED BY THE CONTRACTOR ON THE DESIGNER. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE AWARDED TO THE CONTRACTOR.
15. CONTRACTOR TO CUT-TRACK PAVEMENT MARKINGS AND SIGNPOST LOCATIONS. CUT-TRACKED MARKINGS AND SIGNPOST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND INSTALLATION.
16. BLUE RAISED REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE EXISTING TRAFFIC SIGNS.
17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR SHALL INFORM THE PROJECT ENGINEER OF ANY ERRORS, OMISSIONS, AND/OR DISCREPANCY BEFORE START OF ANY WORK.
19. ALL APPROVED SIGNS SHALL BE MAINTAINED AND DELIVERED TO THE CITY OF COSTA MESA WAREHOUSE (COSTA MESA CITY YARD ADDRESS 2710 PLACENTA AVE, COSTA MESA, CA 92627; PHONE NUMBER (714) 254-1114).
20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ACCESS AND EGRESS OF ADJACENT DRIVEWAYS AND OTHER STREET ACCESSORIES AND ACCESS TO ALL PUBLIC AND PRIVATE DRIVEWAYS IN THE CONSTRUCTION AREA NOT RELATED TO THE SPECIAL PROJECT. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO NEIGHBORING RESIDENTS, BUSINESS, PROPERTY OWNERS AND OCCUPANTS WITHIN 700' OF THE WORK ZONE 72 HOURS IN ADVANCE REGARDING PLANNED LANE AND ACCESS CLOSURES OR CONSTRUCTION WORK THAT WILL DIRECTLY AFFECT AND BLOCK DRIVEWAY ACCESS.
21. THE CONTRACTOR SHALL BE THE RESPONSIBLE FOR ANY FIELD CLOSURE UNDER WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL APPLY CONSPICUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DESIGN, MAINTAIN AND OPERATE THE CITY AND ENGINEER WORK AREA AND ALL LANEWAY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
23. PAVING MAY BE INTERRUPTED AS NECESSARY BY POSTING APPROVED "NO PARKING" SIGNS DURING THE TIME AND DATE OF ANY SUCH INTERRUPTION AT LEAST 72 HOURS FROM THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MAXIMUM.
24. WHEN INSTALLED NEW STRIPING CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING STRIPING WITH A SIGNAGE (PANELS) AND MUST NOT REMOVE CHANGES.
25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROREFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURER'S SPEC. CONTRACTOR SHALL PROVIDE SIGNAGE SHEETS FOR APPROVAL.



**NOTE TO CONTRACTOR:**

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BIKEWAY GREEN ARCS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 35A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED. ALL LANE STRIPING SHALL BE PER NEW 0223 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 8" MINIMUM WIDTH.



REVISIONS		CONTRACTOR	FIG. #	BENCHMARK	REVISION BY: RW/S	DATE
NO.	DATE				DRAWN BY: RW/S	11/21/23
					CHECKED BY: JS/YN	
					RECOMMENDED BY:	
					APPROVED BY:	

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

ADAMS AVENUE

SIGNING AND STRIPING PLAN

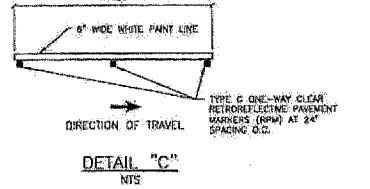
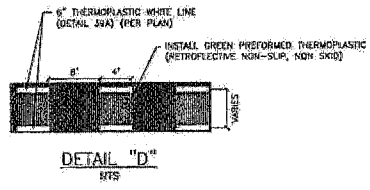
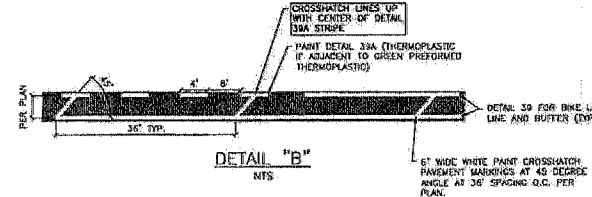
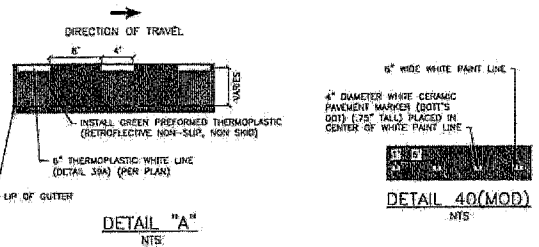
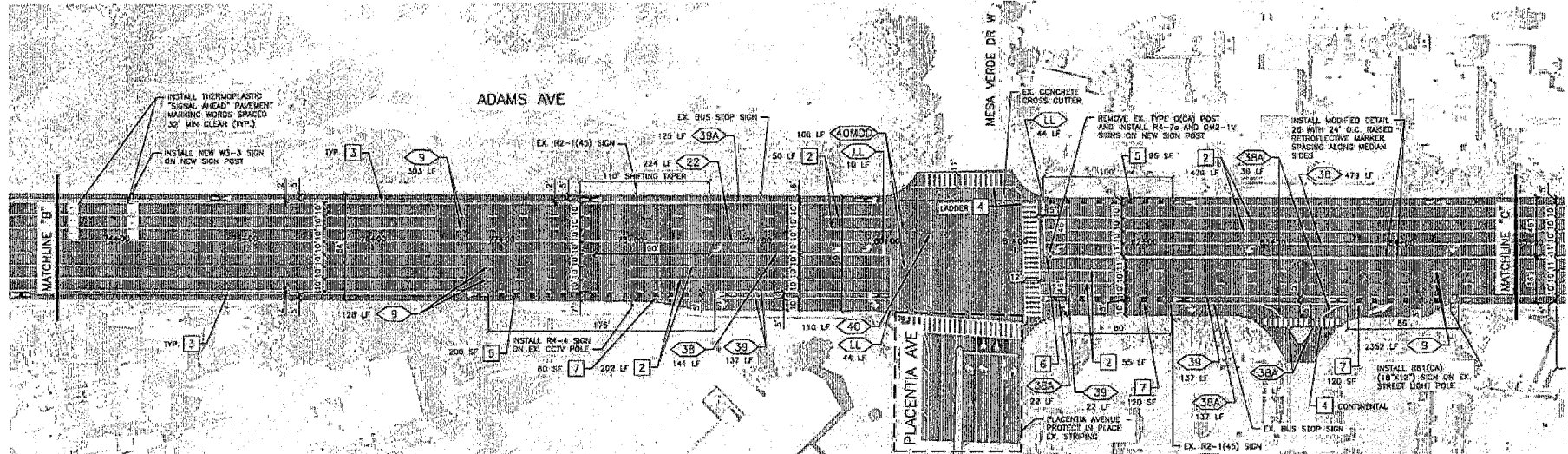
SHEET

**7** of **15**

PLAN NUMBER

**SS-2**





**CONSTRUCTION NOTES:**

1. INSTALL 1" WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
2. PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C".
3. INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 30' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B".
4. INSTALL HIGH-VISIBILITY THERMOPLASTIC CROSSHATCH. SEE DETAIL THIS SHEET.
5. INSTALL PREFORMED GREEN NON-SKID RETROREFLECTIVE THERMOPLASTIC PER MANUFACTURER'S SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL "A". THIS SHEET.
6. INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE.
7. INSTALL PREFORMED GREEN NON-SKID RETROREFLECTIVE THERMOPLASTIC PER MANUFACTURER'S SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL "D". THIS SHEET.

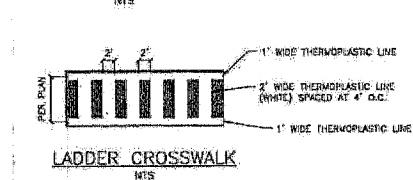
**LEGEND:**

- NEW TRAFFIC LINE DETAIL
- NEW 1" WIDE THERMOPLASTIC LIMIT LINE
- INSTALL GREEN EBR CONFLICT MARKINGS (SEE DETAIL "A")
- INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE STUMBLE WITH PERSON PER CALTRANS STD PLANS A24A AND A24C
- INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE STUMBLE WITH PERSON (A20C).
- INSTALL THERMOPLASTIC TYPE (W/L)H PAVEMENT MARKING ARROW PER CALTRANS STD PLAN A24A

**SIGNING & STRIPING GENERAL NOTES**

1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALMUT), CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL SIGN BACK REFLECTIVE SHEETING SHALL BE CHANGEO GRAB RETROREFLECTIVE WITH PROTECTIVE CLEARLY PEEK.
3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED SKID RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH THE CORRECT WINDING.
4. ALL CONFLICTING STRIPING, PREVIOUS MARKINGS AND/OR MARKING, AND CURB PAINT SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND SHEETS OF PREVIOUS MARKINGS SHALL BE REMOVED. ALL CONFLICTING MARKINGS TO BE INSTALLED OUTSIDE OF THE BOUNDARY OF THE MARKING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSHATCH LINES.
5. CONTRACTOR SHALL CONTACT THE CITY DEPARTMENT FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF THE WORK.
6. CONTRACTOR SHALL VERIFY ALL EXISTING CONCRETE AND CURBWORK WHERE STRIPING THE WORK. ALL CONCRETE EXISTING BEFORE AND CONFORM TO THE PROVISIONS OF 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 DELEGATE.
8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 4 (TRAFFIC CONTROL) OF THE CALMUT AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (MUTCD MARKING).
9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
11. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LANE AND/OR TRAFFIC CONTROL DEVICES REMOVED BY THE CITY OF COSTA MESA TO ASSURE PUBLIC SAFETY AT ALL TIMES.
12. THE CONTRACTOR SHALL VERIFY (FLASHERS) USING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
13. FLASHING ARROW PANELS SHALL BE USED ON ANY LANE CLOSURE.
14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE CONTRACTOR OR HIS DELEGATE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.
15. CONTRACTOR TO CUT-PASTE PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CUT-PASTE MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND INSTALLATION.
16. YELLOW RAISED PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL STOPPING PAVEMENTS IN ACCORDANCE WITH THE CALIFORNIA STATE MANUAL.
17. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND THE CONTRACTOR SHALL INFORM THE PROJECT CHAIRMAN OF ANY OMISSION, AND/OR DISCREPANCY PRIOR TO START OF ANY WORK.
19. ALL REMOVED SIGNS SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA (TRAFFIC CONTROL DIVISION, CITY HALL ADDRESS: 3315 PLACENTIA AVE, COSTA MESA, CA 92626, PHONE NUMBER (714) 799-0712).
20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN EGRESS AND ACCESS OF ADJACENT DRIVEWAYS AND UNDER STREET INTERSECTIONS AND ACCESS TO ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION AREA NOT RELATED TO THE PROJECT. PROTECTIVE SHALL OCCUR WITH WRITTEN NOTIFICATION TO ADJACENT RESIDENTS, BUSINESS, PROPERTY OWNERS, OCCUPANTS AND VISITORS PRIOR TO THE WORK. CONCERNING ADJACENT MEDIAN PLANNED LANE AND ROAD CLOSURES OR CONSTRUCTION WORK THAT WILL AFFECT PAVEMENT AND ADJACENT ACCESS.
21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DELEGATE.
22. CONTRACTOR AGREES TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS RESPONSIBILITY SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL NOTIFY THE PROJECT CHAIRMAN AND THE CITY AND ENGINEER IMMEDIATELY FROM ANY AND ALL ACCIDENTS, INJURIES, OR DAMAGES IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
23. PARKING MAY BE PROHIBITED AS NEEDED IN ORDER TO PROVIDE NECESSARY "HOT PROJECT" WORK DURING THE DAY AND DURING ANY STOPPING INTERSECTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MARKING.
24. WHEN INSTALLING LANE STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY ARBITRARY CHANGES.
25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROREFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURER'S SPEC. CONTRACTOR SHALL PROVIDE SUFFICIENT SPEEDS FOR REMOVAL.

**CONTINENTAL CROSSWALK**



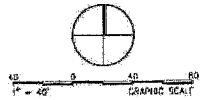
**LADDER CROSSWALK**



**NOTE TO CONTRACTOR:**

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

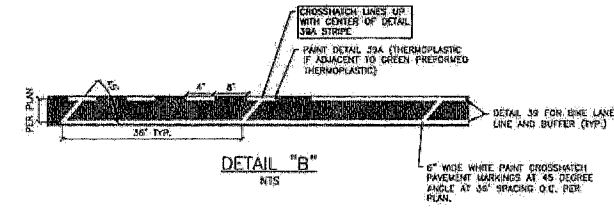
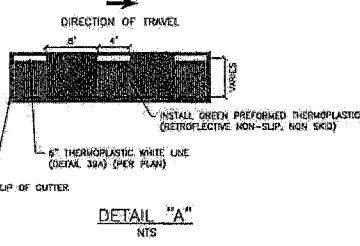
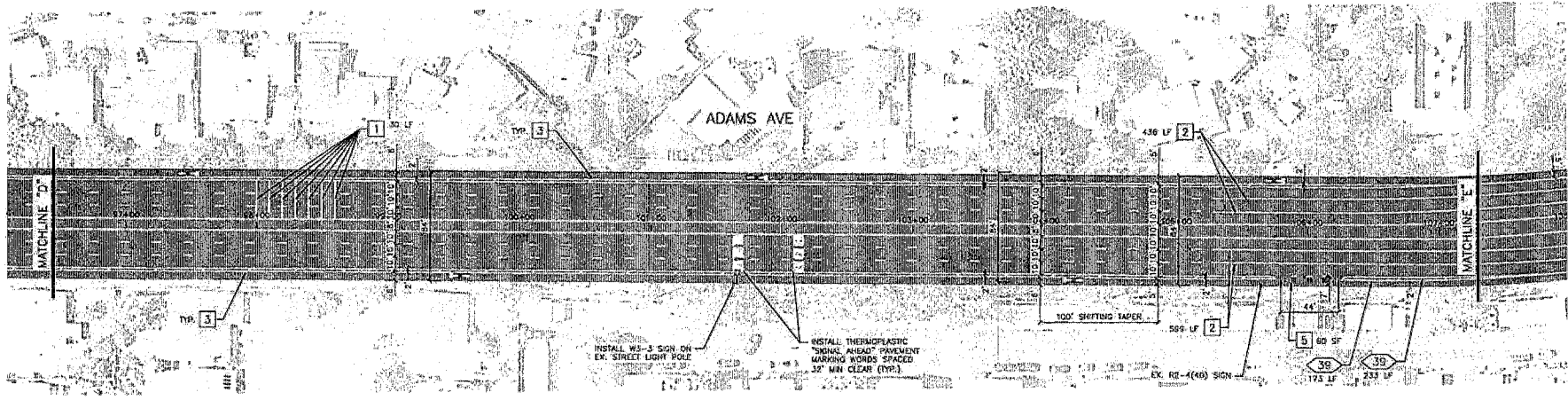
ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISIONS) STANDARD PLANS WITH 8" MINIMUM WIDTH.



REVISIONS			CONTRACTOR	SIC #	BENCHMARK	DESIGNED BY	DATE	CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION	SHEET 8 OF 15
NO.	DATE	DESCRIPTION	NAME			BY	DATE		
								ADAMS AVENUE SIGNING AND STRIPING PLAN	PLAN NUMBER SS-3







**CONSTRUCTION NOTES:**

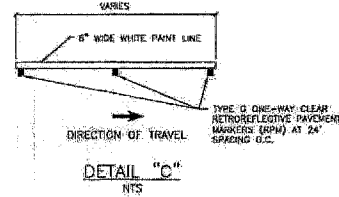
1. INSTALL 1" WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
2. PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL 'D'.
3. INSTALL 6" WIDE PAINT CROSSHATCH MARKINGS AT 30' SPACING O.C. AT 45-DEGREE ANGLE. SEE DETAIL 'B'.
4. INSTALL HIGH-VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL 'THIS SHEET'.
5. INSTALL PRE-FORMED GREEN NON-SKID RETROREFLECTIVE THERMOPLASTIC PER MANUFACTURER'S SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL 'THIS SHEET'.
6. INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE.

**LEGEND:**

- NEW TRAFFIC LINE DETAIL
- NEW 1" WIDE THERMOPLASTIC LIMIT LINE
- INSTALL GREEN BIKE CONFLICT MARKINGS (SEE DETAIL 'A')
- INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD PLAN A244 AND A10C
- INSTALL PRE-FORMED THERMOPLASTIC GREEN BIKE LANE ARROW 180° BIKE LANE SYMBOL WITH PERSON (#4202)
- INSTALL THERMOPLASTIC TYPE 40(L/H) PAVEMENT MARKING ACCORD PER CALTRANS STD PLAN A244

**NOTE TO CONTRACTOR:**

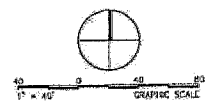
ALL CROSSWALKS, PAVEMENT MARKINGS AND BICYCLE GREEN ARROWS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PRE-FORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE (BUS PAYS TO BE MARKED). ALL LANE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISIONS STANDARD PLANS) WITH 6" MINIMUM WIDTH.

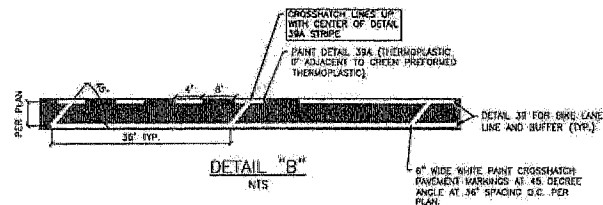
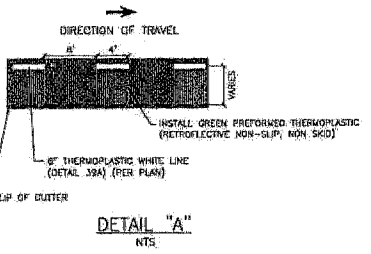
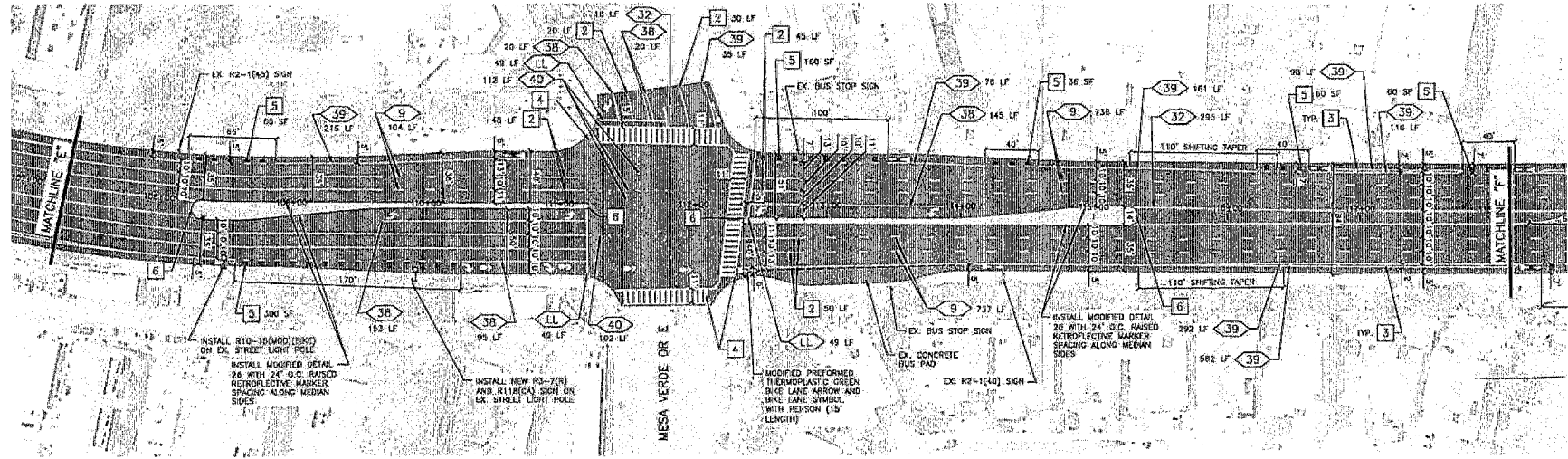


**SIGNING & STRIPING GENERAL NOTES**

1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON LANE 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 DAMAGED UNLESS RETROREFLECTIVE WITH PROTECTIVE OVERLAY FILM.
3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMED OR RESISTANT THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED WITH TWO COATS MINIMUM.
4. ALL CONFLICTING STRIPING, PREVIOUS MARKINGS AND/OR MARKINGS THAT CLASH WITH THIS SHALL BE REMOVED BY THE MANUFACTURER PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGN AND SIGNS PREVIOUS MARKINGS SHALL BE REMOVED. ALL CONFLICTING SIGN SHALL BE INSTALLED OUTSIDE OF THE BOUNDARY OF THE REMAINING PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.
5. CONTRACTOR SHALL ADVISE 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 NOTICED 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. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 6 (TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WHICH IS MANDATORY).
9. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL, CONSTRUCTION SIGNALS, DELIMITATION, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL, SIGNALS, DELIMITATION, ETC., TO ENSURE PROPER CLEAR AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
11. 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.
12. THE CONTRACTOR SHALL UTILIZE FLAGGERS DURING CONSTRUCTION AS DEEMED NECESSARY BY THE CITY INSPECTOR.
13. FLAGGING ARROWS MUST BE ON OR BEHIND ANY LANE CLOSURE.
14. NOTES, SIGNS AND/OR STRIPING MAY BE APPROVED BY THE ENGINEER OR HIS DESIGNEE AND AN ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.
15. CONTRACTORS TO OBTAIN PAVEMENT MARKINGS AND SIGN/PAINT MATERIALS: CITY-TRAINED SUPPLIER AND SIGN/PAINT LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF APPLICATION AND INSTALLATION.
16. BLUE BASED REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THEREAFTER AND, THE CONTRACTOR SHALL SIGNIFY THE PROJECT NUMBER BY ANY CHECK, DRAWING, ANALYSIS OR OTHERWISE BEFORE START OF ANY WORK.
19. ALL MEDIAN SIGNS SHALL BE SAUNDED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE DIVISION (SEE ROAD SIGNS 2312, PLANS 2014, 2024, 2034, 2044, 2054, 2064, 2074, 2084, 2094, 2104, 2114, 2124, 2134, 2144, 2154, 2164, 2174, 2184, 2194, 2204, 2214, 2224, 2234, 2244, 2254, 2264, 2274, 2284, 2294, 2304, 2314, 2324, 2334, 2344, 2354, 2364, 2374, 2384, 2394, 2404, 2414, 2424, 2434, 2444, 2454, 2464, 2474, 2484, 2494, 2504, 2514, 2524, 2534, 2544, 2554, 2564, 2574, 2584, 2594, 2604, 2614, 2624, 2634, 2644, 2654, 2664, 2674, 2684, 2694, 2704, 2714, 2724, 2734, 2744, 2754, 2764, 2774, 2784, 2794, 2804, 2814, 2824, 2834, 2844, 2854, 2864, 2874, 2884, 2894, 2904, 2914, 2924, 2934, 2944, 2954, 2964, 2974, 2984, 2994, 3004, 3014, 3024, 3034, 3044, 3054, 3064, 3074, 3084, 3094, 3104, 3114, 3124, 3134, 3144, 3154, 3164, 3174, 3184, 3194, 3204, 3214, 3224, 3234, 3244, 3254, 3264, 3274, 3284, 3294, 3304, 3314, 3324, 3334, 3344, 3354, 3364, 3374, 3384, 3394, 3404, 3414, 3424, 3434, 3444, 3454, 3464, 3474, 3484, 3494, 3504, 3514, 3524, 3534, 3544, 3554, 3564, 3574, 3584, 3594, 3604, 3614, 3624, 3634, 3644, 3654, 3664, 3674, 3684, 3694, 3704, 3714, 3724, 3734, 3744, 3754, 3764, 3774, 3784, 3794, 3804, 3814, 3824, 3834, 3844, 3854, 3864, 3874, 3884, 3894, 3904, 3914, 3924, 3934, 3944, 3954, 3964, 3974, 3984, 3994, 4004, 4014, 4024, 4034, 4044, 4054, 4064, 4074, 4084, 4094, 4104, 4114, 4124, 4134, 4144, 4154, 4164, 4174, 4184, 4194, 4204, 4214, 4224, 4234, 4244, 4254, 4264, 4274, 4284, 4294, 4304, 4314, 4324, 4334, 4344, 4354, 4364, 4374, 4384, 4394, 4404, 4414, 4424, 4434, 4444, 4454, 4464, 4474, 4484, 4494, 4504, 4514, 4524, 4534, 4544, 4554, 4564, 4574, 4584, 4594, 4604, 4614, 4624, 4634, 4644, 4654, 4664, 4674, 4684, 4694, 4704, 4714, 4724, 4734, 4744, 4754, 4764, 4774, 4784, 4794, 4804, 4814, 4824, 4834, 4844, 4854, 4864, 4874, 4884, 4894, 4904, 4914, 4924, 4934, 4944, 4954, 4964, 4974, 4984, 4994, 5004, 5014, 5024, 5034, 5044, 5054, 5064, 5074, 5084, 5094, 5104, 5114, 5124, 5134, 5144, 5154, 5164, 5174, 5184, 5194, 5204, 5214, 5224, 5234, 5244, 5254, 5264, 5274, 5284, 5294, 5304, 5314, 5324, 5334, 5344, 5354, 5364, 5374, 5384, 5394, 5404, 5414, 5424, 5434, 5444, 5454, 5464, 5474, 5484, 5494, 5504, 5514, 5524, 5534, 5544, 5554, 5564, 5574, 5584, 5594, 5604, 5614, 5624, 5634, 5644, 5654, 5664, 5674, 5684, 5694, 5704, 5714, 5724, 5734, 5744, 5754, 5764, 5774, 5784, 5794, 5804, 5814, 5824, 5834, 5844, 5854, 5864, 5874, 5884, 5894, 5904, 5914, 5924, 5934, 5944, 5954, 5964, 5974, 5984, 5994, 6004, 6014, 6024, 6034, 6044, 6054, 6064, 6074, 6084, 6094, 6104, 6114, 6124, 6134, 6144, 6154, 6164, 6174, 6184, 6194, 6204, 6214, 6224, 6234, 6244, 6254, 6264, 6274, 6284, 6294, 6304, 6314, 6324, 6334, 6344, 6354, 6364, 6374, 6384, 6394, 6404, 6414, 6424, 6434, 6444, 6454, 6464, 6474, 6484, 6494, 6504, 6514, 6524, 6534, 6544, 6554, 6564, 6574, 6584, 6594, 6604, 6614, 6624, 6634, 6644, 6654, 6664, 6674, 6684, 6694, 6704, 6714, 6724, 6734, 6744, 6754, 6764, 6774, 6784, 6794, 6804, 6814, 6824, 6834, 6844, 6854, 6864, 6874, 6884, 6894, 6904, 6914, 6924, 6934, 6944, 6954, 6964, 6974, 6984, 6994, 7004, 7014, 7024, 7034, 7044, 7054, 7064, 7074, 7084, 7094, 7104, 7114, 7124, 7134, 7144, 7154, 7164, 7174, 7184, 7194, 7204, 7214, 7224, 7234, 7244, 7254, 7264, 7274, 7284, 7294, 7304, 7314, 7324, 7334, 7344, 7354, 7364, 7374, 7384, 7394, 7404, 7414, 7424, 7434, 7444, 7454, 7464, 7474, 7484, 7494, 7504, 7514, 7524, 7534, 7544, 7554, 7564, 7574, 7584, 7594, 7604, 7614, 7624, 7634, 7644, 7654, 7664, 7674, 7684, 7694, 7704, 7714, 7724, 7734, 7744, 7754, 7764, 7774, 7784, 7794, 7804, 7814, 7824, 7834, 7844, 7854, 7864, 7874, 7884, 7894, 7904, 7914, 7924, 7934, 7944, 7954, 7964, 7974, 7984, 7994, 8004, 8014, 8024, 8034, 8044, 8054, 8064, 8074, 8084, 8094, 8104, 8114, 8124, 8134, 8144, 8154, 8164, 8174, 8184, 8194, 8204, 8214, 8224, 8234, 8244, 8254, 8264, 8274, 8284, 8294, 8304, 8314, 8324, 8334, 8344, 8354, 8364, 8374, 8384, 8394, 8404, 8414, 8424, 8434, 8444, 8454, 8464, 8474, 8484, 8494, 8504, 8514, 8524, 8534, 8544, 8554, 8564, 8574, 8584, 8594, 8604, 8614, 8624, 8634, 8644, 8654, 8664, 8674, 8684, 8694, 8704, 8714, 8724, 8734, 8744, 8754, 8764, 8774, 8784, 8794, 8804, 8814, 8824, 8834, 8844, 8854, 8864, 8874, 8884, 8894, 8904, 8914, 8924, 8934, 8944, 8954, 8964, 8974, 8984, 8994, 9004, 9014, 9024, 9034, 9044, 9054, 9064, 9074, 9084, 9094, 9104, 9114, 9124, 9134, 9144, 9154, 9164, 9174, 9184, 9194, 9204, 9214, 9224, 9234, 9244, 9254, 9264, 9274, 9284, 9294, 9304, 9314, 9324, 9334, 9344, 9354, 9364, 9374, 9384, 9394, 9404, 9414, 9424, 9434, 9444, 9454, 9464, 9474, 9484, 9494, 9504, 9514, 9524, 9534, 9544, 9554, 9564, 9574, 9584, 9594, 9604, 9614, 9624, 9634, 9644, 9654, 9664, 9674, 9684, 9694, 9704, 9714, 9724, 9734, 9744, 9754, 9764, 9774, 9784, 9794, 9804, 9814, 9824, 9834, 9844, 9854, 9864, 9874, 9884, 9894, 9904, 9914, 9924, 9934, 9944, 9954, 9964, 9974, 9984, 9994, 10004.
20. IF IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ACCESS AND SAFETY OF ADJUTING DRIVEWAYS AND WORK STREET INTERSECTIONS AND ACCESS TO ALL PUBLIC AND PRIVATE DRIVEWAYS IN THE CONSTRUCTION AREA NOT RELATED TO THE SPECIFIC PROJECT, CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO NEIGHBORING HOMEOWNERS, PROPERTY OWNERS, AND OCCUPANTS WITHIN 100' OF THE WORK ZONE 72 HOURS IN ADVANCE REGARDING PLANNED LANE AND ROAD CLOSURES OR OBSTRUCTIONS FROM THAT WILL IMPACT ACCESS AND ROADWAY ACCESS.
21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR HIS DESIGNEE.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL PUBLIC AND PRIVATE DRIVEWAYS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL SAFELY CONTROLLED AND MAINTAINED BY NORMAL WORKING HOURS. THE CONTRACTOR SHALL CONTACT PERSONNEL AND HOLD THE CITY ENGINEER MARKERS FROM AND FOR ALL CHANGES, PEN OR ALLEYS, OR CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
23. MARKERS WILL BE PROVIDED, AS NEEDED, BY POSTING APPROVED TEMPORARY "NO PARKING" SIGNS DURING THE TIME AND DATE OF ANY SIGN RESTRICTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MINIMUM.
24. WHEN INSTALLING NEW SIGNING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY GROUND CHANGES.
25. GREEN THERMOPLASTIC SHALL BE PRE-FORMED RETROREFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURER'S SPEC. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.

REVISIONS				CONTRACTOR	LIC #	BENCHMARK	DESIGNED BY: JN/AS	DATE:	CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION	SHEET 10 of 15
NO.	DATE	BY	DESCRIPTION	DATE OF CONSTRUCTION	MARKING NO.	DESIGNED BY: JN/AS	DATE: 11/11/23	PLAN NUMBER SS-5		
									ADAMS AVENUE SIGNING AND STRIPING PLAN	





**CONSTRUCTION NOTES:**

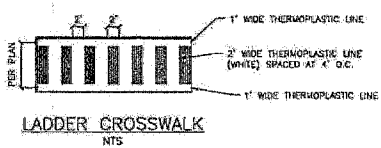
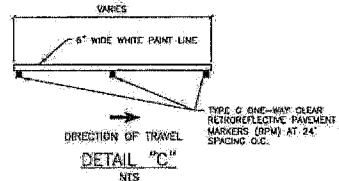
1. INSTALL 1" WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
2. PAINT 6" WIDE WHITE LANE LINE. SEE DETAIL "C".
3. INSTALL 8" WHITE PAINT CROSSWALK MARKINGS AT 30' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B".
4. INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL "B" SHEET.
5. INSTALL PREFORMED GREEN NON-SKID RETROREFLECTIVE THERMOPLASTIC PER MANUFACTURER'S SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL "B" SHEET.
6. INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE.

**LEGEND:**

- NEW TRAFFIC LINE DETAIL
- NEW 1" WIDE THERMOPLASTIC LINE
- INSTALL GREEN BIKE CONFLICT MARKINGS (SEE DETAIL "A")
- INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD. PLAN 424A AND 424C
- INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4"x20")
- INSTALL THERMOPLASTIC TYPE III/IV PAVEMENT MARKING ARROW PER CALTRANS STD. PLAN 424A
- INSTALL WHITE THERMOPLASTIC BICYCLIST MARKING PER CALTRANS STANDARD PLAN 424C

**SIGNING & STRIPING GENERAL NOTES**

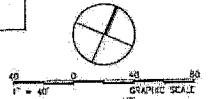
1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, AND THE MUTCD. PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE BURNED GRADE RETROREFLECTIVE WITH PROTECTIVE OVERLAP PER MUTCD.
3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-CASTED AND BE BURNED GRADE RETROREFLECTIVE. ALL PAINT SHALL BE PROTECTED WITH TWO COATS OF SEALER.
4. ALL EXISTING STRIPING, PAVEMENT MARKINGS AND/OR SIGNS, AND PAINT SHALL BE REMOVED. ALL NEW STRIPING SHALL BE INSTALLED BY THE INSTALLATION OF NEW STRIPING. ALL EXISTING AND NEW PAVEMENT MARKINGS SHALL ALSO BE REMOVED. ALL CROSSWALK MARKINGS TO BE INSTALLED OUTSIDE OF THE BOUNDS OF THE IMPROVED PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CROSSWALK LINES.
5. CONTRACTOR SHALL NOTIFY 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 DIFFER FROM 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 DELEGATE.
8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF MUTCD & CALIFORNIA TRAFFIC CONTROL DEVICES (CA MUTCD), AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (TRAFFIC MANUAL).
9. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELIMITERS, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL, SIGNAL, DELIMITERS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
11. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THIS 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.
12. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR OF ANY CHANGES TO THE WORK AREA TRAFFIC CONTROL HANDBOOK (TRAFFIC MANUAL).
13. FLAGGING ARROWS (TRAILERS) SHALL BE USED ON ANY LANE CLOSURE.
14. POSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DELEGATE. NO ADDITIONAL CONSTRUCTION FOR THE SIGNING AND STRIPING SHALL BE GRANTED TO THE CONTRACTOR.
15. CONTRACTOR TO MAINTAIN EXISTING AND NEW SIGN LOCATIONS, SIGN-RELATED MARKINGS AND SIGNPOST LOCATIONS TO BE APPROVED BY THE INSPECTOR PRIOR TO START OF INSTALLATION AND POSTING.
16. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALIFORNIA TRAFFIC MANUAL.
17. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
18. THE CONTRACTOR SHALL REVIEW THE PLANS FOR SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ERROR, OMISSION AND/OR DISCREPANCY BEFORE START OF ANY WORK.
19. ALL REMOVED SIGNS SHALL BE SALVAGED AND DELIVERED TO THE CITY OF COSTA MESA MAINTENANCE DIVISION, CITY HALL ADDRESS 2100 PLAZA AVENUE, COSTA MESA, CA 92627, PHONE NUMBER (714) 254-3125.
20. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN TRAFFIC AND INGRESS OF ADJACENT DRIVEWAYS AND SIDEWALK STREET INTERSECTIONS AND ACCESS TO PUBLIC AND PRIVATE PROPERTIES. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR IMMEDIATELY OF ANY PROBLEMS THAT MAY OCCUR AND DOCUMENT WITHIN 1000' OF THE WORK ZONE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SIDEWALKS, DRIVEWAYS AND DRIVEWAYS ACCESS.
21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DELEGATE.
22. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL NOTIFY IMMEDIATELY AND NOT BE LIMITED TO NORMAL WORKING HOURS, THE CONTRACTOR SHALL BE HELD RESPONSIBLE AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
23. SIGNING MAY BE PROHIBITED AS NECESSARY BY POSTING APPROVED SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIME AND DATE OF ANY SIGN RESTRICTIONS AT LEAST 45 DAYS PRIOR TO THE START OF CONSTRUCTION. SIGN SPACING SHALL BE 100 FEET MINIMUM.
24. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY ABRUPT CHANGES.
25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROREFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.



**NOTE TO CONTRACTOR:**

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BIKE LANE STRIPING ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER: NEW 2023 CALTRANS STANDARD PLANS (AND REVERSED STANDARD PLANS) WITH 8" MINIMUM WIDTH.



REVISIONS			DATE	BY	REASON
NO.	DATE	DESCRIPTION			

CONTRACTOR	L.I.F.	BENCHMARK	DESIGNED BY: MVA/E	DATE	11/17/24
			DRAWN BY: AS/AD		
			CHECKED BY: AJ/AN		
			INCHARGE BY:		
			APPROVED BY:		
			DATE OF BEARING:		

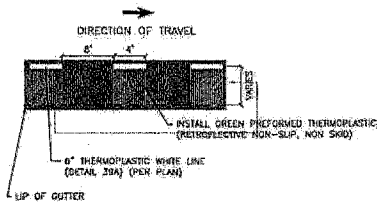
**CITY OF COSTA MESA**  
PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION

**ADAMS AVENUE**  
SIGNING AND STRIPING PLAN

SHEET	<b>11 OF 15</b>
PLAN NUMBER	<b>SS-6</b>

**CONSTRUCTION NOTES:**

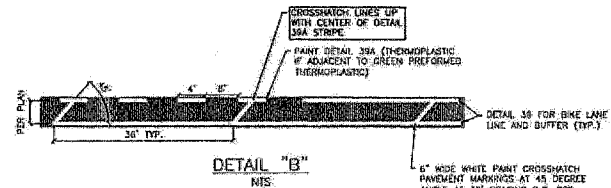
1. INSTALL 1" WIDE WHITE THERMOPLASTIC LINE AT 10' SPACING O.C.
2. PAINT 6" WIDE WHITE LAKE LINE. SEE DETAIL "C"
3. INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS AT 30' SPACING O.C. AT 45 DEGREE ANGLE. SEE DETAIL "B"
4. INSTALL HIGH VISIBILITY THERMOPLASTIC CROSSWALK. SEE DETAIL THIS SHEET.
5. INSTALL PREFORMED GREEN NON-SKID RETROREFLECTIVE THERMOPLASTIC PER MANUFACTURERS SPECIFICATIONS WITH THERMOPLASTIC DETAIL 39A. SEE DETAIL THIS SHEET.
6. INSTALL YELLOW RAISED PAVEMENT MARKERS ON MEDIAN NOSE AND AROUND MEDIAN NOSE.



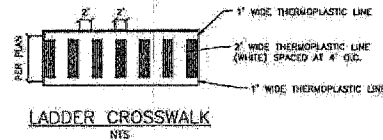
DETAIL "A"  
NTS

**SIGNING & STRIPING GENERAL NOTES**

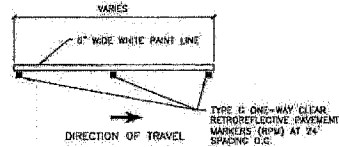
1. SIGNING AND STRIPING SHALL conform to the LATEST EDITION OF THE CALIFORNIA MANUAL ON SIGNING AND STRIPING CONTROL DEVICES (2) LATEST CALTRANS STANDARD PLANS AND STRIPING PLANS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE CHANGING GRADE RETROREFLECTIVE WITH PROTECTIVE OVERLAY FILM.
3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE PRE-FORMER 3/8" RETROREFLECTIVE THERMOPLASTIC. ALL PAINT SHALL BE INSTALLED ADJACENT TO TOE OF ASPHALT AND NOTED.
4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR SIGNAGES, AND EXISTING PAINT SHALL BE REMOVED BY PAINT STRIPPING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGN AND BOARD PAVEMENT MARKINGS SHALL ALSO BE REMOVED. ALL SIGNAGE MARKINGS TO BE INSTALLED INSIDE OF THE BOUNDARY OF THE RETROFIT PROJECT SHALL BE INSTALLED ON TOP OF EXISTING CONCRETE LINES.
5. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR PROVISIONS 14 HOURS PRIOR TO BEGINNING OF THE WORK.
6. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF CONDITIONS DIFFER FROM THE DRAWINGS TO THOSE SHOWN ON THESE PLANS, THE CITY INSPECTOR SHALL BE ADVISED BEFORE PROCEEDING WITH THE WORK.
7. ALL WORK SHALL conform to the PLANS AND DIMENSIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
8. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL conform to LATEST EDITION OF PART 4 (TRAFFIC CONTROL) OF THE CALIFORNIA MANUAL ON SIGNING AND STRIPING CONTROL DEVICES (2) LATEST CALTRANS STANDARD PLANS AND STRIPING PLANS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
9. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL, SIGNAGE, DEVIATIONS, ETC. PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
10. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL, SIGNAGE, DEVIATIONS, ETC. TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
11. 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.
12. THE CONTRACTOR SHALL LABEL FLAGGERS DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
13. FLASHING ARROW PANEL(S) SHALL BE USED ON ANY LAKE CONSTRUCTION.
14. ROUTE, SIGNAL, AND/OR STRIPING MAY BE ADVISORY BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW SIGNAGE SHALL BE DEDUCTED TO THE CONTRACTOR.
15. CONTRACTOR TO OBTAIN PREVIOUS PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. GET-PAKED MARKINGS AND SIGN/POST LOCATIONS TO BE APPROVED BY CITY INSPECTOR PRIOR TO START OF ASPHALT AND INSTALLATION.
16. RAISED REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED ADJACENT TO ALL EXISTING PAINT MARKINGS AS PROPOSED WITH THE CHANGING TRAFFIC MARKINGS.
17. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COMPLETE AND CURRENT COPY OF THE APPROVED PLANS ON THE JOB SITE AT ALL TIMES.
18. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND THE CONTRACTOR SHALL REVIEW THE PROJECT ENGINEER'S ANY SPECIAL, UNUSUAL, AND/OR SUPERSEDES BEFORE START OF ANY WORK.
19. ALL RETAINMENT SIGNAGE SHALL BE MAINTAINED AND SUBMITTED TO THE CITY OF COSTA MESA MAINTENANCE DEPARTMENT, CITY AND WORKERS 2410 PALMER AVE, COSTA MESA, OR 949. PHONE NUMBER (714) 794-2123.
20. IF IN THE PERFORMANCE OF HIS CONTRACTOR TO MAINTAIN RECORDS AND INDICES OF ANYTHING INSTALLED OR PROVIDED BY HIM OR HIS CONTRACTOR TO ALL PUBLIC AND PRIVATE AGENCIES IN THE COMMUNITY SHALL BE ALLOWED IN THE SPECIFIC AREA. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO AFFECTING INDUSTRY, BUSINESS, PROPERTY OWNERS, AND RESIDENTS WITHIN 1000' OF THE WORK LINE 15 HOURS IN ADVANCE BY REGISTERED MAIL. THE MAIL COPIES OF THE CONSTRUCTION WORK SHALL BE DIRECTLY AFFECTED AND PLACED PROMPTLY ACCESS.
21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR HIS DESIGNEE.
22. CONTRACTOR ACCEPTS HIS TOTAL AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS REGARDING THE CAUSE OF CONSTRUCTION AND NOT BE LIABLE TO AGENCY, BUSINESS, PROPERTY OWNERS, AND RESIDENTS WITHIN 1000' OF THE WORK LINE 15 HOURS IN ADVANCE BY REGISTERED MAIL. THE MAIL COPIES OF THE CONSTRUCTION WORK SHALL BE DIRECTLY AFFECTED AND PLACED PROMPTLY ACCESS.
23. PAINTING MAY BE PERMITTED AS NEEDED BY POSTING APPROVED TEMPORARY "NO PARKING" SIGNS DURING THE TIME AND DATE OF ANY FIELD RESTRICTION AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION SIGN SPACING SHALL BE 100 FEET MAXIMUM.
24. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR "TOLERATED" EXISTING STRIPING WITH A SIGNAGE TEMPORARY AND AVOID ANY AGENCY CHANGES.
25. GREEN THERMOPLASTIC SHALL BE PREFORMED RETROREFLECTIVE NON-SKID THERMOPLASTIC AND SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS FOR APPROVAL.



DETAIL "B"  
NTS



LADDER CROSSWALK  
NTS



DETAIL "C"  
NTS

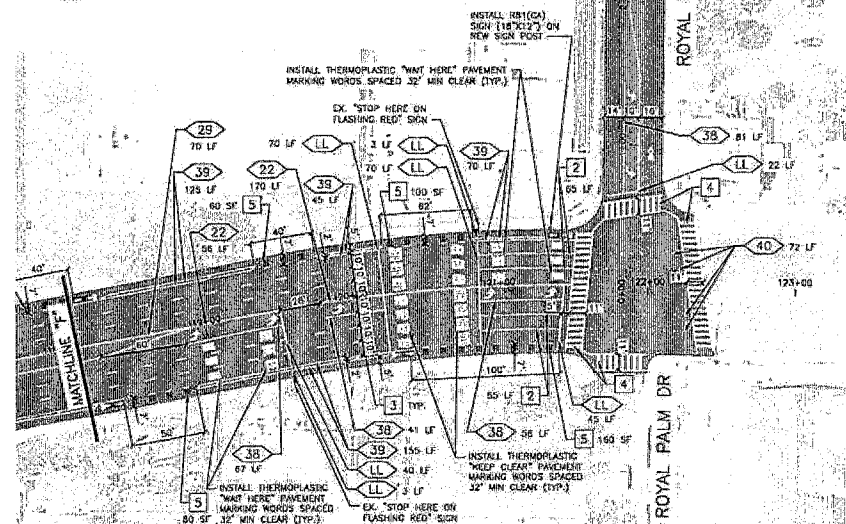
**LEGEND:**

- NEW TRAFFIC LINE DETAIL
- NEW 1" WIDE THERMOPLASTIC LIMIT LINE
- INSTALL GREEN PREFORMED THERMOPLASTIC (SEE DETAIL "A")
- INSTALL THERMOPLASTIC BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON PER CALTRANS STD PLAN 4244 AND 4245
- INSTALL PREFORMED THERMOPLASTIC GREEN BIKE LANE ARROW AND BIKE LANE SYMBOL WITH PERSON (4'X20')
- INSTALL THERMOPLASTIC TYPE M/47 PAVEMENT MARKING ARROW PER CALTRANS STD PLAN 4244
- INSTALL WHITE THERMOPLASTIC RAISED RETAINMENT BICYCLE MARKING PER CALTRANS STANDARD PLAN 4244

**NOTE TO CONTRACTOR:**

ALL CROSSWALKS, PAVEMENT MARKINGS AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL DETAIL 39A STRIPING ADJACENT TO GREEN PREFORMED THERMOPLASTIC SHALL ALSO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON CONCRETE BUS ROPS TO BE PAINTED.

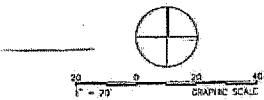
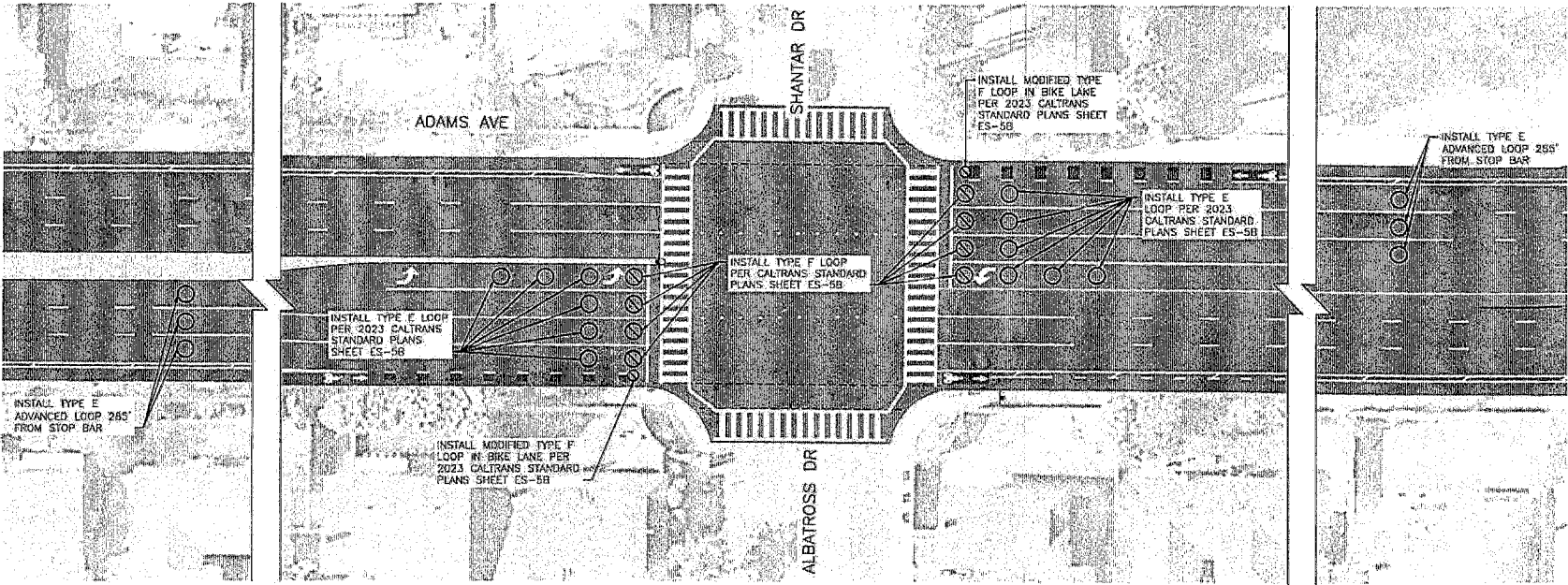
ALL LAKE STRIPING SHALL BE PER NEW 2023 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 8' MINIMUM WIDTH.



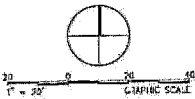
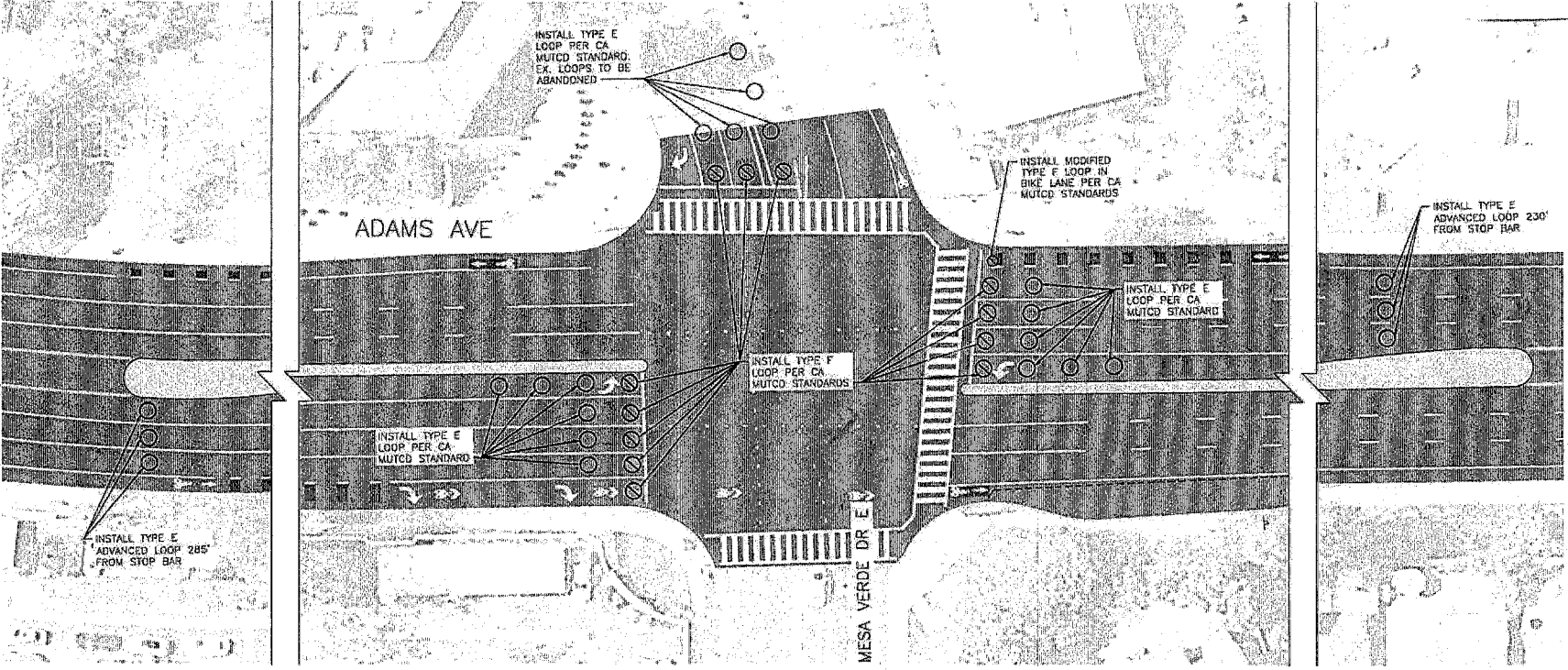
REVISIONS			CONTRACTOR	DATE	BENCHMARK	DESIGNED BY: RJA/BJ	DATE	CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / TRANSPORTATION SERVICES DIVISION	SHEET 12 OF 15
NO.	DATE	DESCRIPTION	BY						
								ADAMS AVENUE SIGNING AND STRIPING PLAN	PLAN NUMBER SS-7







<b>REVISIONS</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DATE	DESCRIPTION																CONTRACTOR: _____ DATE OF COMPLETION: _____ REGION: _____ CITY: _____	BENCHMARK: _____ DATE OF PLANNING: _____	DESIGNED BY: NS/KS DRAWN BY: ASL CHECKED BY: RSE RECOMMENDED BY: _____ APPROVED BY: _____	DATE: 10/19/22	CITY OF COSTA MESA DEPARTMENT OF PUBLIC WORKS / TRANSPORTATION SERVICES DIVISION ADAMS AVENUE LOOP PLAN	SHEET <b>13 - 15</b> PLAN NUMBER <b>LOOP-1</b>
NO.	DATE	DESCRIPTION																							



REVISIONS	
NO.	DATE

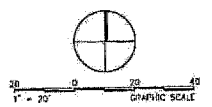
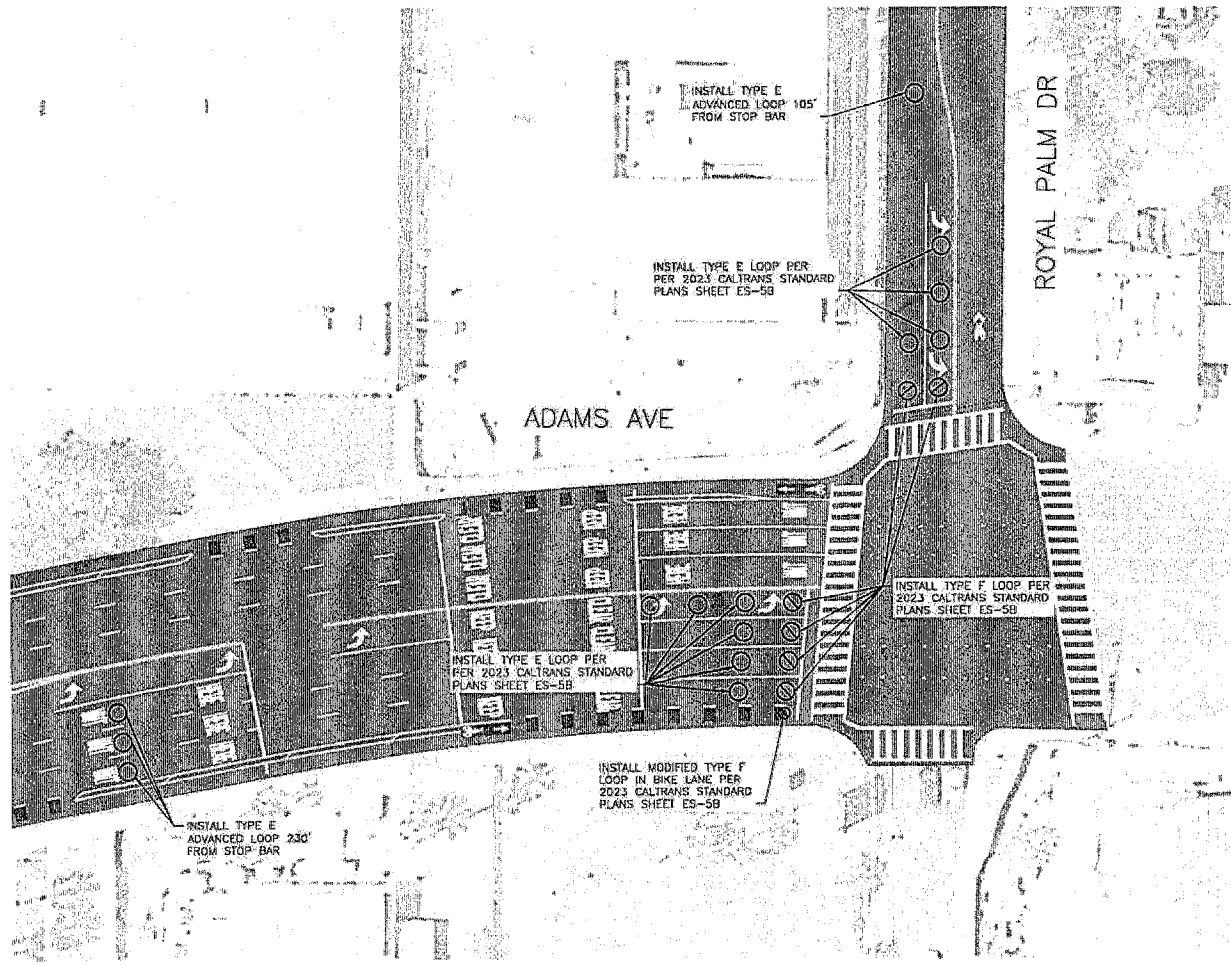
CONTRACTOR	AIC #
DATE OF CONSTRUCTION	
DESIGN	532
DATE APPROVED BY CITY CLERK	

BENCHMARK	DESIGNED BY: RN/JS
FIELDWORK NO.	DRAWN BY: JLB
	CHECKED BY: RA
	RECOMMENDED BY:
	APPROVED BY:
BACK OF BEARING	

DATE	12/06/23

CITY OF COSTA MESA  
 DEPARTMENT OF PUBLIC WORKS / TRANSPORTATION SERVICES DIVISION  
 ADAMS AVENUE  
 LOOP PLAN

SHEET  
**14 OF 15**  
 PLAN NUMBER  
**LOOP-2**



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REVISIONS																																									
NO.	DATE	REVISION	BY																																						



## Kim Deiro

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**From:** Kim Deiro  
**Sent:** Monday, January 29, 2024 8:34 AM  
**To:** ZUAZO, JANET  
**Subject:** Addendum 1 - Adams Avenue (from Royal Palm Dr. to Santa Ana River) and Rooyal Palm Drive (from Adams Avenue to Elm Avenue) Pavement rehabilitation project - City Project No. 23-07  
**Attachments:** Addendum 1 Adams Avenue - city project no. 23-07.pdf

Please see Attached Addendum 1 Acknowledgement. Please let me know if anything else is needed. Thank you. Have a great day.

Please let me know if you need anything further

Thanks;

*Kimberly Deiro*



An Equal Opportunity Employer

400 E. Sixth St.  
Corona, CA 92878  
Phone: (951) 736-7600 (Ext 212)  
Fax: (951) 736-4671  
[kdeiro@allamericanasphalt.com](mailto:kdeiro@allamericanasphalt.com)

## Kim Deiro

---

**From:** ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>  
**Sent:** Monday, January 29, 2024 9:16 AM  
**To:** Kim Deiro  
**Subject:** RE: Addendum 1 - Adams Avenue (from Royal Palm Dr. to Santa Ana River) and Rooyal Palm Drive (from Adams Avenue to Elm Avenue) Pavement rehabilitation project - City Project No. 23-07

You don't often get email from janet.zuazo@costamesaca.gov. [Learn why this is important](#)

Good morning,

Received.



Thank you,

*Janet Zuazo*

Administrative Assistant  
Public Works Department

77 Fair Drive | Costa Mesa | CA 92626  
Phone: (714) 754-5029 | F: (714) 754-5028



PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL. THANK YOU!

Costa Mesa is launching a new permit and license processing system called TESSA in August. TESSA will replace our existing system and all land use, building and business license applications currently in process will be transferred to the new system. To learn more about TESSA, visit our FAQ page at <https://www.costamesaca.gov/tessa>.



**TESSA**  
TOTALITY ENDS THROUGH BEST SERVICE APPLICATIONS

**From:** Kim Deiro <Kdeiro@allamericanasphalt.com>  
**Sent:** Monday, January 29, 2024 8:34 AM  
**To:** ZUAZO, JANET <JANET.ZUAZO@costamesaca.gov>  
**Subject:** Addendum 1 - Adams Avenue (from Royal Palm Dr. to Santa Ana River) and Rooyal Palm Drive (from Adams Avenue to Elm Avenue) Pavement rehabilitation project - City Project No. 23-07

Please see Attached Addendum 1 Acknowledgement. Please let me know if anything else is needed. Thank you. Have a great day.

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400 E. Sixth St.  
Corona, CA 92878  
Phone: (951) 736-7600 (Ext 212)  
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[kdeiro@allamericanasphalt.com](mailto:kdeiro@allamericanasphalt.com)

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

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

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
5,13	0.40%	CASE LAND SURVEYING, INC 614 N. ECKOFF STREET ORANGE, CA 92868 WWW.CSLI@CASELANDSURVEYING.COM	L5411		1000001533
6	1.16%	MD RUBBERIZED CRACKFILL 32 RANCHO CIRCLE LAKE FOREST, CA 92630 WWW.MDCRACKFILL@GMAIL.COM	986686	A	1000006438
18,19,20	1.23%	SMITHSON ELECTRIC 1938 E. KATELLA AVENUE ORANGE, CA 92867 TOM@SMITHSONELECTRIC.COM	614518	C-10	1000001610
4, 21	6.02%	Interstate Striping, Inc 9784 Poplar Avenue Fontana, CA 92335 Stephanie@interstate-striping.com	1087140	C-32	1000866044

By submission of this proposal, the Bidder certifies:

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

  
Bidder's Initials

### CITY OF COSTA MESA BIDDERS LIST

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

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

Firm Name: All American Asphalt Phone: 951-736-7600

Address: 400 E. Sixth Street Fax: 951-736-7646  
Corona, Ca 92879

Contact Person: Edward J. Carlson No. of years in business: 55

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

Type of work/services/materials provided by firm? Asphalt Paving

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 Initials



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **267073**

Entity **CORP**

Business Name **ALL AMERICAN ASPHALT**

Classification(s) **A C12**

Expiration Date **01/31/2026**

[www.csib.ca.gov](http://www.csib.ca.gov)



**Contractor Information**

**Legal Entity Name**  
 ALL AMERICAN ASPHALT  
**Legal Entity Type**  
 Corporation  
**Status**  
 Active  
**Registration Number**  
 1000001051  
**Registration effective date**  
 07/01/23  
**Registration expiration date**  
 06/30/26  
**Mailing Address**  
 PO BOX 2229 CORONA 92878 CA United States of America  
**Physical Address**  
 400 E SIXTH ST CORONA 92879 CA United States of America  
**Email Address**  
 publicworks@allamericanasphalt.com  
**Trade Name/DBA**  
**License Number (s)**  
 CSLB267073  
 CSLB267073

**Registration History**

Effective Date	Expiration Date
05/11/18	06/30/19
05/08/17	06/30/18
05/02/16	06/30/17
05/09/15	06/30/16
08/25/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23
07/01/23	06/30/26

**Legal Entity Information**

**Corporation Entity Number:** C0570879  
**Federal Employment Identification Number:** 952595043  
**President Name:** Mark Luer  
**Vice President Name:** Edward J. Carlson  
**Treasurer Name:**  
**Secretary Name:** Michael Farkas  
**CEO Name:**  
  
**Agency for Service:**  
**Agent of Service Name:** Michael Farkas  
**Agent of Service Mailing Address:** 400 E 6th St, Corona, CA Corona 92879 CA United States of America

**Worker's Compensation**

**Do you lease employees through Professional Employer Organization (PEO)?:** No  
**Please provide your current worker's compensation insurance information below:**  

PEO	PEO	PEO
PEO Information Name	Phone	Email
Insured by Carrier		
<b>Policy Holder Name:</b>	All American Asphalt	
<b>Insurance Carrier:</b>	ZURICH AMERICAN INSURANCE COMPANY	
<b>Policy Number:</b>	WC593205701	
<b>Inception date:</b>	08/01/19	
<b>Expiration Date:</b>	08/31/26	

**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.

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Firm Name: Case Land Surveying, Inc. Phone: 714-628-8948  
 Address: 614 N. Eckhoff Street Fax: 714-628-8905  
Orange, CA 92868

Contact Person: Larry Case No. of years in business: 37

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

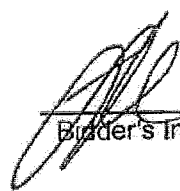
Type of work/services/materials provided by firm? Land Surveying, Construction Staking, Monument Preservation

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

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

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

3.

  
 Bidder's Initials



### CITY OF COSTA MESA BIDDERS LIST

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Firm Name: CL Surveying and Mapping, Inc. Phone: (909) 484-4200

Address: 400 East Rincon Street, Suite 202 Fax: 909-484-4229

Corona, CA 92879

Contact Person: Lam Le No. of years in business: 15 Years

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

Type of work/services/materials provided by firm? Land Surveying

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

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

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

3.

LL  
Bidder's Initials

### CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Global Road Sealing, Inc. Phone: (714) 893-0845

Address: 10832 Dorothy Ave. Fax: (714) 893-0945

Garden Grove, CA 92843

Contact Person: Tri La No. of years in business: 24

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

Type of work/services/materials provided by firm? Crack seal, joint seal, electrical

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

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

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

3.

TL  
Bidder's Initials

### CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Interstate Striping, Inc, Phone: 909-774-9803

Address: 9784 Poplar Ave Fax: None  
Fontana, CA 92335

Contact Person: Stephanie Acosta No. of years in business: 3

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

Type of work/services/materials provided by firm? Striping, Markings, Markers, Signage & preform install

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).

SMA  
Bidder's Initials

**CITY OF COSTA MESA BIDDERS LIST**

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Firm Name: MD RUBBERIZED CRACK FILL Phone: 949-273-6130

Address: 32 RANCHO CIRCLE Fax: 949-446-4454  
LAKE FOREST, CA. 92630

Contact Person: MIKE MORGAN No. of years in business: 10

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

Type of work/services/materials provided by firm? HOT RUBBERIZED CRACK SEAL.

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

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

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

3.

MM.  
Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Pavement Rehab Company Phone: 714-397-0733  
Address: 2890 E La Cresta Ave Fax: timf@pavementrehab.com  
Anaheim, CA 92806

Contact Person: Tim Fitzpatrick No. of years in business: 5

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

Type of work/services/materials provided by firm? Crack Seal, PCC

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

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

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

3.

TF  
Bidder's Initials

**CITY OF COSTA MESA BIDDERS LIST**

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Firm Name: Smithson Electric, Inc. Phone: (714) 997-9556

Address: 1938 E Katella Avenue Fax: (714) 997-9559  
Orange, CA 92867

Contact Person: Tom Smithson No. of years in business: 33

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

Type of work/services/materials provided by firm? Installation of traffic loop detectors

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

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Firm Name: Superior Pavement Markings Inc. Phone: (714) 995-9100

Address: 5312 Cypress Street, Cypress CA 90630 Fax: (714) 995-9400

Contact Person: Darren Veltz No. of years in business: 23

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

Type of work/services/materials provided by firm? Striping, Markings, Signage

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

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

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

3.

DV  
Bidder's Initials

Project and Specification No. 23-07

**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:

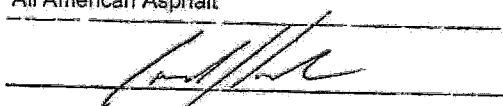
That we, All American Asphalt as principals, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of Total Amount Bid (\$ 10% of Bid) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, All American Asphalt, if accepted by the City of Costa Mesa, and if the above bounden, All American Asphalt, 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, All American Asphalt, 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 27th day of December, 2023.

All American Asphalt  



Fidelity and Deposit Company of Maryland  


Edward J. Carlson, Vice President

Rebecca Haas-Bates, Attorney-in-Fact

Contractor/ Principal  
(Notary Acknowledgement to be attached)

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

  
Bidder's Initials



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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

State of California

County of Riverside

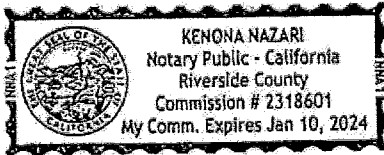
On January 9, 2024 before me, Kenona Nazari, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Bid Bond - City of Costa Mesa Bid Proposal

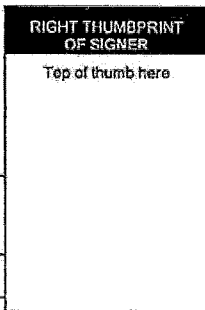
Document Date: December 27, 2023 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

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

Signer's Name: Edward J. Carlson

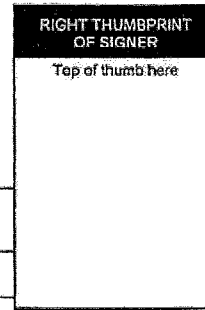
- Individual
- Corporate Officer — Title(s): Vice President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

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

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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State of California )  
County of Orange )

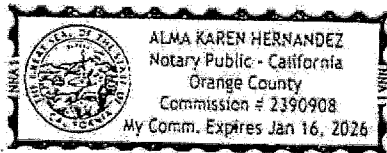
On 12/27/2023 before me, Alma Karen Hernandez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 12/27/2023  
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

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

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

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

Signer Is Representing: Fidelity and Deposit Company of Maryland

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8. of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of December, 2023.



A handwritten signature in black ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William SYRKIN, Richard ADAIR, Rebecca HAAS-BATES of Irvine, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

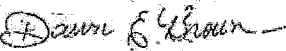
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of October, A.D. 2023.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: Robert D. Murray  
Vice President

  
By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 11th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

DELIVERED

# Thursday

1/25/24 at 9:49 AM

Signed for by: C.ANGEL

↓ Obtain proof of delivery

How was your delivery?



Want updates on this shipment? Enter your email and we will do the rest!

YOUR EMAIL

SUBMIT

MORE OPTIONS

Manage Delivery



DELIVERY STATUS

Delivered

TRACKING ID

774927559328

FROM

Corona, CA US

Label Created

1/24/24 1:25 PM

WE HAVE YOUR PACKAGE

ONTARIO, CA

1/24/24 2:26 PM

ON THE WAY

COSTA MESA, CA

1/25/24 8:20 AM

OUT FOR DELIVERY

COSTA MESA, CA

1/25/24 8:48 AM

DELIVERED

COSTA MESA, CA US

Delivered

1/25/24 at 9:49 AM



## **CONTRACT ASSURANCE**

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

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



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

**NONCOLLUSION AFFIDAVIT**

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

All American Asphalt

Contractor Firm Name  
Edward J. Carlson

Name of Principal  
Vice President

Title  
  
Signature

Subscribed and sworn to before me by:

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

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

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

  
Bidder's Initials

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 9th day of January, 2024.  
Date Month

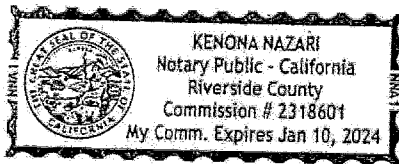
By (1) Edward J. Carlson  
Name of Signer

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

(and

(2) \_\_\_\_\_  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Place Notary Seal Above

Signature *Kenona Nazari*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Further Description of Any Attached Document**

Title or Type of Document Non-Collusion Affidavit

Document Date: 1-9-2024 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here.

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here.



**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: January 9th, 2024

CONTRACTOR

All American Asphalt

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

**PROJECT: ADAMS AVENUE (from Royal Palm Drive to Santa Ana River)  
And ROYAL PALM DRIVE (from Adams Avenue to Elm Street)  
PAVEMENT REHABILITATION PROJECT, City Project No. 23-07**

  
Bidder's Initials

## **DRUG-FREE WORKPLACE POLICY**

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

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



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



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



# CITY OF COSTA MESA

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

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

**DATE:** JANUARY 26, 2024

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** ADDENDUM NO. 1 –  
ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER) AND ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM AVENUE) PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 23-07

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: \_\_\_\_\_

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

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

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

**BID OPENING DATE:** NO CHANGE, TUESDAY, JANUARY 30, 2024

**BID OPENING TIME:** NO CHANGE, 2:00 P.M.

**BID OPENING PLACE:** NO CHANGE

## **PROJECT PLANS AND SPECIFICATIONS:**

The following are revisions, additions, and/or deletions are hereby made to and shall be considered as part of the project plans and specifications:

1. **Project Title and Proposal Schedule:** The name of the project revised to correct the name of "Elm Avenue" and shall be read as follow:

"Adams Avenue (from Royal Palm Drive to Santa Ana River) and Royal Palm Drive (from Adams Avenue to Elm ~~Street~~ Avenue) Pavement Rehabilitation Project".

2. **Notice Inviting Bids:** Contractors are reminded that the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of

Costa Mesa, per Section 5 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **MUST BE SUBMITTED PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received prior to the submission deadline.**

3. **Number of Working Days:** The number of working days revised from **sixty (60) working days** to **forty-five (45) working days**.

4. **General Provision:** The following abbreviation added to the Section 1-3 Abbreviations, Page GP-3:

*"SSPWC - The Standard Specifications for Public Works Construction"*

5. **Special Provision:** Section 82-3.02, Metal Posts, Page SP-19 replaced with the follow:

*"Metal posts shall be 1 3/4" 2" square perforated steel posts (Telespar) with breakaway anchor."*

6. **Special Provision:** Sixth paragraph of Section 84-2.02C, Thermoplastic, Preformed Green Colored Thermoplastic, Page SP-21, replaced with the following:

*"All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko ~~PreMark~~ Optamark with Optatrac ~~Anti-Skid~~. Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. 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."*

7. **Striping Plans:** Striping plan shall be replaced in its complete entirety with the revised striping plans labeled "ADDENDUM NO. 1" in red on each sheet with changes to sheets No. 11 and No. 12. Revisions include replacing the greenback sharrows with normal white sharrows. The enclosed revised striping plan becomes a part of the Contract Documents and Special provisions of the Project documents. This work shall be considered under the traffic striping contract unit price for which it is required, and no additional compensation will be allowed.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Sincerely,  


Irina Gurovich  
Project Manager

Attachments: Revised Striping Plan

CITY OF COSTA MESA  
ORANGE COUNTY, CALIFORNIA

---

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

**ADAMS AVENUE (from Royal Palm Drive to Santa Ana River)**  
**and**  
**ROYAL PALM DRIVE (from Adams Avenue to Elm Street)**  
**PAVEMENT REHABILITATION PROJECT**  
**CITY PROJECT NO. 23-07**

---

Prepared by:

KABBARA ENGINEERING  
601 N. Parkcenter Drive, Suite 205  
Santa Ana, CA 92705



Leah Carter, P.E.  
RCE 41879

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**  
**(from Royal Palm Drive to Santa Ana River)**  
**and**  
**ROYAL PALM DRIVE**  
**(from Adams Avenue to Elm Street)**  
**PAVEMENT REHABILITATION PROJECT**  
**CITY PROJECT NO. 23-07**

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., Tuesday, January 30, 2024** at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.  
To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at:  
<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.
2. **SCOPE OF WORK AND BID DOCUMENTS:** The scope of work generally consists of mobilization, grind & overlay of asphalt street pavement;, crack sealing; notifications to businesses and residents; traffic signing; striping and markings, including new bicycle facilities; installation of pavement markers; and implementing traffic control along Adams Avenue(from Royal Palm Drive to Santa Ana River) and Royal Palm Drive from Adams Avenue to Elm Street.  
The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.
3. **PRE-BID MEETING OR JOB WALK:** None.
4. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
5. **BID SECURITY:** Each bidder **must** submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk **PRIOR** to the bid submission deadline.
6. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "A" (General Engineering Contractor)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage

in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.

8. **PREVAILING WAGES:** This project is a “public work” subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations’ website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
9. **PAYMENT (LABOR & MATERIAL) BOND AND PERFORMANCE BOND:** A Payment (Labor & Material) Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to or after the 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. **COMMUNITY WORKFORCED AGREEMENT (CWA):** This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.
14. **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](mailto:janet.zuazo@costamesaca.gov).

Brenda Green, City Clerk  
City of Costa Mesa

Dated: December 22, 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 Industrial Relations of the State of California.
21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee

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

23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5<sup>th</sup> business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

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

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

25. COMMUNITY WORKFORCE AGREEMENT REQUIREMENTS: This project is subject to and the Contractor shall adhere to the City's Community Workforce Agreement (CWA). This project is considered a Prime Multi-Trade Construction contract. The CWA is a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for Contractor and all subcontractors of all tiers to follow in the crafts persons employed to complete the Work of Improvement as more fully described in the CWA. The CWA is incorporated by reference in the Public Works Agreement. A copy of the CWA may be found in Appendix B of these Special Provisions.

**REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

**Specification Section:**

**INTERPRETATION REQUESTED:**

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

**REPLY:**

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

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

**SECTION C**  
**PROPOSAL FOR THE**

**ADAMS AVENUE (FROM ROYAL PALM DRIVE TO SANTA ANA RIVER)**  
**AND**  
**ROYAL PALM DRIVE (FROM ADAMS AVENUE TO ELM STREET)**  
**PAVEMENT REHABILITATION PROJECT**  
**CITY PROJECT NO. 23-07**

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

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE **ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT, CITY PROJECT NO. 23-07**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SIXTY (60) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

<b>PROPOSAL</b>					
<b>ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE (from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT</b>					
NO.	DECRPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (5% Maximum)	1	LS	\$	\$
2	Water Quality Best Management Practices	1	LS	\$	\$
3	Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety	1	LS	\$	\$

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

**PROPOSAL (continued)****ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE  
(from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT**

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4	Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting	1	LS	\$	\$
5	Reset Existing Survey Monuments and Ties	5	EA	\$	\$
6	Cold Mill Ex. Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 of Plans & Crack Seal	612,810	SF	\$	\$
7	Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. per Typical Sections)	1,980	TON	\$	\$
8	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Surface Course (2" per Typical Sections)	8,140	TON	\$	\$
9	Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (Max. 10% RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans, as directed by the Engineer	2,255	SF	\$	\$
10	Adjust Water Valve Can & Cover to Grade	32	EA	\$	\$
11	Adjust Manhole Frame & Cover to Grade	26	EA	\$	\$
12	Adjust Storm Drain Manhole Frame & Cover to Grade	4	EA	\$	\$
13	Adjust Well Monument Can & Cover to Grade	4	EA	\$	\$
14	Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.)	6,270	SF	\$	\$

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Bidder's Initials

**PROPOSAL (continued)**  
**ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE**  
**(from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT**

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
-----	-------------	----------	------	------------	--------------

Median Island Modification per Median Modification Detail shown on Sheet 5 of Plans  
(Bid Items Nos. 15, 16 & 17)

15	Sawcut & Remove Ex. Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill	1	LS	\$	\$
16	Construct 8" (Min.) PCC Curb over 6" CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face)	62	LF	\$	\$
17	Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans	131	SF	\$	\$
18	Furnish & Install Type "E" Loop Detectors, 6' Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	45	EA	\$	\$
19	Furnish & Install Type "F" Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	21	EA	\$	\$
20	Furnish & Install Modified Type "F" Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC's to Controller Cabinet per Plans	4	EA	\$	\$
21	Install New Blue Raised Pavement Markers (BRPM's)	8	EA	\$	\$

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



**PROPOSAL (continued)**

**ADAMS AVENUE (from Royal Palm Drive to Santa Ana River) and ROYAL PALM DRIVE  
(from Adams Avenue to Elm Street) PAVEMENT REHABILITATION PROJECT**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
22	Additional Work Items Allowance	1	FA	\$ 100,000.00	\$ 100,000.00
<b>TOTAL BASE BID AMOUNT (in Figures):</b>				<b>\$</b>	

**TOTAL BASE BID AMOUNT (in Words):**

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The award of the Contract shall be based on the lowest responsive Total Base Bid Amount.  
The CITY also reserves the right to reject all Bids.

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

## PROPOSAL (CONTINUED)

### NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.  
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.  
In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
5. COMMUNITY WORKFORCED AGREEMENT (CWA): This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.

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Bidder's Initials

# PROPOSAL

## Base Bid (Continued)

(Please Type or Print)

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

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
in figures

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

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

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

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

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

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

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

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

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

### 24-Hour Emergency Contacts:

\_\_\_\_\_  
Name Telephone Number: (\_\_\_\_) \_\_\_\_\_

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

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

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

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

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

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

**PROPOSAL SCHEDULE  
(CONTINUED)**

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

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

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

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

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

Respectfully Submitted,

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

Corporation

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Can Sign

Must Sign

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

Partnership or Joint Ventures

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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





## 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 Acknowledgment to be attached)

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

## **CONTRACT ASSURANCE**

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

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

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

**NONCOLLUSION AFFIDAVIT**

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

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

Subscribed and sworn to before me by:

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

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

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

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

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

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

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

Company Name

**PROJECT: ADAMS AVENUE (from Royal Palm Drive to Santa Ana River)  
And ROYAL PALM DRIVE (from Adams Avenue to Elm Street)  
PAVEMENT REHABILITATION PROJECT, City Project No. 23-07**

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

## **DRUG-FREE WORKPLACE POLICY**

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

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

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Bidder's Initials



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

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

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

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

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

\_\_\_\_\_  
Bidder/Applicant/Proposer

\_\_\_\_\_  
Date

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

# SECTION D GENERAL PROVISIONS

## PART 1

### SECTION 1 – GENERAL

#### 1-2 GENERAL

[Add the following:].

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

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

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

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.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

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

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

## **1-2 TERMS AND DEFINITIONS**

[Add or redefine the following:].

- |                                   |  |
|-----------------------------------|--|
| (a) AGENCY                        | The City of Costa Mesa, California, hereinafter referred to as "CITY."   |
| (b) BOARD                         | The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD."  |
| (c) CONTRACT DOCUMENTS            | Documents including but not limited to the following: The proposal form P-1 through P-9b, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement. |
| (d) ENGINEER                      | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER.   |
| (e) BIDDER                        | Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER.   |
| (f) COMMUNITY WORKFORCE AGREEMENT | The agreement between the City of Costa Mesa, the Los Angeles/Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions entered into on February 1, 2022, that governs onsite labor on the project.  |



(f) LEGAL ADDRESS OF CONTRACTOR

The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.

(g) LABORATORY

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

**1-3 ABBREVIATIONS**

CALTRANS

State of California, Department of Transportation, Division of Highways

CWA

The Community Workforce Agreement

O.C.E.M.A.

Orange County Environmental Management Agency

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

Los Angeles County Flood Control District

**1-6 BIDDING AND SUBMISSION OF THE BID**

**1-6.1 General**

[Add the following:].

Proposal shall be made and submitted on proposal forms P-1 through P-9a in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

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

person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

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

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

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

#### **1-6.1.1 Request for Interpretation**

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

#### **1-6.1.2 Soil Conditions**

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

### **1-6.1.3 Return of Bid Security**

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

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

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

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

### **1-6.2 Subcontractor Listing**

[Add the following:].

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

The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the Prime Contractor receives from AGENCY.

The Prime Contractor agrees further to release retainer payments to each Subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

## **1-7 AWARD AND EXECUTION OF THE CONTRACT**

### **1-7.1 General**

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder

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

#### **1-7.1.1 Execution of Agreement**

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

#### **1-7.2 Contract Bonds**

[Add the following:].

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

CONTRACTOR shall provide, if requested by the City the following:

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

A certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

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

## **SECTION 2 – SCOPE OF THE WORK**

### **2-1 WORK TO BE DONE**

[Replace in its entirety with the following:].

The Work to be performed consists of, but is not limited to: mobilization; saw-cutting, removal and disposal of existing pavement and miscellaneous improvements; cold milling of existing Asphalt Concrete (AC) pavement surface; crack sealing; full depth reconstruction of localized failed pavement sections; DGAC base course; AC leveling course; Asphalt Rubberized Hot Mix Gap Graded (ARHM-GG-C) surface course/overlay; adjustment of manholes, water valves and miscellaneous utilities to grades; notifications to businesses and residents; thermoplastic traffic striping, signing & loop replacement; traffic & pedestrian control; construction phasing; public convenience & safety; water quality BMPs; construction staking, survey monument recovery & re-establishment and all other work as required as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

### **2-2 PERMITS**

[Add the following:].

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

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

The Contractor shall secure or maintain in force during the period covered by any Agreement resulting from this solicitation all licenses and permits required by law for the operation of their business.

### **2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES**

#### **2-5.1 General**

[Add the following:].

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

#### **2-5.1.1 RIGHT-OF-WAY**

[Add the following to this subsection:].

When the contractor arranges for temporary use of private property for additional work areas and facilities required for the Contractor's convenience, to meet requirements, or other reason(s), the Contractor shall provide the City with written agreement authorizing use of said property.

#### **2-5.2 Temporary Utility Services**

[Add the following:].

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

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

#### **2-5.4 Haul Routes**

[Add the following:].

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

#### **Waste Hauler Requirements**

The California Green Building Standards Code, 2016 Edition, California Code of Regulations, Title 24, Part 11, impacting waste diversion as documented in the City of Costa Mesa's Municipal Code Chapter 4 of Title 8, requires that all construction and demolition related projects divert 65% of project waste generated from the landfill. Consequently, permitted building projects relating to construction and demolition, newly constructed buildings, additions, alterations, interior and exterior demolitions, etc., are required to divert a minimum of 65% of nonhazardous construction and demolition waste from the landfill by recycling, reuse, or salvage. Generally, these materials include brick, drywall, other masonry, cardboard, green waste, paper, carpet, lumber, plastic, concrete,

and/or metals. Asphalt, concrete, excavated soil and land-clearing debris should be 100% diverted from disposal. The County provides a suggested list of locations that are meeting and/or exceeding the 65% diversion requirement and may be used for recycling construction and demolition material.

The City of Costa Mesa requires that all hauling activity in Costa Mesa comply with one of the waste hauling options for your construction and demolition related project:

- Use Franchise Waste Hauler
- Self-Haul Permit - <https://www.costamesaca.gov/city-hall/city-departments/public-services/waste-collection-and-recycling>

A Construction and Demolition Reporting Form as provided in the Miscellaneous Document Section of these Specifications must be completed and submitted by the Contractor to the CITY prior to the release of retention monies.

## **2-7 CHANGES INITATED BY THE AGENCY**

### **2-7.1 GENERAL**

[Add the following:].

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

### **2-8 EXTRA WORK**

[Add the following:].

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

### **2-9 CHANGED CONDITIONS**

[Add the following:].

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

## **SECTION 3 – CONTROL OF THE WORK**

### **3-1 ASSIGNMENT**

[Replace the 1<sup>st</sup> sentence with the following:].

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

### **3-4 AUTHORITY OF THE BOARD AND THE ENGINEER**

[Add the following:].

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

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

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

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

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



the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

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

### **3-5 INSPECTION**

[Add the following:].

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

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

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

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

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

### **3-6 THE CONTRACTOR'S REPRESENTATIVE**

[Add the following:].

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

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

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

### **3-7 CONTRACT DOCUMENTS**

#### **3-7.1 General**

[Add the following:].

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

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

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

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

The Contractor shall maintain a control set of plans and specifications at all times throughout the construction period. As approved by the Engineer, all final locations determined in the field and any deviations from the plans and specifications shall be marked in red on this control set to show the As-Built conditions. Updates to the control set shall be submitted to the Engineer prior to each monthly progress payment. Upon completion of all work, the Contractor shall submit the control set As-Built Plans. Additionally, the Contractor shall provide the following:

Street Improvements: Any deviations from the contract plans such as: alignments, and appurtenance locations shall be noted (drawing sketch) on the control plan and a copy submitted to the Engineer no later than (5) working days from the occurrence.

Storm Drain Improvements: Any deviations from the contract plans such as: alignments, elevations, modifications to pipe/structures sizing/material.

Sewer Improvements: Any deviations from the contract plans such as: alignments, elevations, modifications to pipe/structures sizing/material. Contractor shall also provide CCTV inspection recordings/videos in format required by Engineer.

Water Improvements: Any deviations from the contract plans such as: alignments and appurtenance locations shall be noted (drawing sketch) on the control plan and a copy submitted to the Engineer no later than (5) working days from the occurrence.

Traffic Improvements: Any deviations from the contract plans such as: location of poles, pull boxes and runs, depth of conduits, number of conductors, and other appurtenant work, for future reference.

Within (15) days of completion of all work, the Contractor shall submit the control set of as-built plans to the Engineer. **Final payment will not be made until this requirement is met.**

### **3-7.2 Precedence of the Contract Documents.**

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- a) Permit issued by jurisdictional regulatory agencies.
- b) Change Orders and Supplemental Agreements; whichever occurs last.
- c) Contract/Agreement.
- d) Addenda.
- e) Bid/Proposal.
- f) Technical Provisions.
- g) Special Provisions.
- h) Plans.
- i) Standard Plans.
- j) Standard Specifications.
- k) Reference Specifications.

Detail drawings shall take precedence over general drawings. The precedence of the notice inviting bids and instruction to bidders shall be as specified in the Special Provisions.

### **3-10 SURVEYING**

[Replace with the following:].

#### **3-10.1 General**

The following supersedes the provisions of this subsection:

The Contractor shall be responsible for directly obtaining the services of a California Licensed Land Surveyor to be in responsible charge of all survey work performed under this contract.

The Contractor shall be responsible for the scheduling of all survey requests.

The Contractor's Surveyor shall provide construction staking for project improvements. Any 25 FT of curb & gutter, driveway, bus pad, and cross gutter to be removed shall be staked and provide cut sheets to engineer prior to the removal to verify the flow line. A copy of the cut sheets shall be provided to the AGENCY for verification. Also a copy of all updated control set by the Contractor's Surveyor; showing coordinates, elevation, and description shall be submitted, for quality management (as-built checks by Agency).

The AGENCY will provide construction plans and specifications for the project. Construction stakes shall be set per the provided plans and specifications. The Contractor's Surveyor shall notify the AGENCY immediately of any discrepancy or design errors discovered on the plans during staking or when verifying join points.

The Contractor's Surveyor shall research existing County and City records for centerline survey monuments within the project area. Prior to construction, all monuments shall be tied-out and a Corner Record shall be recorded with the County Surveyor per Section 8771 of the Business and Professions Code of the State of California. After completion of construction, any monument disturbed or lost during construction shall be reset, in conformance with Section 8771. Each centerline intersection shall be drawn on a single Corner Record. A copy of all Corner Records shall be submitted to the AGENCY prior to a Notice of Completion being filed.

#### **3-10.3 Line and Grade**

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

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on

all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

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

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

### **3-12 WORK SITE MAINTENANCE**

#### **3-12.1 General**

[Replace 2<sup>nd</sup> paragraph with the following:].

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

[Add the following to this subsection:].

The contractor shall keep the work site clean and free from rubbish and debris at the end of every working day. In addition, the Contractor shall be fully responsible for removing any graffiti placed on new improvements or Contractor's equipment daily immediately at the start of the work day.

#### **3-12.2 Air Pollution Control**

[Add the following:].

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

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

### **3-12.3 Noise Control**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the Manufacturer. The noise level from the Contractor's operations shall not exceed 85 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

The said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers, or transient equipment that may or may not be owned the Contractor. The use of loud signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

#### **3-12.4.1 General**

[Add the following:].

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

#### **3-12.4.2 Storage in Public Streets**

[Add the following to this subsection:].

Storage of equipment and materials on City residential streets or in the public right of way during non-working hours shall not be permitted, and may only be placed in the public right of way for purposes of use that day.

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned, but at minimum, adequate flashing barricades shall be provided.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on City of Santa Ana property may be arranged with the Engineer, subject to the prior demands of the City of Costa Mesa. Use of the Contractor's work areas and other City of Costa Mesa-owned property shall be at the Contractor's own risk, and the City of Costa Mesa shall not be held liable for damage to or loss of materials or equipment located within such areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City of Costa Mesa – owned property that the Contractor occupies at the conclusion of each working day.

### 3-12.6 Water Pollution Control

#### 3-12.6.1 General

[Add the following:].

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

Project Soil Disturbance is: **less than 1 acre** (No General Construction Permit required)

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

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

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

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing. A copy of the latest permit is available at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

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

### **3-12.6.2 Best Management Practices (BMPs)**

[Add the following:].

The Contractor shall install and maintain the appropriate Best Management Practices (BMPs) to protect water quality within the project limits through the duration of the Project.

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.

Payment for furnishing, installing and maintaining BMPs inclusive of sweeping the Project site as required or directed by the ENGINEER shall be included in the other various bid items associated with the work and no additional payment will be allowed thereof.

### **3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)**

[Add the following:].

If a General Construction Permit is required pursuant to Section 3-12.6.1 of these General Provisions, the following Storm Water Pollution Prevention Plan (SWPPP) requirements shall be adhered to:

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

The completed SWPPP must be signed by a QSD (Qualified SWPPP Developer). The completed SWPPP must be submitted to the resident engineer for City review and acceptance, prior to uploading to SMARTS. The Contractor will be responsible for uploading an electronic format of the SWPPP into SMARTS. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

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



accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.

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

### **Erosion and Sediment Control Plans**

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

When SWPPP is required, after award of the contract and prior to Contractor commencing work, the Contractor shall submit an Erosion and Sediment Control Plan, hereinafter referred to as ESCP, for review by the Engineer. The ESCP shall include erosion and sediment control BMPs for all activities occurring on the construction site and at any temporary storage yards that hold equipment and/or materials. The ESCP, at a minimum, shall be prepared per the applicable guidelines outlined in the California Storm Water Quality Association (CASQA) Best Management Practices Handbook. The Contractor shall make any necessary revisions to the ESCP as directed by the Engineer and the contractor shall not commence work until the ESCP has been approved by the Engineer. The ESCP must be prepared by a licensed Civil Engineer; however the AGENCY may waive the requirement of licensed Civil Engineer if the Contractor can satisfactorily prove to the Engineer that the person preparing the ESCP is qualified in the field of erosion and sediment control.

The Contractor shall keep a copy of the ESCP at the construction site at all times, for the duration of the contract, and the Contractor shall implement all BMPs as shown in the ESCP, unless granted approval by the Engineer. Failure to implement BMPs properly may result in enforcement actions taken against the Contractor, by the AGENCY. The ESCP shall remain in effect until project completion and final stabilization of the construction site.

Extra erosion and sediment control BMPs shall be available on-site in order to replace failed BMPs or to be implemented during storm events. The Contractor shall mitigate ALL non- stormwater discharges from the construction site, unless granted approval by the AGENCY. The area adjacent to the construction site shall remain free of sediment and shall be swept regularly to be kept clean.

#### **3-12.6.4 Dewatering**

[Add the following:].

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

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

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

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

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

### **3-13.3 WARRANTY**

[Replace 2<sup>nd</sup> sentence of 1<sup>st</sup> paragraph with the following:].

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

[Add the following:].

The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship that became evident within one (1) year after the date of the completion, and to restore to full compliance with the requirements of these Contract Documents, including any test requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor shall make all repairs and replacements promptly upon receipt of written

orders for the same from the City's Representative. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his sureties shall be liable to the City for the cost thereof.

The guarantees and agreements set forth herein shall be secured by a Labor and Material Bond and acceptance of the work by the City. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the Contract. Said bond shall remain in force for a period of seven (7) months after the date of Notice of Completion and acceptance. The Contractor shall provide the Faithful Performance Bond furnished under the Contract to remain in force and effect for said amount until the expiration of said one (1) year period.

## **SECTION 4 – CONTROL OF MATERIALS**

### **4-1 GENERAL**

Should the Contractor fail to correct deficiencies or public nuisances that have been created because of his/her operation, then these will be considered to be of an emergency nature, and will call for the AGENCY to move in on the project to take corrective action. Such work will be done on a force account basis with an additional callout charge. There is a minimum two-hour charge for labor on any callout plus an additional callout charge of \$300.

### **4-4 TESTING**

[Add the following:].

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

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

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

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

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

### **5-1 LAWS AND REGULATIONS**

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

### **5-2 SPECIAL NOTICES**

[Add the following:].

Per Section 1771.4(a)(2) of the California Labor Code, Contractors are required to post job site notices, as prescribed by regulation.

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

### **5-3 LABOR**

#### **5-3.2 Prevailing Wages**

[Add the following to this subsection:].

Certified Payroll Records shall be submitted to the Engineer every two weeks beginning with the actual start day of construction, and shall be consecutively numbered until the completion of the work. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall assure that a qualified supervisor is present at all times when work is being performed.

### **5-3.3 Payroll Records**

[Add the following:].

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

Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **5-3.5 Apprentices**

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

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

## **5-4 INSURANCE**

[Replace with the following:].

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

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by

the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

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

1. Additional Insureds

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

2. Notice

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

3. Other Insurance

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

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

**5-7 SAFETY**

**5-7.1 Work Site Safety**

**5-7.1.1 General**

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

**5-7.8 Steel Plate Covers**

**5-7.8.1 General**

[Add the following:].

When backfilling operation of an excavation in the travel way, whether transverse or

longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow.

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

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK**

#### **6-1.1 Construction Schedule**

[Replace the 1<sup>st</sup> Paragraph with the following:].

The Contractor's proposed Construction Work Schedule shall be submitted to the ENGINEER for approval within ten (10) working days after the date of the BOARD's execution of the Contract Agreement. The Construction Work Schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The Construction Work Schedule shall provide sufficient detail to delineate the main milestones start and end dates for each activity with chronological relationships of all the activities of Work showing the number of working days required to complete the entire project within the Contract Days. The schedule shall also incorporate the requirements of Section 402-5 of the Standard Specifications to complete the Work within the Contract Days. Prior to issuing the Notice to Proceed, the ENGINEER will schedule a preconstruction meeting with the Contractor to review the proposed Construction Work Schedule, delivery dates, activity milestone dates, arrange utility coordination, discuss construction methods and staging, and clarify inspection procedures.

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

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

***sub-activities.***

[Add the following:].

**6-1.3 DAILY REPORT SUBMITTAL**

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

**6-3 TIME OF COMPLETION**

**6-3.1 General**

[Replace the 1<sup>st</sup> Sentence with the following:].

The Contractor shall begin the Work within **ten (10) Working Days** after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The Work shall be completed within **sixty (60) Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first.

**6-5 USE OF IMPROVEMENT DURING CONSTRUCTION**

[Add the following:].

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

**6-6 SUSPENSION OF THE WORK**

**6-6.1 General**

[Add the following to this subsection:].

Should suspension of work be ordered by reason of the failure of the contractor to carry out orders or to perform any provisions of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work; the contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from payment due or to become due to the contractor.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the contractor to carry out orders given or to perform any provision of the contract, the days



on which the suspension order is in effect shall be considered working days.

## **6-7 TERMINATION OF THE CONTRACT FOR DEFAULT**

### **6-7.3 Notice of Termination for Default**

[Replace the 1<sup>st</sup> Paragraph with the following:].

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

### **6-7.4 RESPONSIBILITIES OF SURETY**

[Add the following:].

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

## **6-9 LIQUIDATED DAMAGES**

[Replace the 1<sup>ST</sup> Paragraph with the following:].

The CONTRACTOR shall pay to the CITY the sum of **\$1,500** per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement, or per the direction of the Engineer. Liquidated damages are calculated per Chapter 12 of the latest edition of the Caltrans Local Assistance Procedures Manual (LAPM). Execution of the contract under these specifications shall constitute agreement by the Agency and Contractor that **\$1,500** per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contract all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be addition to the payment of liquidated damages.

## **SECTION 7 – MEASUREMENT AND PAYMENT**

### **7.2 LUMP SUM WORK**

[Add the following to this subsection:].

Contractor shall submit for approval a schedule of values for all lump sum work. Failure to submit may delay payment for said work.

### **7.3 PAYMENT**

#### **7-3.1 General**

[Replace the 1<sup>ST</sup> Paragraph with the following:].

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal. Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the CITY.

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

#### **7-3.2 Partial and Final Payment**

[Replace the 1<sup>st</sup> Paragraph in its entirety with the following:].

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

[Replace the 2<sup>nd</sup> Paragraph in its entirety with the following:].

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and

the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Replace the 3<sup>rd</sup> Paragraph in its entirety with the following:].

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

[Add to end of Section the following:].

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

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

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

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

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

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

subject to correction in the final estimate and payment.

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

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

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

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

[Add the following:].

#### **7-3.2.1 Prompt Progress Payment to Subcontractors**

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

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

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

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

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

[Add the following:].

### **7-3.2.2 Prompt Pay Monitoring and Enforcement of Progress Payments**

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

- A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:
  - 1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
  - 2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
  - 3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.
  
- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
  - 1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
  
  - 2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

### **7-3.3 Delivered Materials**

[Replace in its entirety with the following:].

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

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

#### **7-3.4 Mobilization**

[Replace in its entirety with the following:].

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

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

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

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

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

A minimum of one week before the start of construction, the Contractor shall video all areas where construction is to take place. The video shall be supplied to the Engineer before construction begins. Videos will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Videos shall be a DVD or digital, in color, indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) when it was made. The Contractor shall also video any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of videos, the areas shall be restored as approved by the Engineer at the Contractor's expense. All videos shall become the property of the City.

Payment for mobilization shall be considered as included in the other items of work and no additional compensation will be allowed therefore.

#### **7-3.4.1 Travel Route for Trucking and Equipment**

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

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

#### **7-3.4.2 Construction Sequence/Order of Work**

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

### **7-4 PAYMENT FOR EXTRA WORK**

#### **7-4.1 General**

[Add the following to this subsection:].

For such extra work the contractor shall receive payment as agreed upon in writing, or shall be paid on force account. Work involving contract unit prices, the contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

#### **7-4.2 Basis for Establishing Costs.**

**7-4.2.1 Labor**

[Add the following:].

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

**7-4.3 Markups**

**7-4.3.1 Work by the Contractor**

[Replace in its entirety with the following:].

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

Labor:	20%
Materials:	15%
Contractor Owned Equipment	15%
Equipment Rental	10%*
Other Items and Expenditures	10%

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

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

**7-4.3.2 Work by a Subcontractor**

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

**7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204**

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



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

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

### Initial Review

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

### Meet & Confer

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

### Mediation

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

### Miscellaneous Provisions

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

**SECTION E**  
**SPECIAL PROVISIONS**  
**PART 1-8**

*[Add the following Section:].*

**PART 1**  
**GENERAL**

**100-1 GENERAL**

*Additions/Modifications to Standard Specifications*

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

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

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

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

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

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

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

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

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

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

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

**Bid Item 1 – Mobilization (5% Maximum)**

Mobilization shall comply with Section 7-3.4 of the General Provisions.

*Add the following:*

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. Mobilization shall additionally include the establishment of any temporary facilities, utilities, construction fencing and barricades, and the provision and installation of project signs.

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

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement, restoration and adjustment of existing improvements, and establishing the location and depth of city traffic signal conduit, by potholing as necessary, where significant excavation may occur.

Underground facilities on these plans are for reference only. It is the contractor's responsibility to determine the exact location of potentially conflicting conduit.

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

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

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

A minimum of one week before the start of construction, the Contractor shall video all areas where construction is to take place. The video shall be supplied to the Engineer before constructions begins. Videos will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Videos shall be a DVD or digital, in color, indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) when it was made. The Contractor shall also video any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of videos, the areas shall be restored as approved by the Engineer at the Contractor's expense. All videos shall become the property of the City.

Full compensation for the requirements of Mobilization (5% Maximum) will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include mobilization and demobilization for the entire contract period, securing a storage yard to store all equipment and materials to be used on the job, temporary, handling of sewage, disposal of waste materials, restoration of the site, all labor, tools, equipment, materials, warranties, work schedules, providing bonds, insurance, financing, permits and permit fees, public notifications, public notifications & coordination, moving equipment to the job site and all incidentals required to complete the work. It shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the CITY; and complying with the requirements specified in those licenses and permits; coordination, field office facility, all required submittals specified within these Specifications, and incidentals necessary to perform all related items of work. Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall include the cost of such mobilization/demobilization and administration during the entire Contract period.

Payment for Mobilization (5% Maximum) shall be paid for at the contract LUMP SUM (LS) price bid and shall be payable as follows, for each payment upon approval of the Engineer.

- a. Payment of up to 50 percent of the contract lump sum bid price for Mobilization at

- the first progress payment.
- b. Payment to 75 percent of the contract lump sum bid price for Mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 30 percent or more of the original contract amount.
  - c. Payment to 100 percent of the contract lump sum bid price for Mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 50 percent or more of the original contract amount.

The maximum price for this bid item **shall not exceed 5 percent (5%)** of the total contract price at the time of award. No additional compensation will be allowed therefore.

### **Bid Item 2 – Water Quality Best Management Practices (BMP's)**

Contractor shall follow the water pollution control and Best Management Practices (BMPs) guidelines enumerated in Section 3-12.6 of the "Standard Specifications for Public Works Construction" (The "Greenbook"), and also Section 3-12.6 of the General Provisions stated within the "Standard Specifications" of this Project and these contract bid documents.

*Add the following:*

The Contractor shall utilize Best Management Practices (BMP's) 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 drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, 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 sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Costa Mesa.

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 submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the project site including, but not limited to the following:

1. No placement of construction materials where they could enter storm drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water when saw-cutting and vacuum the residue.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction related debris on a daily basis.
8. Protecting work areas from erosion.

The BMP will be approved by the Engineer prior to any work. The City of Costa Mesa will monitor the adjacent storm drains and streets for compliance. Failure of the Contractor to follow BMP plan will result in immediate cleanup by City and back-charging the Contractor for all costs plus 15 percent. It is assumed that the Contractor will apply for the "Small Construction Rainfall Erosivity Waiver" as defined in the General Permit. Filing of the waiver does not relieve the Contractor of submitting BMP's to be used on site during construction, nor does it relieve the Contractor from conforming to the storm water requirements of the State Water Resources Control Board. The Contractor shall complete the electronic Notice of Intent (NOI) and Sediment Risk form through the State Water Board's SMARTS system, certifying that the construction activity will take place during a period when the value of the rainfall erosivity factor is less than five. In the event that the Rainfall Erosivity Waiver is not granted by the State Water Resource Control Board, the Engineer shall be notified immediately.

Full compensation for the requirements of Water Quality Best Management Practices (BMP's) implementation, will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, materials, supplies, sweeping with a self-propelled mechanical mobile sweeper, preparation, implementation and maintenance of BMPs on the construction site as required to prevent storm water pollution within the project limits, twenty-four (24) hours per day during the life of the Contract. **Includes preparation and filing of the Notice of Intent (NOI) and "Small Construction Rainfall Erosivity Waiver" as specified herein and as described in the SSPWC**, all National Pollutant Discharge Elimination System (NPDES) and all related activities, clean-up and incidentals required to complete the work in place. Contractor shall follow the water pollution control and Best Management Practices (BMPs) guidelines enumerated in Section 3-12.6 of the "Standard Specifications for Public Works Construction" (The "Greenbook"), and also Section 3-12.6 of the General Provisions stated within the "Standard Specifications" of this Project and these contract bid documents. No additional compensation shall be allowed therefore.

Payment for this item, including all NPDES related activities, shall be paid as a percentage of completed work to date. **Payment shall be made as the work proceeds and shall constitute full compensation for the completion of the work. It shall be paid as follow: 1/3 at start of construction, 1/3 at 50% completion of the work and 1/3 at 100% completion of the work.**

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**Bid Item 3 – Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety**

Full compensation for the requirements of Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, materials and incidentals necessary to provide measures to protect and maintain traffic and pedestrians, twenty-four (24) hours per day during the life of the Contract, including preparation and processing of a traffic and pedestrian control and construction phasing plans for City approval prior to the start of construction, temporary pavement, detours, the furnishing of such personnel, flaggers, traffic control supervisor, including the furnishing of daily records of traffic control activities, barricades, four (4) portable changeable message signs (PCMS), temporary pavement markings and striping (paint and tape), barrier rails, non-climb fencing, flashers, bridges, plates, furnishing and installing signs and all other incidentals required to complete the work as may be required to ensure the safety of the traveling public and pedestrians in accordance with these Special Provisions. A traffic and pedestrian control plan for each phase of construction must be submitted and approved prior to commencing any work in that phase of the construction. No additional compensation will be allowed therefore.

Progress payments shall be pro-rated in proportion to the total value of work completed to date as a function of the total awarded contract amount.

**Bid Item 4 – Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting**

Full compensation for the requirements of Traffic Signing, Striping, Pavement Markings, RPM's & Curb Painting will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, material and incidentals necessary to complete the work as shown on the plans and in these Special Provisions, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing thermoplastic striping, removal of existing RPM's, new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs as shown on the plans and as directed by the Engineer. No additional compensation will be allowed therefore.

**Bid Item 5– Reset Existing Survey Monuments and Ties**

Full compensation for the requirements of Reset Existing Survey Monuments and Ties, shall be paid for at the **contract unit price bid per EACH (EA)** monument set or re-established, including ties, and shall include monument recovery and inventory, setting pre-construction ties and corner records, post-construction ties and corner records, County of Orange filing fees, re-establishing existing and setting new or missing monuments including ties, record of survey and maps as required by law, and providing the City with copies of all survey documentation and maps and all labor, tools, equipment, materials, fees and other incidentals necessary to complete this work as described herein. All survey services shall be done by a Professional Land Surveyor or a Professional Civil Engineer authorized and licensed to practice land surveying within the State of California.

**Bid Item 6 – Cold Mill Existing AC Pavement 2.5” per Typical Sections, Plans & Detail A-1 on Sheet 2 & Crack Seal**

Full compensation for the requirements of Cold Mill Existing AC Pavement 2.5” per Typical Sections, Plans & Detail A-1 on Sheet 2 & Crack Seal, will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, including cold milling 2.5” of existing asphalt concrete (AC), miscellaneous pavement and pavement reinforcement fabric (Petromat) per Typical Sections, Plans and Detail A-1 on Sheet 2 of plans, crack sealing, and disposal of residue, hauling and furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers as specified in these special provisions and as directed by the Engineer, and all labor, tools, equipment, materials and incidentals required to complete the work, complete in place and as accepted by the Engineer. **The quantity to be paid for will be the actual area of surface cold planed, irrespective of number for passes required to obtain the depth shown on the plans.** No additional compensation shall be allowed.

**Bid Item 7 – Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5” Max. per Typical Sections)**

Full compensation for the requirements of Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5” Max. per Typical Sections), will be paid for at the **contract unit price bid per TON (TON)** based on certified weigh master tickets. This item includes all AC pavement required to construct the 0.5” (maximum) thick asphalt concrete level course roadway pavement per the Typical Sections shown on plans. The unit price bid shall include surface preparation, tack coat, compaction, and all labor, tools, material, equipment and incidentals required to complete the work. No additional compensation will be allowed.

**Bid Item 8 – Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Surface Course (2” per Typical Sections)**

Full compensation for the requirements of Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Surface Course (2” per Typical Sections), will be paid for at the **contract unit price bid per TON (TON)** based on certified weigh master tickets, and shall include full compensation for all ARHM surface course/overlay pavement, 2” thick, per Typical Sections shown on plans. The unit price shall include all surface preparation, tack coat, rock dust blotter, compaction, labor, tools, equipment materials, and incidentals required to complete the work. No additional compensation will be allowed.

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**Bid Item 9 – Sawcut & Remove Ex. and Construct 10” Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (10% Max. RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans, as directed by the Engineer**

This item shall include sawcutting, removal and disposal of existing AC pavement sections (digouts), **as directed and authorized by the Engineer**, in the field **after cold milling is completed**. This item also includes subgrade preparation, tack coat and construction of new 10” thick DGAC pavement over compacted native (95% relative compaction), and all labor, tools, equipment, materials and incidentals required to complete the work, in place as directed by the Engineer.

Full compensation for the requirements of Sawcut & Remove Ex. and Construct 10” Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (10% Max. RAP) over Native (95% Relative Compaction) per Detail A-2 on Sheet 2 of Plans, as directed by the Engineer, will be paid for at the **contract unit price bid per SQUARE FOOT (SF)** as directed by the Engineer. This item includes all sawcut, removal and disposal of existing roadway section, bituminous pavement, macadam, concrete pavement, base materials, pavement reinforcing fabric (Petromat), abandoned concrete and/or steel culverts, unsuitable materials, irrigation improvements, plants, root pruning, removal of existing base material and other unclassified excavation necessary to establish the finished subgrade elevations for the roadway improvements and digouts, as directed by the Engineer. This item also includes all 10” thick, dense graded asphalt concrete (DGAC) base course pavement Type B PG 70-10 (10% maximum RAP) over compacted suitable native materials (95% relative compaction) as required to reconstruct the roadway digouts at the locations as directed and authorized by the Engineer after the cold milling operation is complete. The unit price bid shall include surface preparation, tack coat, compaction, and all labor, tools, material, equipment and incidentals required to complete the work. **This item may or may not be used, and shall not be subject to the SSPWC 25% limitation on quantity changes.** No further compensation will be allowed.

**Bid Item 10 – Adjust Water Valve Can & Cover to Grade**

Full compensation for the requirements of Adjust Water Valve Can & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)**, and shall include replacing all damaged valve cans and covers with new valve cans and covers in conformance with Mesa Water District Standard Drawing 14A and Mesa Water District Specifications, as directed by the Engineer, and all labor, tools, equipment, materials and incidentals necessary to complete the work involved in adjusting water valve can and cover to finished surface grade, including vacuuming and cleaning the water valve can of all debris so as to expose the valve nut, repaving around the adjusted valve, installation of valve markers on the curb, if necessary, complete in place, and all incidentals, as directed by the Engineer. No additional compensation will be allowed.

**Bid Item 11 – Adjust Manhole Frame & Cover to Grade**

Full compensation for the requirements of Adjust Manhole Frame & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment and materials necessary to complete the work involved in adjusting existing Costa Mesa Sanitary District (CMSD) sanitary sewer manhole frames and covers to new finished grade in conformance with Costa Mesa Sanitary District Standard Drawing No. S-105 and Specifications, as required, including lowering and temporary A.C. ramping, replacing damaged manhole rings and covers as directed by the Engineer, and all incidentals. No additional compensation will be allowed.

**Bid Item 12 – Adjust Storm Drain Manhole Frame & Cover to Grade**

Full compensation for the requirements of Adjust Storm Drain Manhole Frame & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment and materials necessary to complete the work involved in adjusting existing storm drain manhole frames and covers to new finished grade in conformance with SPPWC Std. Plan No. 205-3, including temporary A.C. ramping, replacing damaged manhole rings and covers as directed by the Engineer, and all incidentals. No additional compensation will be allowed.

**Bid Item 13 – Adjust Well Monument Can & Cover to Grade**

Full compensation for the requirements of Adjust Well Monument Can & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)**, and shall include adjusting existing and new well monument cans and cover to grade in conformance with City of Costa Mesa Standard Drawing Nos. 613 and 614, and all labor, tools, equipment, materials and incidentals necessary to complete the work involved in adjusting well monument cans and covers to finished surface grade, including vacuuming and cleaning the well monument can of all debris and repaving around the adjusted well monument can, as directed by the Engineer. No additional compensation will be allowed.

**Bid Item 14 – Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.)**

Full compensation for the requirements of Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.), will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, including taper milling of existing asphalt concrete (AC), miscellaneous pavement and pavement reinforcement fabric (Petromat) on Royal Palm Drive per Typical Sections on plans, crack sealing, and disposal of residue, hauling and furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers as specified in these special provisions and as directed by the Engineer, and all labor, tools, equipment, materials and incidentals required to complete the work, complete in place and as accepted by the Engineer. **The quantity to be paid for will be the actual area of surface cold planed, irrespective of number for passes required to obtain the depth shown on the plans.** No additional compensation shall be allowed.

**Bid Item 15 – Sawcut & Remove Existing Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill**

Full compensation for the requirements of Sawcut & Remove Existing Structural Section, PCC & Miscellaneous Improvements (Thickness per Typical Section), Prepare Subgrade, Place, Grade and Compact Fill, will be paid for at the **contract LUMP SUM (LS) price bid** and shall include all labor, tools, equipment, materials and incidentals required to complete all work required for the proposed median reconstruction as shown on the plans, and the cost for clearing and grubbing, sawcutting, removal, haul away and disposal of all miscellaneous improvements, existing unsuitable materials, including P.C.C., A.C., Macadam, cement treated base and ARHM improvements, miscellaneous brick, concrete stamped and special paving, steel or welded wire mesh reinforcement, pavement reinforcing fabric (Petromat), aggregate base excavation, abandoned interfering utilities, unclassified excavation, unclassified fill, borrow excavation, conditioning, subgrade preparation, import, export and disposal, grading and re-grading as needed, and compaction (95% relative compaction). No additional compensation will be allowed therefore.

**Bid Item 16 – Construct 8” (Min.) PCC Curb over 6” CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face)**

Full compensation for the requirements of Construct 8” (Min.) PCC Curb over 6” CMB per City Standard Dwg. No. 311, Type A (Modified Variable Curb Face), will be paid for at the **contract unit price bid per LINEAL FOOT (LF)** of PCC curb constructed in place, and shall include full compensation for furnishing all labor, equipment, and materials for crushed miscellaneous base (CMB), forms, P.C.C. improvements, backfilling behind curb, restoring form areas and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. No additional compensation shall be allowed.

**Bid Item 17 – Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans**

Full compensation for the requirements of Construct AC Slot Paving per Detail A-3 on Sheet 2 of Plans will be paid for at the **contract unit price bid per SQUARE FOOT (SF)** of Slot Paving constructed in place per Detail A-3 on Sheet 2 of the plans, and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal and disposal of existing improvements, subgrade preparation, compaction, tack coat, Asphalt Concrete (B PG 70-10-RAP, 10% Max. RAP) and incidentals required to complete the work, complete and in place, as shown on the plans or requested by the Engineer. No additional compensation shall be allowed.

**Bid Item 18 – Furnish & Install Type “E” Loop Detectors, 6’ Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans**

Full compensation for the requirements of Furnish & Install Type “E” Loop Detectors, 6’ Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans, will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type “E” traffic loops as shown on the Plans, including DLC’s to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractors expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

**Bid Item 19 – Furnish & Install Type “F” Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans**

Full compensation for the requirements of Furnish & Install Type “F” Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans, will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type “F” traffic loops as shown on the Plans, including DLC’s to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractors expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

**Bid Item 20 – Furnish & Install Modified Type “F” Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans**

Full compensation for the requirements of Furnish & Install Modified Type “F” Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans, will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new **Modified** Type “F” traffic loops in Bike Lane as shown on the Plans, including DLC’s to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the

Contractors expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

**Bid Item 21 – Install New Blue Raised Pavement Markers (BRPMs)**

Full compensation for the requirements of Install New Blue Raised Pavement Markers (BRPMs) will be paid for at the **contract unit price bid per EACH (EA)**, and shall include all labor, tools, equipment, material and incidentals necessary to complete the work in place, as shown on the plans and in these Special Provisions, including surface preparation, epoxy adhesive, furnishing and installing new BRPMs as directed by the Engineer. Payment for removals of existing BRPMs shall be included in the contract lump sum price bid for Traffic Signing, Striping, Pavement Markings, RPM's & Curb Painting. No additional compensation will be allowed therefore.

**Bid Item 22 – Additional Work Items Allowance**

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

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

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

Measurement and Payment for "Additional Work Items Allowance" shall be paid per **Force Account (FA)** for all work performed pursuant to Section 7-4.2 of these Specifications and shall, include all labor, tools, equipment, materials and incidentals as required to complete the work as directed by the ENGINEER.

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**PART 2**  
**CONSTRUCTION MATERIALS**

**SECTION 200 - ROCK MATERIALS**

**200-1 ROCK PRODUCTS**

**200-1.2 Crushed Rock and Rock Dust**

**200-1.2.1 General.** *Add the following:*

Rock dust blotter shall conform to the requirements of Rock Dust per Table 200-1.2.1(A) of the SSPWC.

**200-1.5 Sand**

**200-1.5.1 General.** *Add the following to the end of the section:*

Sand bedding and shall conform to the requirements in this Section, and shall consist of washed granular material with a sand equivalent greater than or equal to 30.

Sand for structure backfill material shall have a sand equivalent of not less than 20 conforming to the gradation requirements shown in Table 217-3 of the Standard Specifications, as directed by the Engineer.

**200-2 UNTREATED BASE MATERIAL**

**200-2.1 General.** *Add the following:*

Untreated base shall be crushed miscellaneous base, as shown on the plans.

**200-2.2 Crushed Aggregate Base**

**200-2.2.1 General:**

Crushed aggregate base shall of the 2021 Edition of the Standard Specifications for Public Works Construction.

Crushed aggregate base for pipe bedding in trenches shall consist entirely of crushed rock and rock dust conforming to the requirements Section 217 of the Standard Specifications and these Special Provisions.

**200-2.4.1 General.** *Add the following:*

Crushed Miscellaneous Base material and construction shall conform to Subsections 200-2.4 and 301-2 of the Standard Specifications, and as directed by the Engineer. Contractor shall install Crushed Miscellaneous Base (CMB) with line and grades to match final subgrade elevations as shown on the plans.

**200-2.4.2 Grading.** *Add the following to the end of the section:*

The sieve size shall be 3/4" (fine).

**200-2.5 Processed Miscellaneous Base.** *Add the following:*

**200-2.5.3 Quality Requirements.** *Add the following:*

The minimum R-value requirement will not be waived.

**200-2.5.5 Testing.** *Subsection 200-2.5.5 is hereby added to Section 200 of the Standard Specifications as follows:*

The Contractor shall be required to provide testing of materials for compliance with the requirements for processed miscellaneous base and shall bear all costs for testing of materials for compliance.

**SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS**

**201-1 PORTLAND CEMENT CONCRETE**

**201-1.1 Requirements**

**201-1.1.2 Concrete Specified by Class and Alternate Class.** *Add the following:*

Concrete for curb & gutter shall be Class 560-C-3250.

Concrete standard class specified in the Standard Specifications shall apply for all other concrete materials, including but not limited to sidewalks, local depressions, curb ramps and storm drain structures.

**201-1.4 Mixing**

**201-1.4.1 General.** *Add the following to the end of the section:*

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 "Transit Mixer" of the Standard Specifications.

**201-3**

**201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS**

**201-3.1 General.**

The Contractor shall furnish and install crack seal, as required by the Engineer on all streets within the project limits. Materials, composition and grading, and mix design shall be in accordance with the requirements of Section 203-3 of the Standard Specifications, except as indicated in these special provisions.

**201-3.7 Type "D" Joint Sealant (Hot –Poured Rubber-Asphalt Joint Sealant)**

Crack seal material shall be Crafcro Polyflex Type 2 or approved equal.

Immediately prior to crack sealing, the Contractor shall sweep and clean the pavement surfaces of all vegetation, dirt, oil deposits, and other objectionable materials. All pavement cracks wider than 1/8" shall be cleaned using a wand and compressed air. The compressor used shall be a minimum of 90 cfm and equipped with a device to remove moisture from the compressed air. Air cleaning shall be performed immediately before the application of the crack sealant and shall remove all dust, dirt, oil and other foreign matter.

Sealant shall be applied at the recommended pour temperature using either a wand equipped with an applicator disk or a squeegee. The joint shall be filled to the top without the formation of voids. The top of the finish joint shall be between 1/4" and 3/8" below the finish surface.

The Contractor will be responsible for determining the extent of the crack sealing. He shall ensure that sufficient crack sealing is performed to prevent reflective cracking through to the new street surface. Prior to any crack sealing to be performed, the Contractor shall meet with the City's representatives in the field to discuss the extent and adequacy of the work as well as the street surface preparation to receive crack sealant.

**201-4 CONCRETE CURING MATERIALS**

**201-4.1.1 General.** Concrete curing compound shall be Type 1-D.

**SECTION 203 - BITUMINOUS MATERIALS****203-6 ASPHALT CONCRETE**

**203-6.1 General.**

Asphalt concrete material used for asphalt concrete (AC) Level Course pavement within the roadway shall be Type C2 PG 70-10-RAP with 10% maximum RAP.

Dense graded asphalt concrete material (DGAC) for Base Course pavement within the roadway shall be Type B PG 70-10-RAP with 10% maximum RAP.

**203-11 ASPHALT RUBBER HOT MIX (ARHM) WET PROCESS**

**203-11.2 Materials.** *The following is hereby added to Subsection 203-11.2:*

Asphalt Rubber Hot Mix for surface course and overlay pavement within the roadway shall be ARHM-GG-C PG 64-16 (manufactured with Type I binder)



**203-11.2.3. Crumb Rubber Modifier (CRM).** *The following is hereby added to Subsection 203-11.2.3:*

Scrap Tire CRM used on this project shall be one hundred percent (100%) California waste tires. ARHM shall use a minimum of 20 pounds of scrap rubber per ton of mix.

**203-11.5.d Hand Held Viscometer Test.** *The following is hereby added to Subsection 203-11.5.d:*

Contractor shall have available a Haake Viscometer. Contractor shall take viscosity readings at least every hour at the point where asphalt-rubber enters the feed to the ARHM plant. Temperature of readings shall be constant at 375 degrees Fahrenheit. Contractor shall log results including time and temperature, and shall notify the Engineer at the plant 15 minutes prior to each test. Samples shall be taken at a point where the material has not been exposed to material that is not fully isolated from the feed to the ARHM plant during times of production.

Contractor shall prepare a log of weights of asphalt, asphalt modifier, natural rubber, and tire rubber used in each tank of asphalt-rubber produced. The log of weights shall be made available to the Engineer on request.

## **SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

**214-1 GENERAL.** *Add the following:*

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.

The following special provisions are supplementary and in addition to the provisions of the State Standard Specifications, and are only called out if elaboration, amendments, specifying of options, or additions are required.

## SECTION 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.

### 81-3 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 City of Costa Mesa 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.

#### 81-3.02E Epoxy Adhesive.

Adhesive for raised pavement markers shall be Rapid Set Type epoxy.

#### 81-3.04 Payment.

Full compensation for the requirements of Pavement Markers will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Install New Blue Raised Pavement Markers (BRPMs) will be paid for at the **contract unit price bid per EACH (EA)**, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

## **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:*

Full compensation for the requirements of Remove Pavement Markers will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

## **SECTION 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.

Prior to ordering sign panel, the contractor shall provide signing submittal for Engineer's review showing all proposed signs and sign sizes. Proposed warning sign colors shall be provided as yellow or FYG.

*[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 Yard. 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.**

Full compensation for the requirements of signs and markers will be paid for at the **contract LUMP SUM (LS) price** bid for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

**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 1 $\frac{3}{4}$ " square perforated steel posts (Telespar) with breakaway anchor.

**82-3.03 Construction.****82-3.03A 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:*

Full compensation for the requirements of roadside signs will be paid for at the **contract LUMP SUM (LS) price** bid for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

**82-9 EXISTING ROADSIDE SIGNS AND MARKERS****82-9.04 Payment.** *Replace the entire section with the following:*

Full compensation for the requirements of existing roadside signs and markers will be paid for at the **contract LUMP SUM (LS) price** bid for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

## **SECTION 84 - MARKINGS**

### **84-1 GENERAL**

#### **84-1.01 General.** *Add the following:*

Traffic stripes and pavement markings shall be thermoplastic. Curb markings and on-street parking spaces shall be plain, unless otherwise shown on the plans. Contractor shall repaint any curb markings removed by construction under this contract.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81-3, "Pavement Markers."

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 latest edition of the 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 retroreflective. 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 as shown on the plans, or as 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 request a meeting in the field with the Engineer prior to start of cat-tracking in order to review the proposed striping and discuss the City's cat-tracking requirements.** 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 (including

crosshatch markings in the 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, and loss of reflectivity resulting from defective materials or methods of application for a period of one year.

#### **84-2.03C Application of Stripes and Markings.**

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2 inch in 50 feet from the specified alignment.

**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 55 degrees Fahrenheit to prevent weak bonding.** The contractor may preheat the surface of the asphalt to above 55 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 from end to end of the pair of stripes, and shall not be measured as total length of all individual stripes.

Dashed traffic stripes for purposes such as centerlines and lane lines shall be measured from end to end of the stripe inclusive of gaps, and shall not be measured as total length of all dashes.

Payment for the preceding requirements will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

**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 preceding requirements will be paid for at the **contract LUMP SUM (LS) price bid** for Traffic Signing, Thermoplastic Striping, Pavement Markings, RPM's & Curb Painting as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

**SECTION 86 – ELECTRICAL WORK**

**86-1 GENERAL**

All electrical equipment, materials, and work shall be in accordance with the general specifications (Section 86 "General") 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.

**SECTION 87 – ELECTRICAL SYSTEMS**

**87-1 GENERAL**

**87-1.03 Construction.**

**87-1.03V Detectors.**

**87-1.03V(2) Inductive Loop Detectors.** *Add the following:*

Where no video detection exists or is planned, all advance loops and stop bar loops, except bicycle loops or the front-most loops, shall be Type E. All bicycle loops including the front-most loop of every lane shall be Type F per latest Caltrans Standard Plans. All left turn lanes shall have four stop bar loops and all through lanes shall have two stop bar loops. Right turn lanes shall have two loops, unless otherwise specified on the plans.

Inductive loops at the limit line shall not be installed for approaches with existing or planned video detection. For locations with existing or planned video detection, advance loops shall only be installed if existing conditions such as a horizontal curve or another obstruction prevents the radar zone from being picking up vehicles at the proper setback distances.

## **Payment**

Full compensation for the requirements of **“Furnish & Install Type “E” Loop Detectors, 6’ Round, per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans”** will be paid for at the contract unit price bid per **EACH (EA)** as described in Part 1 of these Special Provisions, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type “E” traffic loops as shown on the Plans, including DLC’s to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractor’s expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

Full compensation for the requirements of **“Furnish & Install Type “F” Loop Detectors per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans”** will be paid for at the contract unit price bid per **EACH (EA)** as described in Part 1 of these Special Provisions, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Type “F” traffic loops as shown on the Plans, including DLC’s to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractor’s expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

Full compensation for the requirements of **“Furnish & Install Modified Type “F” Loop Detectors in Bike Lane per Caltrans Std. ES-5B. Loop Detectors shall Comply with Latest CA MUTCD and Connect to Existing Conductors and DLC’s to Controller Cabinet per Plans”** will be paid for at the contract unit price bid per **EACH (EA)** as described in Part 1 of these Special Provisions, and shall include all labor, tools, equipment, material and incidentals necessary to perform all operations to remove and install new Modified Type “F” traffic loops in the Bike Lane, as shown on the Plans, including DLC’s to controller cabinet, as directed by the Engineer. Replacement loops shall be as specified in Caltrans Standard Specifications Section 86-5.01A, and as stated herein. Contractor shall coordinate with the Engineer for final placement of loops. Any traffic loops that are damaged during construction, outside the areas shown on the exhibits or shown as protect in-place shall be fully replaced at the Contractor’s expense and to the satisfaction of the Engineer. No additional compensation will be allowed therefore.

**SECTION E**  
**SPECIAL PROVISIONS**  
**PART 3**  
**CONSTRUCTION METHODS**

**SECTION 300 - EARTHWORK**

**300-1 CLEARING AND GRUBBING**

**300-1.1 General.** *Add the following:*

No burning will be permitted.

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

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

**300-1.4 Payment.** *Delete Subsection in total and substitute with the following:*

Full compensation for the requirements of clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved as depicted in Part 1 of these Special Provisions, and no additional compensation will be allowed therefore.

**300-2 UNCLASSIFIED EXCAVATION**

**300-2.1 General.** *Add the following:*

Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, macadam, P.C.C. concrete pavement, aggregate base materials, Petromat or pavement reinforcing fabric, steel or welded wire mesh reinforcement, native materials, abandoned concrete or steel culverts or other utilities, brick, concrete or other miscellaneous pavers, cement or lime treated base materials, and other miscellaneous improvements within the roadway section.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

Saw cutting of edges of bituminous pavement or P.C.C. improvements to be joined is required prior to final paving, restorations and repairs, unless otherwise directed by the Engineer.

The asphalt pavement shall be sawcut and removed to clean, straight lines at the designated lines of removal marked in the field or as designated by the Engineer.

Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 400 of the Standard Specifications at Contractor's expense.

Saw cuts along removal limits shall be to a minimum depth as shown on plans. All excavated materials shall become the property of the Contractor and shall be disposed of at a suitable and legal disposal site. Arrangements for such disposal sites shall be made by the Contractor and approved by the City's representative, when such areas are within the City right-of-way.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item #9, as authorized by the Engineer. If the unclassified fill material is encountered within the subgrade preparation area, the removal of said unclassified excavation shall be paid for at the unit price for bid item #9, as authorized by the Engineer.

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

**The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench, pothole and past localized reconstruction patches are encountered.**

If a significant deviation in pavement thickness is encountered by the contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

**300-2.1.1 Requirements.** *Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:*

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1-1/2 inches. Concrete pavement shall be removed to neatly sawed straight lines either parallel to the curb or at right angles to the curb face. If the saw cut in

concrete pavement fall within 3 feet of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. Curb and gutter shall be sawed to a depth of 1-1/2 inches on a neat line at right angles to the curb face. All concrete removal shall be sawcut at the required dimension.

**300-2.9 Payment.** *The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:*

Full compensation for the requirements of unclassified excavation will be measured and paid for as depicted in Part 1 of these Special Provisions.

### **300-4 UNCLASSIFIED FILL**

**300-4.10 Measurement and Payment.** *Subsection 300-4.10 of the Standard Specifications is hereby deleted in its entirety and replaced with the following:*

Full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in unclassified fill shall be considered as included in the contract unit prices paid for the various items of work involved as depicted in Part 1 of these Special Provisions, and shall include full compensation for the cost of all grading, shaping, compacting or consolidating, or other work that is required under this subsection. No additional compensation will be allowed for unclassified fill.

## **SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS**

### **301-1 SUBGRADE PREPARATION**

**301-1.3 Relative Compaction.** *The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:*

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, access ramps or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 95 percent.

### **301-2 UNTREATED BASE.**

**301-2.4 Measurement and Payment.**

*Delete the text of this subsection of the Standard Specifications entirely and replace with the following:*

Payment for Crushed Miscellaneous Base under sidewalks, curb and gutter, curb ramps, driveways, bus pads, cross gutter, convenience strip and other miscellaneous PCC improvements, shall be considered as included in the unit price bid for the various items of work involved, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

## SECTION 302 - ROADWAY SURFACING

### 302-5 ASPHALT CONCRETE PAVEMENT

**302-5.1 General.** *The following is hereby added to this subsection:*

Bituminous and composite pavements shall be removed in accordance with Section 401- Removal, of the Standard Specifications.

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER.

The Contractor is not allowed to drive his/her fully loaded trucks on the newly paved asphalt concrete leveling course.

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

**302-5.4 Tack Coat.** *The first sentence in subsection 302-5.4 of the Standard Specifications is hereby deleted and replaced with the following:*

Tack coat shall be Grade SS-1h emulsified asphalt applied at a rate of 0.10 gallons per square yard shall be uniformly applied to all exposed surfaces of existing pavement, preceding the placement of asphalt concrete leveling or base course.

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

**302-5.5 Distribution and Spreading.** *The following is hereby added to this subsection:*

The Contractor shall provide automatic screed control as directed by Engineer. Distribution and spreading shall conform to 302-5.5, except that at the time of placement in the paving machine, the temperature of DGAC shall be 290 degrees Fahrenheit and be high enough that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the paving area, the tires of all trucks must be lightly oiled, with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operation.



**302-5.6 Rolling.** *The following is hereby added to this subsection:*

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any asphalt concrete leveling course.

Roller drum wheels shall be filled per manufacturer's recommendations.

**302-5.7 Joints.** *The following is hereby added to this subsection:*

Join lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

**302-5.8 Manholes.** *The following is hereby added to this subsection:*

Asphalt-Rubber Hot Mix (ARHM) shall be used as final cap around adjusted manholes and valves.

**302-5.9 Measurement and Payment.** *Subsection 302-5.9 is hereby deleted and replaced with the following:*

Full compensation for the requirements of **Asphalt Concrete (AC) Level Course (Type C2 PG 70-10-RAP) (10% Max. RAP) (0.5" Max. Thickness per Typical Sections)**, will be paid for at the **contract unit price bid per TON (TON)** based on certified weigh master tickets, as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of **Sawcut & Remove Ex. and Construct 10" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 70-10-RAP) (Max. 10% RAP) over Native (95% Relative Compaction) as directed by the Engineer**, will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for **Traffic & Pedestrian Control & Construction Phasing**, as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

**302-5.10 Crack Repair.** *The following is hereby added to this subsection:*

After completion of the cold milling operations, cracks  $\frac{1}{4}$  inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Road Saver 211, or approved equal. All crack filler material shall be in conformance with the following specifications. The crack sealant

placed shall be slightly below the pavement surface to avoid over-application and minimize bumps and wicking through the AC surface during compaction. Deep cracks should be filled with sand and covered with a thin layer of sealant.

All holes shall be cleaned of loose materials and filled with Asphalt Concrete Type B PG 70-10 RAP (Max. 10% RAP) and compacted to a smooth even surface with the adjacent existing pavement.

### **302-6 PORTLAND CEMENT CONCRETE PAVEMENT**

**302-6.1 General.** *The last sentence of Subsection 302-6.1 of the Standard Specifications is hereby deleted and replaced with the following:*

Concrete pavement shall be removed in accordance with Section 401 of the Standard Specifications.

### **302-9 ASPHALT RUBBER HOT MIX (ARHM)**

**302-9.1 General.** *The following is hereby added to this subsection:*

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

All raised pavement markers shall be removed prior to the placement of any asphalt concrete overlay.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling.

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

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

The Contractor is not allowed to drive his/her fully loaded trucks on the newly paved ARHM surface course.

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

**302-9.2 Tack Coat.** *The first sentence in subsection 302-5.4 of the Standard Specifications is hereby deleted and replaced with the following:*

Tack coat shall be Grade SS-1h emulsified asphalt applied at a rate of 0.10 gallons per square yard shall be uniformly applied to all exposed surfaces of existing pavement, preceding the placement of ARHM surface course.

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

**302-9.3 Distribution and Spreading.** *Subsection 302-9.3 is hereby deleted and replaced with the following:*

Distribution and spreading shall conform to 302-5.5, except that at the time of placement in the paving machine, the temperature of ARHM-GG shall be 290 degrees Fahrenheit and be high enough that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled, with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. **Inaccessibility of a heat measurement shall be cause for termination of paving operation.**

**302-9.4 Rolling.** *The second sentence of Subsection 302-9.4 is hereby deleted and replaced with the following:*

Two complete passes with the breakdown roller shall be provided. Initial breakdown rolling shall be performed close enough to the paving machine and at a pavement temperature high enough such that the pavement temperature after two passes exceeds 240 degrees Fahrenheit.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5.6 of the Standard Specifications, and this Subsection 302-9.5 for each paving machine. An extra breakdown roller shall be on site at all times, free of defects.

A vibratory roller shall be used for initial breakdown rolling. The vibratory roller for initial breakdown rolling and all other rollers shall have an adjustable range of vibration set at low vibration.

Intermediate rolling shall be provided such that a total of six passes are performed before pavement temperature drops below 200 degrees Fahrenheit.

A finish roller shall be provided in addition to intermediate rolling.

**302-9.6 Manholes (and Other Structures)** *[Add the following:]*.

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

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

The Contractor is directed to Section 403 within these Special Provisions with respect to raising, adjusting or reconstructing utilities to grade.

**302-9.7 Rock Dust Blotter.** *Subsection 302-9.7 of the Standard Specifications is hereby deleted and replaced with the following:*

Rock dust blotter material shall be required immediately after the completions of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Lack of uniformity of application of rock dust shall be cause to terminate paving operations.

Rock dust blotter conforming to 200-1.2 shall be uniformly applied using a mechanical spreader at a rate of 3 pounds per square yard regardless of the pavement temperature, to prevent tracking of the ARHM.

24 hours after paving, the Contractor shall hand sweep all sidewalks, driveways, curbs, gutters, and access ramps; and shall mechanically sweep all roadway surfaces. The mechanical sweeper shall be self-propelled mobile sweeper. Payment for the sweeping shall be included in the lump-sum price bid for SWPPP and no additional compensation will be allowed therefore.

**SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

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

**303-5.1 Requirements**

**303-5.1.1 General.**

P.C.C. curb, gutter, sidewalks, and access ramps shall conform to the provisions of Section 303-5 of the Standard Specifications.

P.C.C. curb and gutter shall conform to City Std. Dwg. Nos. 312 and 314.

P.C.C. sidewalk shall conform to City Std. Dwg. Nos. 411, 412, and 413, (and 414 where necessary).

P.C.C. cross-gutters shall conform to SPPWC Std. Plan No. 122-3 or City Std. Dwg. No. 415, as directed by the Engineer.

Removal of existing concrete and masonry improvements and structures and composite pavement shall conform to Section 401- Removal, of the Standard Specifications and these Special provisions.

Concrete curb, gutter, sidewalks, and access ramps shall be constructed of Portland cement concrete of the class and other requirements prescribed in Subsection 201-1 of the Standard Specifications.

All excavation, clearing and grubbing shall be performed in accordance per Sections 300 and 303 of the Standard Specifications. Payment shall be included in the price for the various contract items of work, and no additional compensation shall be allowed therefore.

The Contractor shall replace all damaged existing curb drain outlets to a satisfactory working condition.

The new P.C.C. curb, gutter, sidewalks, and access ramps shall conform in grade, finish, and color to the adjoining portions.

Any sections of said work having a patchwork appearance will be rejected by the City Engineer, and the Contractor shall replace them at his own expense. To ensure a neat break line between existing and new portions of P.C.C. curb, gutter, sidewalks, and access ramps, the Contractor shall be required to use a concrete cutting saw of a type approved by the City Engineer.

The Contractor is required to sawcut all concrete full depth. All sawcuts shall be neat, straight lines. Removal shall be to the nearest construction joints or weakened plane joints.

Construction joint and weakened plain joint spacing shall match the adjoining sidewalk to the extent possible. Compensation for sawcutting shall be included as part of the unit cost bid for all the various contract items of work.

Attention is directed to Subsections 201-4 and 303-1.10 for the Standard Specifications for curing requirements. Full compensation for conforming to the requirements of Subsections 201-4 and 303-1.10 of the Standard Specifications shall be considered as included in the prices for the various contract items of work, and no additional compensation will be paid therefore.

Curb at each separate location shall be completed within **five (5) working days** from the time the repair work is initiated, or as directed as the Engineer. Forms shall be removed as soon as the concrete has had sufficient time to cure.

**It will be the responsibility of the Contractor to complete all initiated repairs by the end of the Friday of each working week unless specified otherwise by the City Engineer.**

All form work shall be inspected by the Project Engineer prior to placement of concrete.

Trenches shall be protected at nighttime, on weekends, and during non-working hours. It shall be the contractor's responsibility to assure that the work site is maintained in a safe condition at all times, especially at weekends.

New construction (i.e., access ramps) shall be coordinated to avoid conflicts with existing power poles, street lights, fire hydrants, and catch basins. All adjacent areas shall be graded and restored to original condition upon completion.

All form work including reinforcing steel shall be inspected by the Project Engineer prior to placement of concrete.

P.C.C. curb, curb and gutter, sidewalks, curb access ramps, cross gutters, bus pads and driveways shall be constructed over 6 inches of crushed miscellaneous base (CMB). Payment for CMB required under these items shall be included in the unit prices bid items for P.C.C. curb, curb and gutter, sidewalks, cross gutters, driveway aprons, and curb access ramps, and no additional compensation shall be allowed therefore.

The Contractor is advised that the planned longitudinal gutter slopes may mild to flat gradients. To provide for positive drainage, the Contractor shall "water test" the flowline. When the gutter concrete is freshly placed and floated to form, a small amount of water shall be placed in the upstream end of the gutter. The gutter flowline shall be finished to remove high points to allow water to freely drain to the downstream end of the gutter.

Trenches shall be covered at night, on weekends, and during non-working hours.

It shall be the contractor's responsibility to assure that the work site is maintained in a safe condition at all times, especially at night and weekends.

### **303-5.7 Repairs and Replacements.**

All work which is defective in its construction or deficient in any of the requirements of these Special Provisions shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

The minimum length for removal and replacement of unsatisfactory work shall be score line to score line for sidewalk. Sawcutting is required for all removals of defective concrete work at no additional cost.

Upon failure on the part of the Contractor to comply forthwith with any order the City makes under the provisions of this Section, the City shall have authority to cause defective work to be removed and replaced and deduct the costs thereof from any monies due or to become due the Contractor.

**303.5-8 Backfilling and Cleanup.**

The construction of any improvement in place shall mean that in addition to the requirements under Section 303-5.8 of the Standard Specifications relating to "Backfilling and Clean up," the Contractor shall be responsible for backfilling the area excavated for the purpose of setting forms. Said backfill shall be considered part of the bid price for the various contract items of work, and no further compensation shall be paid therefore. Said backfill shall be done immediately following the removal of forms.

If no new construction is to be placed in the location where concrete has been removed, then the area shall be backfilled and graded to match existing grade.

During all phases of construction, the Contractor shall maintain a clean work site. The contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed. Full compensation shall be considered as included in the prices for the various items.

**303-5.9 Measurement and Payment.** *The Subsection 303-5.9 of the Standard Specifications are hereby deleted and replaced with the following:*

Full compensation for the requirements of **Sawcut & Remove Ex. and Construct 6" P.C.C. Curb over 6" CMB per SPPWC Std. Plan No. 120-2, Type A1-6(150) Modified per Plan** will be paid for at the contract unit price bid per **LINEAL FOOT (LF)** as described in Subsection 7-7 of these Special Provisions. No additional compensation will be allowed therefore.

**SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

*[Replace the entire Section with the following:].*

Signing and striping work shall comply with the 2018 Caltrans Standard Specifications and any applicable errata (or Revised Standard Specifications), as modified by these special provisions. If a conflict exists between these Special Provisions and either set of Standard Specifications, the following shall be the order of precedence:

1. Plans
2. Special Provisions
3. Caltrans Revised Standard Specifications (RSS), latest edition
4. Caltrans Standard Specifications (CSS), latest edition
5. Standard Specifications for Public Works Construction (SSPWC), latest edition

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

Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

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.

## **SIGNING AND STRIPING**

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

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

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

### **81 MISCELLANEOUS TRAFFIC CONTROL DEVICES**

#### **81-2 Delineators**

##### **81-2.01 General.**

##### **81-2.01C Submittals.** *Add the following:*

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

##### **81-2.02 Materials.**

##### **81-2.02A General.** *Add the following:*

The delineators shall be flexible 42" tall white high speed high performance tubular delineator with welded capped top and black colored bases. Each delineator shall be equipped with 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:*

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

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

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

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

**81-8 Existing Pavement Markers and Delineators****81-8.03 Construction.****81-8.03B Remove Pavement Markers.** *Add the following:*

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

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

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## **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 that are in good reusable condition that are 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 furnishing sign panels shall be included in the bid price of installing the sign panels.

### **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.

## **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.** *Add the following:*

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

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

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

### Preformed Green Colored Thermoplastic

Preformed green thermoplastic pavement markings shall be Ennis Flint PreMark VIZIGRIP (VG). 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 per manufacturer's specifications.

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.

#### **84-2.03 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 as shown on the plans or as directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable).

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

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint or thermoplastic (hot-applied or preformed) is thoroughly dry.

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

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

## Pavement Marking Guarantee

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

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

#### **84-2.03C(1) General.** *Add the following:*

The Contractor shall apply the first application of paint for traffic striping and shall install thermoplastic (hot-applied or preformed) markings no sooner than seven (7) days nor later than twelve (12) days following the 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.

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

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.

**84-2.03B(2)(c) Sprayable Thermoplastic.** *Remove section 84-2.03B(2)(c) in its entirety:*

**84-2.03B(6) Paint.** *Remove the following:*

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

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

*[Add the following:].*

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

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.

*Revise the title of the following section 84-2.04B:*

## **84-9 EXISTING MARKINGS**

**84-9.03B Remove Traffic Stripes and Pavement Markings.** *Replace in its entirety with the following:*

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

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

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

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

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

### **314-5 Measurement and Payment**

Full compensation for the requirements of Traffic Signing, Striping, Pavement Markings, RPM's & Curb Painting will be paid for at the **contract LUMP SUM (LS) price bid**, as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

**SECTION E**  
**SPECIAL PROVISIONS**  
**PART 4**  
**EXISTING IMPROVEMENTS**

**400-1 GENERAL**

**400-1.1 Removal and Restoration of Existing Improvements**

Contractor shall remove and restore all existing improvements including but not limited to, removing and installing mailboxes, fences, walls, driveways, bricks, pavers, relocation of existing drain pipe, removing tree roots and restoring planters, sprinklers, and landscaping and irrigation system.

Contractor shall restore or replace to a condition equal to or better than existing condition. All replacement and restoration work shall be coordinated with the City and completed to satisfaction of the City.

**400-2 PERMANENT SURVEY MARKERS** *Replace with the following:*

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require 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 licensed to practice surveying, inventory all existing survey monuments and ties and establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction by the Contractor's Surveyor or Civil Engineer licensed to practice surveying. A copy of this inventory shall be submitted to the Engineer.

Submitted documents shall include field notes and sketches which must contain existing information of centerline control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map No. \_\_\_\_, or Tract Map No. \_\_\_\_, and other related information; they must be sealed and signed by the civil engineer or land surveyor registered by the State of California. The monument resetting work shall comply with the Subdivision Map Act, Orange County, California State requirements, and applicable CITY Codes.

*[Add the following Subsection:].*

**400-2.1 CITY Standard Drawings**

- Standard Drawing No. 613 or 615.

Any ties, monuments and benchmarks 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 its sureties shall be liable, at Contractor's expense, for any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

#### **400-2.2 Survey Monuments**

Reset tie monument shall have at least four (4) control points.

The Contractor shall obtain prior approval from the ENGINEER before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5" (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to reset ties and monuments and fails to set new centerline ties, the CITY will hire private professional engineers or land surveyors to perform the work and will deduct such cost from the contract. The deduction shall include the cost of the CITY personnel time involved.

The Contractor must submit a corner record for each monument to the County of Orange for approval. The Contractor shall submit all approved monument corner records to the CITY before final payment.

The Contractor shall also submit to the CITY field notes and sketches for all existing control ties and monuments to be protected in place. These documents must be signed and sealed by either the Professional Licensed Land Surveyor or Civil Engineer registered in California.

#### **400-3 PAYMENT** *Replace the last sentence with the following:*

Full compensation for the requirements of Reset Existing Survey Monuments and Ties, shall be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Adjust Well Monument Can & Cover to Grade, shall be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

## SECTION 402 – UTILITIES

### 402-1 LOCATION

#### 402-1.1 General. *Add the following:*

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

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

Prior to commencing any other work, CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

The CONTRACTOR shall notify and coordinate with the owners of the utility companies at least two (2) working days in advance of any work to be done by said utility companies' forces (See Subsection 402-4 of these Special Provisions for utility contact information).

#### 402-1.2 Payment. *Replace with the following:*

Full compensation for the requirements of utility location, notifications, coordination and scheduling of utility work (to be done by utility forces), performed by the Contractor, shall be included in the contract unit prices bid for the various items of work requiring utility location to be performed by others, and no further compensation will be allowed.

**402-2 PROTECTION** *Add the following:*

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

**402-2.1 Payment**

Payment for utility protection by the Contractor shall be included in the contract unit prices bid for the various items of work requiring utility protection and no further compensation will be allowed.

**402-4 RELOCATION** *Add the following:*

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

<p><b>AT&amp;T (right-of-way)</b> Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: <a href="mailto:vk3921@att.com">vk3921@att.com</a></p>	<p><b>Cost Mesa Sanitary District</b> Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: <a href="mailto:jochiqui@cmsdca.gov">jochiqui@cmsdca.gov</a></p>
<p><b>AT&amp;T</b> Rhonda Clary-Byers (engineer for Costa Mesa) or Doug DiPaolo 3939 E. Coronado St. Anaheim, CA 92807 (o) 714-618-9116 (o) 714-618-9125 Email: <a href="mailto:rc1315@att.com">rc1315@att.com</a> Email: <a href="mailto:dd2634@att.com">dd2634@att.com</a></p>	<p><b>Costa Mesa Sanitation District</b> Nabila Guzmán, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: <a href="mailto:nguzman@cmsdca.gov">nguzman@cmsdca.gov</a></p>
<p><b>Mesa Water District</b> Phil Lauri 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: <a href="mailto:phill@mesawater.org">phill@mesawater.org</a></p>	<p><b>Orange County Water District (OCWD)</b> Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour) Email: <a href="mailto:colsen@ocwd.com">colsen@ocwd.com</a> Email: <a href="mailto:utilityrequest@ocwd.com">utilityrequest@ocwd.com</a></p>

<p><b>Mpower Communications, Inc.</b>  Mark Denning  2698 White Road  Irvine, CA 92614  (o) 949-864-0296  (c) 949-547-6455  Email: <a href="mailto:mdenning@telepacific.com">mdenning@telepacific.com</a></p>	<p><b>CA Regional Water Quality – Santa Ana Region</b>  Mark Smythe  3737 Main St., Suite 500  Riverside, CA 92501  (o) 951-782-4130  (c) 951-543-8523  Email: <a href="mailto:msmythe@waterboards.ca.gov">msmythe@waterboards.ca.gov</a></p>
<p><b>Orange County Sanitation District (OCSD)</b>  Rudy Davila  P.O. Box 8127  Fountain Valley, CA 92728  (o) 714-593-7348  (c) 714-593-3301 (24-hour)  Email: <a href="mailto:RDavila@ocsd.com">RDavila@ocsd.com</a></p>	<p><b>Irvine Regional Water District</b>  Kelly Lew  15600 Sand Canyon Ave.  Irvine, CA 92618  (o) 949-453-5586  (p) 949-729-7300 (24-hour)  Email: <a href="mailto:lew@irwd.com">lew@irwd.com</a></p>
<p><b>Irvine Regional Water District</b>  Brad Jackson (Area Construction Inspector)  15600 Sand Canyon Ave.  Irvine, CA 92618  (o) 949-632-0627  (p) 949-729-7300 (24-hour)  Email: <a href="mailto:jackson@irwd.com">jackson@irwd.com</a></p>	<p><b>SCE (Senior Compliance)</b>  Susan Morgan  (o) 909-835-7527  (c) 909-835-7527  Email: <a href="mailto:susan.morgan@sce.com">susan.morgan@sce.com</a>  <i>*No pre-construction meeting notices BUT Susan Morgan and Mónica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.</i></p>
<p><b>Irvine Ranch Water Dist. – Development Services*</b>  Christian Kessler, P.E.  15600 Sand Canyon Ave.  Irvine, CA 92618  (o) 949-453-5300  (p) 949-453-5441  Email: <a href="mailto:kessler@irwd.com">kessler@irwd.com</a>  <i>*utility requests</i></p>	<p><b>SCE (Service Planner – Orange Coast S/C)</b>  Damon Humphrey  7333 Bolsa Ave.  Westminster, CA 92683  (o) 714-895-0534  Email: <a href="mailto:damon.humphrey@sce.com">damon.humphrey@sce.com</a></p>
<p><b>Metropolitan Water District of So. California</b>  Civil Engineering Substructures Section  Shoreh Zareh  P.O. Box 54153  Los Angeles, CA 90054  (o) 213-217-7474  (c) 626-844-5610 (24-hour)  Email: <a href="mailto:szareh@mwdh2o.com">szareh@mwdh2o.com</a></p>	<p><b>SCE (Service Planner – Orange Coast S/C)</b>  Mónica Balderas  7333 Bolsa Ave.  Westminster, CA 92683  (o) 714-329-2778  Email: <a href="mailto:monica.balderas@sce.com">monica.balderas@sce.com</a></p>
<p><b>Metropolitan Water District of So. California</b>  Civil Engineering Substructures Section  Kieran Callanan  P.O. Box 54153  Los Angeles, CA 90054  (o) 213-217-7474  (c) 626-844-5610 (24-hour)  Email: <a href="mailto:kcallanan@mwdh2o.com">kcallanan@mwdh2o.com</a></p>	<p><b>*Reminder*</b>  After facilities are identified on the plans, send the plans to Gail Gardner, and she will forward to SCE's planning department.   Send to: <a href="mailto:gail.gardner@sce.com">gail.gardner@sce.com</a></p>

<p><b>SCE (Utility Notice Requests)</b>  Kasy Chapman  7333 Bolsa Ave.  Westminster, CA 92683  (o) 714-895-0109  (c) 800-611-1911 (24-hour)  Email: <a href="mailto:kasey.chapman@sce.com">kasey.chapman@sce.com</a></p>	<p><b>Southern California Gas Co.</b>  Wilson Baldelomar  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-5091  (p) 800-603-7060 (24-hour)  Email: <a href="mailto:wbaldelomar@semprautilities.com">wbaldelomar@semprautilities.com</a></p>
<p><b>SCE (Base Maps)</b>  Kimberly Gurule  1444 E. McFadden Ave., Bldg. "D"  Santa Ana, CA 92705  (o) 714-796-9932  Email: <a href="mailto:maprequests@sce.com">maprequests@sce.com</a>  <i>*No pre-construction meeting notices to this address – map requests ONLY.</i></p>	<p><b>Southern California Gas Co.</b>  Wilson Baldelomar  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-5091  (p) 800-603-7060 (24-hour)  Email: <a href="mailto:wbaldelomar@semprautilities.com">wbaldelomar@semprautilities.com</a></p>
<p><b>Southern California Gas Co. (Transmission)</b>  P.O. Box 2300  Chatsworth, CA 91313-2300  (o) 818-701-4546  Email: <a href="mailto:SoCalGasTransmissionUtilityRequest@semprautilities.com">SoCalGasTransmissionUtilityRequest@semprautilities.com</a></p>	<p><b>Verizon Business Investigations</b>  2400 N. Glenville Dr.  Richardson, TX 75082  (o) 972-729-6016  (o) 469-886-4238  Email: <a href="mailto:investigations@verizon.com">investigations@verizon.com</a>  *2nd Email: <a href="mailto:chuck.czumak@verizon.com">chuck.czumak@verizon.com</a>  Contact Verizon Business for issues involving:  --- Brooks Fiber Properties, Inc.  --- MCImetro Access Transmission Svcs.  --- MCI Telecommunications Svcs  --- MFS Telecom, Inc.  --- SourtherNet, Inc. / WorldComNetwork Svcs.  --- Intermedia Communications, Inc.  --- XO Communications</p>
<p><b>Southern California Gas Co.</b>  Richard Clendineng  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-3262  Email: <a href="mailto:rclendineng@semprautilities.com">rclendineng@semprautilities.com</a></p>	<p><b>Charter Communications</b>  Don Simons  Construction Manager, Zone 8  7142 Chapman Ave.  Garden Grove, CA 92841  (o) 714-591-4871  Email: <a href="mailto:don.simons@charter.com">don.simons@charter.com</a></p>
<p><b>Southern California Gas Co.</b>  Peter Serrano  P.O. Box 3334, SC8321  Anaheim, CA 92803  (o) 714-634-5067  Email: <a href="mailto:pserrano@semprautilities.com">pserrano@semprautilities.com</a></p>	<p><b>Charter Communications</b>  Utility Research Requests  E-mail: <a href="mailto:DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM">DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM</a></p>
<p><b>Spectrum Time Warner Cable</b>  José Román  12051 Industry St.  Garden Grove, CA 92841  (o) 714-591-4846  (c) 657-263-3641  Email: <a href="mailto:jose.roman@charter.com">jose.roman@charter.com</a></p>	<p><b>XO Communications</b>  Matt Bergine  Engineer IV  Specialist-Network Engineering &amp; Operations  (o) 949-417-7841  (c) 714-822-6207  Email: <a href="mailto:matt.bergine@verizon.com">matt.bergine@verizon.com</a></p>

<p><b>Spectrum Time Warner Cable</b> Main Number 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-709-3390</p>	<p><b>XO Communications</b> Switchboard (o) 703-547-2000</p>
<p><b>Spectrum Time Warner Cable</b> Jeff Cox Email: <a href="mailto:jeff.cox@twcable.com">jeff.cox@twcable.com</a> <b>Spectrum Time Warner Cable *utility requests*</b> Email: <a href="mailto:west-engineering-relo@twcable.com">west-engineering-relo@twcable.com</a>* <b>Spectrum Time Warner Cable</b> Ángel Vega (o) 714-591-4889 Email: <a href="mailto:angel.vega1@charter.com">angel.vega1@charter.com</a></p>	<p><b>Kinder Morgan</b> Jordan Neuner (o) 310-628-4350 Email: <a href="mailto:jordan_neuner@kindermorgan.com">jordan_neuner@kindermorgan.com</a> Karly Payne, Administrative Assistant (o) 714-560-4604 Email: <a href="mailto:karly_payne@kindermorgan.com">karly_payne@kindermorgan.com</a></p>
<p><b>Spectrum Time Warner Cable</b> Max Sandoval, Construction Coordinator (o) 714-719-9629</p>	<p><b>Newport-Mesa Unified School District</b> Victor Garza (o) 714-424-5080 Email: <a href="mailto:vgarza@nmusd.us">vgarza@nmusd.us</a></p>
<p><b>OCTA – Stops &amp; Zones</b> Kyle Poff 550 S. Main St. Orange, CA 92863 (o) 714-560-5833 Email: <a href="mailto:kpoff@octa.net">kpoff@octa.net</a> <b>OCTA (Detour Coordination)</b> Dispatch: 714-265-4330</p>	<p><b>Newport-Mesa Unified School District</b> Tim Marsh, Administrative Director, Facilities Support Svcs. (o) 714-4247527 Email: <a href="mailto:tmarsh@nmusd.us">tmarsh@nmusd.us</a> <b>Newport-Mesa Unified School District</b> Mary Gray Email: <a href="mailto:mgray@nmusd.us">mgray@nmusd.us</a></p>
<p><b>OC Fair &amp; Event Center</b> Jerry Eldridge, Director of Facilities (o) 714-474-5983 Email: <a href="mailto:JEldridge@ocfair.com">JEldridge@ocfair.com</a></p>	<p><b>DIGALERT.ORG</b> (24-HR) 811 2 days before digging.</p>

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

*[Replace the Section Title with the following:].*

## **SECTION 403 – MANHOLE AND VALVE ADJUSTMENT AND RECONSTRUCTION**

### **403-1 GENERAL** *Replace with the following:*

Contractor shall adjust existing manholes and water valves to grade conforming to all applicable sections of the latest edition of the Standard Specifications, Mesa Water District (MWD) Standards & Specifications, Costa Mesa Sanitary District Standards & Specifications, and City of Costa Mesa Standard Plans.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the ENGINEER, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the CITY for utility cuts in pavement.

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

*[Replace entire Subsection with the following:].*

### **403-3 MANHOLES AND VALVES IN ASPHALT CONCRETE PAVEMENT**

*Replace with the following:*

#### **403-3.1 Storm Drain and Sanitary Sewer Manholes**

All Storm Drain (SD) and Sanitary Sewer (SS) Manholes are to be protected from debris prior to construction and shall be thoroughly cleaned of any construction debris, which may have entered the manhole due to the Contractor's operations.

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

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement. The asphalt pavement material shall conform to the surrounding pavement and AC pavement requirements of these Special Provisions.

Existing SD and SS manholes shall be adjusted to new pavement grade **48 hours** after paving operation.

The Concrete for the SD and SS manholes shall be **560-C-3250**.

Contractor shall notify the Costa Mesa Public Services Department for coordination of SD manhole adjustments and Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD) for coordination of SS manhole adjustments and Mesa Water District (MWD) for water manhole adjustments, at least two working days prior to beginning work.

#### **403-3.2 Water Valves**

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

Valve covers shall be marked as to their location by the contractor prior to the placement of the pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade **48 hours** after paving operation.

Contractor shall notify the respective water district at least 2 working days prior to beginning work. All work adjusting water valve cans and covers to grade shall be inspected and approved by Mesa Water District (MWD).

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

The Concrete for the valve covers and collars shall be **560-C-3250**.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the respective utility to pick up new sleeves for replacement.

#### **403-4 Measurement and Payment**

Full compensation for the requirements of Adjust Manhole Frame & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Adjust Storm Drain Manhole Frame & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.



Full compensation for the requirements of Adjust Water Valve Can & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Adjust Well Monument Can & Cover to Grade will be paid for at the **contract unit price bid per EACH (EA)** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

## **SECTION 404 – COLD MILLING**

### **404-1 GENERAL** *Add the following:*

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

The existing asphalt concrete pavement shall be cold milled from the finished surface to depths per Typical Sections and Details as shown on the plans. The final cold milling depth shall result in a uniform surface conforming to the Typical Section(s) and Details shown on the plans, except as otherwise directed by the ENGINEER.

Except as otherwise called for on the Plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the ENGINEER.

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

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

#### **404-1.1 Crack Sealing**

Upon completion of the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks equal to or greater than  $\frac{1}{4}$ " wide and equal to or greater than 1" deep as follows:

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

The sealant product shall conform to the following specifications:

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

All holes greater than 4" in diameter that exceed the cold mill depth specified shall be cleaned of loose materials, filled with Dense Graded Asphalt Concrete (DGAC) Type B PG-70-10-RAP (Max. 10% RAP), and compacted (95% Relative Compaction) to a smooth even surface with the adjacent existing milled pavement prior to placement of the AC Base or Leveling Course.

#### **404-1.2 Existing Facilities**

##### Survey Monuments

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

##### Utilities

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

##### Curb and Gutter

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

#### **404-8 DISPOSAL OF MILLINGS** *Add the following:*

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

#### **404-10 PAVEMENT TRANSITIONS** *Add the following:*

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements. Additionally, temporary asphalt concrete shall be placed at all cross-street transition sections, and driveways, as required for grade change conformance tapers.

**404-11 MEASUREMENT**

**404-11 PAYMENT** *Replace with the following:*

**404-11 MEASUREMENT AND PAYMENT**

Full compensation for the requirements of Cold Mill Existing AC Pavement 2.5" per Typical Sections, Plans & Detail A-1 on Sheet 2 of Plans & Crack Seal, will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, including crack sealing as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

Full compensation for the requirements of Taper Cold Mill Existing AC Pavement (2" Max.) per Detail A-1 on Sheet 2 & Typical Sections (Royal Palm Dr.), will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, including crack sealing as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

**SECTION E**  
**SPECIAL PROVISIONS**  
**PART 6**  
**TEMPORARY TRAFFIC CONTROL**

**SECTION 600 – ACCESS**

**600-1 GENERAL** *Add the following:*

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

**600-2 VEHICULAR ACCESS** *Add the following:*

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

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

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

**600-3 PEDESTRIAN AND EMERGENCY ACCESS** *Add the following:*

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

Contractor shall provide emergency access for the fire trucks and other emergency vehicles at all times.

Two (2) working days prior to the start of construction operations, the Contractor shall notify the Police and Fire Departments of the AGENCY, giving the approximate starting date, completion date, and the name and telephone number of responsible persons who may be contacted at any hour in the event of a critical condition requiring immediate correction.

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



**SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES****601-1 GENERAL** *Add the following:*

Traffic control shall conform with the provisions set forth in the California Manual on Uniform Traffic Control Devices (CA MUTCD), and the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc, within the City Right-of-Way and pursuant to the Caltrans Standard Plans and Specifications within the Caltrans Right-of-Way, and the Plans and Specifications.

The Contractor shall perform all work for this Project Monday through Friday, and including Saturday and Sunday if directed by the Engineer, and shall be allowed to work from 8:30 a.m. to 3:30 p.m. on residential streets, and from 8:30 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference), or unless directed otherwise by the ENGINEER. The Contractor may be allowed to work additional hours on Saturdays and Sundays pursuant to and at the discretion of the ENGINEER.

**Special Conditions to Traffic Control and Limitations to Working Hours**

Lane closures shall be allowed per the traffic control and working hours shown in the City approved Temporary Traffic Control Plan (TTCP). Minor deviations from the requirements concerning hours of work, which do not change the cost of the work, may be permitted by the ENGINEER upon the written request of the Contractor, provided that traffic will be better served and the work expedited. The Contractor shall obtain prior written approvals from the Engineer before adopting such deviations.

**601-2 TEMPORARY TRAFFIC CONTROL PLAN (TTCP)** *Add the following:*

The Contractor shall submit to the City a complete Temporary Traffic Control Plan (TTCP) for approval on all construction phases and /or stages in accordance with the Plans, the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones (latest edition) within Caltrans Right-of-Way, these Special Provisions and the standards contained in the California Manual on Uniform Traffic Control Devices (CA MUTCD) in the Work Area Traffic Control Handbook (WATCH) published by Building News, Inc. (latest edition) within City Right-of-Way.

The Contractor shall submit a legible, detailed Traffic Control Plan (TCP) on one or more 24" x 36" reproducible plan sheets which shall clearly show and/or describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. Said TCP shall be prepared and stamped/sealed, signed, and dated by a State of California Registered Traffic Engineer and shall show all lane closures, restrictions, tapers, and other disruptions of normal traffic flow, 111 including pedestrian and vehicular detours. A schedule and/or sequencing diagram shall be included. Said TCP may be drawn on a sepia or other transparent copy of the project's Plans.

Within one (1) week of receiving Award of Contract, contractor shall meet with the City to discuss the proposed traffic control plan and construction phasing.

TCP shall be submitted to the Engineer for approval within fifteen (15) calendar days after Award of the Contract. Contractor may submit traffic control plan for each Phase separately. Incomplete traffic control plan will be rejected without reviewing. The City will not be responsible for any delay of the project due the incomplete submittal of the traffic control plan.

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

- a. Any work within a two (2) block radius of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with ENGINEER, prior to commencing of proposed improvements.
- b. Contractor is not allowed to perform any work adjacent to the Orange County Fair Grounds from Friday prior to the start of the Orange County Fair to the Monday after the Fair ends. During this time, Contractor shall coordinate with the Engineer locations of the streets, as specified in the City's Orange County Fair Moratorium Map, prior to commencing of proposed improvements.
- c. The Contractor shall not be allowed to perform any work from the Monday before Thanksgiving to the Monday after New Year's Day on Arterial streets, and during the week of any Holiday (Sunday through Saturday) on Residential streets. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.
- d. During elections, no work will be allowed within six hundred feet (600') from polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.
- e. Prior to commencement of any work within City limits, the contractor shall coordinate with the ENGINEER so that the work performed will not interfere with any special events occurring in the City throughout the year.
- f. Any night or weekend work shall be approved by the City a minimum of five (5) working days prior to the scheduled construction of the streets affected.

### **601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES**

#### **601-3.4 Operations and Maintenance** *Add the following:*

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

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



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

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

### **601-3.5 Signs and Signage**

#### **601-3.5.1 General** *Add the following:*

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

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

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

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

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

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

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

### **a. Scheduling**

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

### **b. Notification**

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

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

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

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

### **601-3.6.4 Barricades** *Add the following:*

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

#### **601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS**

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

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

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

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

##### **601-4.3 Removal** *Replace with the following:*

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

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

##### **601-4.4 Measurement**

##### **601-4.5 Payment** *Replace both with the following:*

##### **601-4.4 Measurement and Payment**

Measurement and Payment for Temporary Traffic Striping and Pavement Markers shall be included in the **contract LUMP SUM (LS) price bid** for Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

#### **601-5 TRAFFIC LANE WIDTHS AND CLEARANCES**

##### **601-5.2 Lanes Widths** *Add the following:*

The minimum lane width shall be 10 feet. There shall be a minimum of 5-foot clearance from open excavations deeper than 4-inches, and 24-inches clearance from other obstructions and any excavations less than 4-inches unless authorized by the Engineer. The clearance requirements from open excavations may be reduced if K-railing (if the

contractor so chooses) with crash cushions are utilized; the specification and layout of the K-rails with crash cushions shall conform to Caltrans' standards and shall be approved by the ENGINEER; all costs for K-rails and crash cushions shall be borne by the Contractor.

*[Add the following Subsection:].*

## **602 MEASUREMENT AND PAYMENT**

Full compensation for the requirements of Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety will be paid for at the **contract LUMP SUM (LS) price bid** as described in Part 1 of these Special Provisions. No additional compensation will be allowed therefore.

# ***SECTION “F”***

**MISCELLANEOUS**

**CONTRACT**

**DOCUMENTS**

**(SAMPLE)**

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 23-07**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated \_\_\_\_\_ ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and \_\_\_\_\_, a [state] [type of organization] ("CONTRACTOR").

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of \_\_\_\_\_.

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

The Project is known as \_\_\_\_\_, City Project No. \_\_\_\_ ("Project").

2. CONTRACT DOCUMENTS.

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

- a. This Agreement;
- b. CONTRACTOR's bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond;

- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction (“The Greenbook”); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

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

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

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

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

3. CITY’S REPRESENTATIVE.

The CITY’s Representative is \_\_\_\_\_, referred to herein as the Project Manager (“Project Manager”).

4. CONTRACTOR’S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR’s Project Manager must be approved by City. Such approval shall be at CITY’s sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

\_\_\_\_\_ (\$ \_\_\_\_\_ .00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within \_\_\_\_\_ [working/calendar] days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

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



(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \_\_\_\_\_ as liquidated damages for each day beyond the date provided for the completion of such Work.

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

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

14. INSPECTION BY CITY.

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

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

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

risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

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

In the event that claims for property damage or bodily injury are presented to CITY

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond

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

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

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

the date that the Notice of Completion is recorded.

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

19. INDEMNIFICATION.

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

active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

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

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

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



required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

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

20. INSURANCE.

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

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

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

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

(b) Liability Insurance Coverage.

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

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed

boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.”

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its

agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

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

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

28. PROVISIONS CUMULATIVE.

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

29. NOTICES.

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

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

be addressed as follows:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR

and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.



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

40. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA,  
A municipal corporation

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

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

CONTRACTOR

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

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

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Acting Finance Director

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

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

\_\_\_\_\_  
Baltazar Mejia, P.E.  
Interim City Engineer

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

SAMPLE

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

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

BACKGROUND

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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

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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.



**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.	

EXAMPLE

**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;
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 ORGANIZATION 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 "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><b>FEES</b></p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Issuance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p><b>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</b></p> <p>Account # <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span></p>	<p><b>PERMIT APPROVED FOR CITY ENGINEER</b></p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
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Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15-25-,15-27, 15-27.1, 15-39 and 15-48.

**THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:**

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of \_\_\_\_\_ lane(s) may be closed if necessary to perform work within the public right of way during the hours of 8:30 a.m. - 3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

**SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)**

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native  and imported .
3. Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. \_\_\_\_\_.
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. \_\_\_\_\_.
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: \_\_\_\_\_

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

**Costa Mesa Sanitary District**  
 (714) 631-1731

**Mesa Consolidated Water District**  
 714) 631-1200

**UNDERGROUND SERVICE ALERT**  
 Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 621-3111

<b>INSPECTION RECORD</b>		Inspector of Records	<p><b>CERTIFICATE OF INSPECTION</b></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 style="text-align: right;">Inspector</p> <p style="text-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**

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. \_\_\_\_\_ (If Applicable) Contractors State No. & Class \_\_\_\_\_ (If Applicable)

Federal Employer ID # or, Owner's Social Security # \_\_\_\_\_ Federal Firearms License # (if applicable) \_\_\_\_\_

OWNER'S OR PRINCIPAL'S NAME(S)

Name \_\_\_\_\_ Home Address \_\_\_\_\_ City \_\_\_\_\_ Telephone # ( ) \_\_\_\_\_ 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. \_\_\_\_\_ (If Applicable) Department of Motor Vehicles Permit # \_\_\_\_\_ (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) \_\_\_\_\_ (S-SU) \_\_\_\_\_ Number of Rental Units/Rooms/Spaces \_\_\_\_\_ (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

CONTRACTOR (California Licensed) Total tax due \$50.00

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.

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 No
- Will you have an assembly room with an occupant load of 50 or more persons? Yes No
- Will you be installing a spray booth? Yes No
- Will your business produce dust/wood shavings or other material? Yes No
- Will you be storing or using flammable or combustible liquids or compressed gases? Yes No
- Will you be warehousing materials higher than 12 feet? Yes No

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 \_\_\_\_\_





**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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.

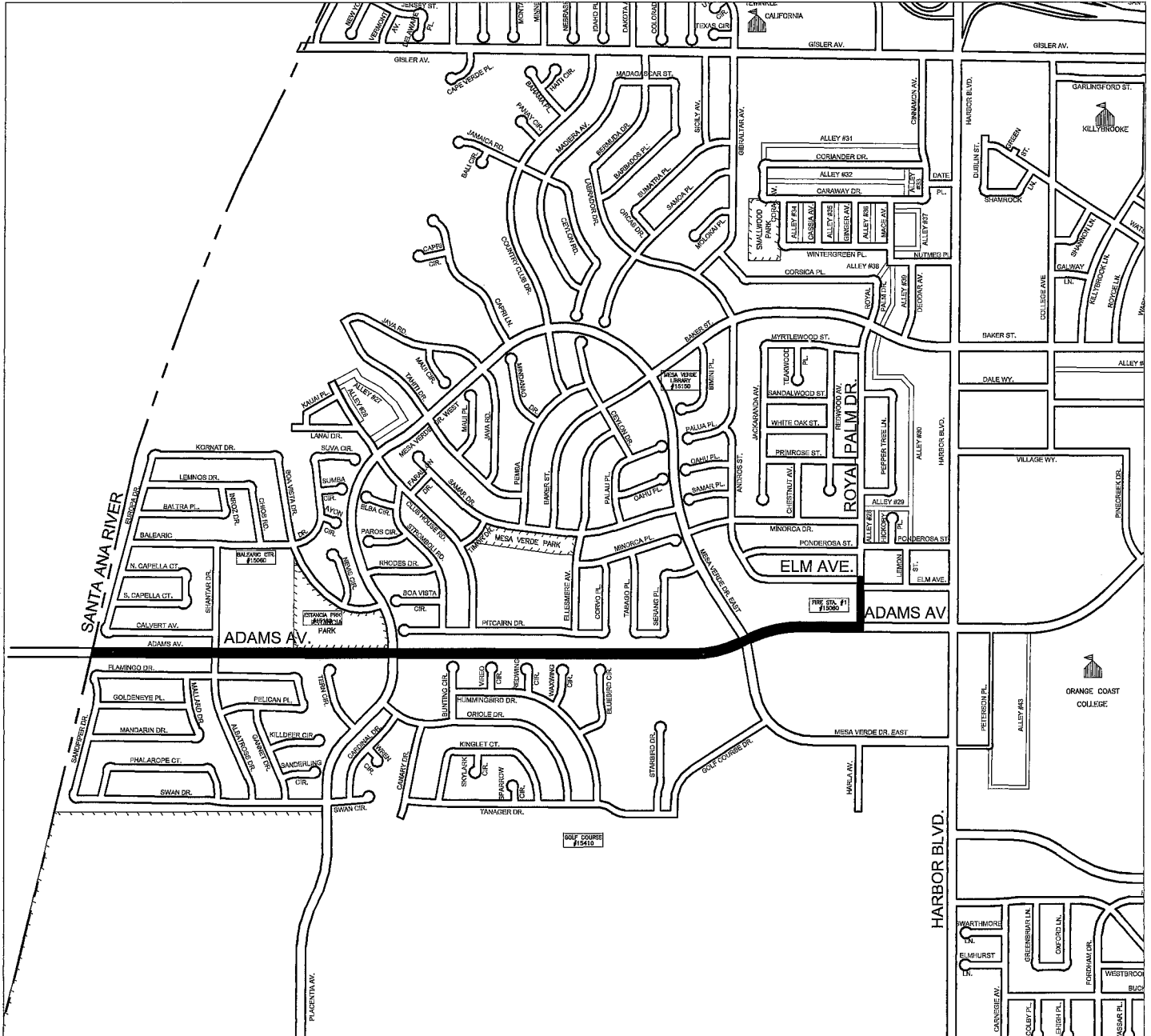
***SECTION “G”***

**APPENDIX “A”**

**PROJECT LOCATION MAP**

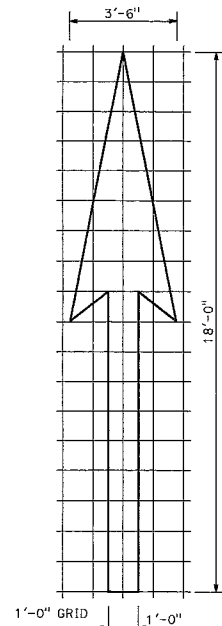


# CITY OF COSTA MESA Public Services/Engineering

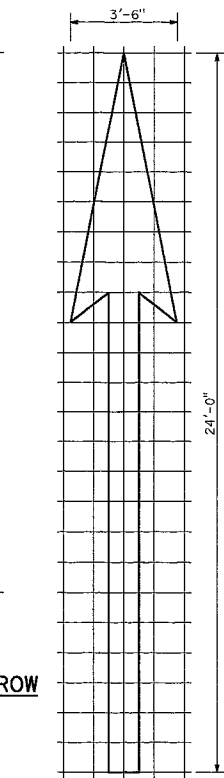


## LOCATION MAP ADAMS AVE (SANTA ANA RIVER TO ROYAL PALM DR) AND ROYAL PALM DR (ADAMS AVE TO ELM AVE) PAVEMENT REHABILITATION PROJECT #23-07

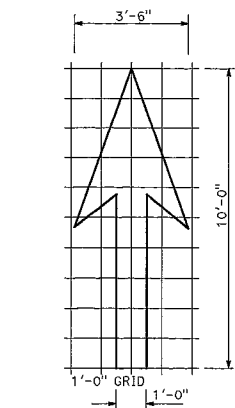
■ STREET REHABILITATION LOCATIONS



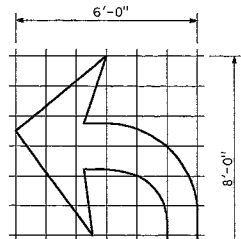
**TYPE I 18'-0" ARROW**



**TYPE I 24'-0" ARROW**

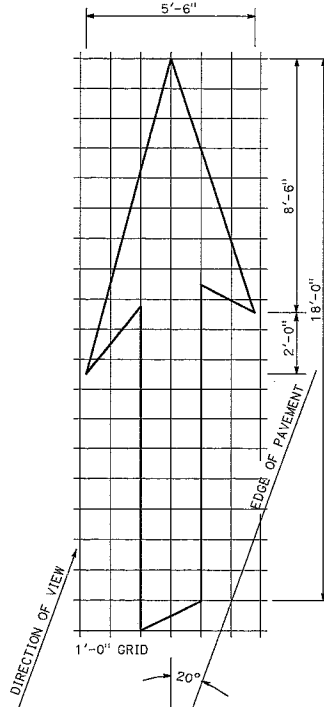


**TYPE I 10'-0" ARROW**



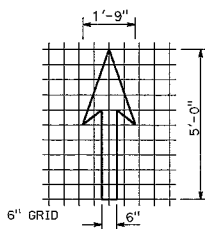
**TYPE IV (L) ARROW**

(For Type IV (R) arrow, use mirror image)

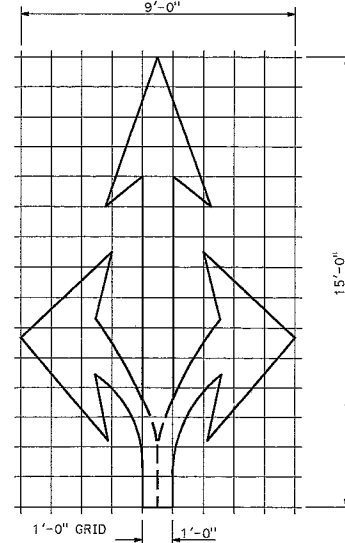


**TYPE VI ARROW**

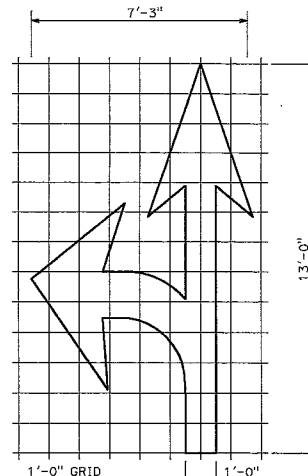
Right lane drop arrow  
(For left lane, use mirror image)



**BIKE LANE ARROW**



**TYPE VIII ARROW**



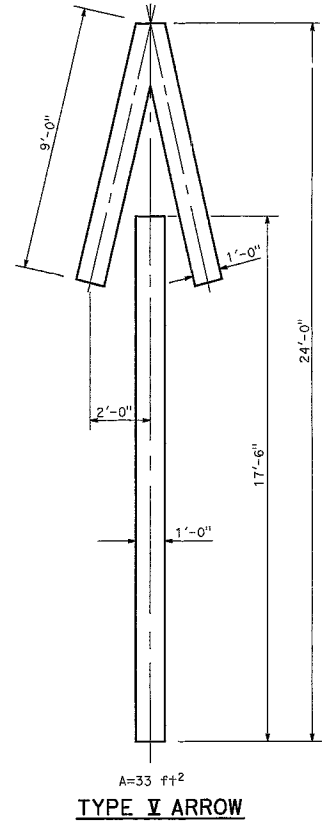
**TYPE VII (L) ARROW**

(For Type VII (R) arrow, use mirror image)

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

*Oliver Jensen*  
 REGISTERED CIVIL ENGINEER  
 No. C80402  
 Exp. 3-31-19  
 CIVIL  
 STATE OF CALIFORNIA

May 31, 2018  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

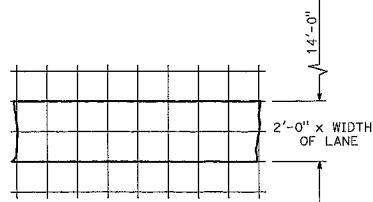
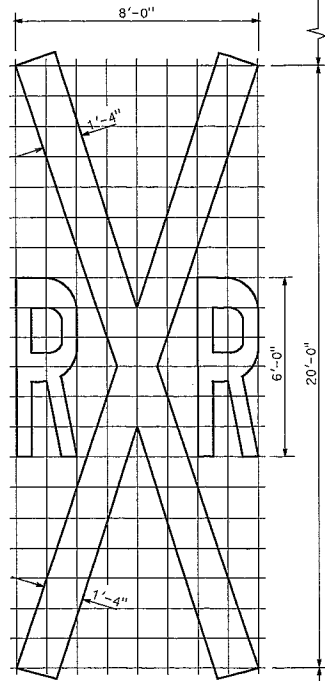
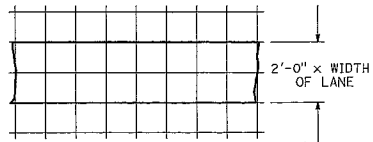


**TYPE V ARROW**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS**

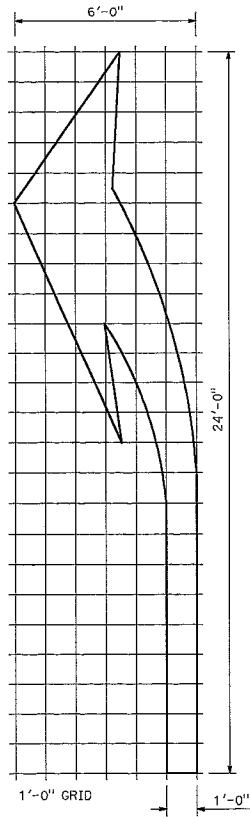
NO SCALE

**A24A**

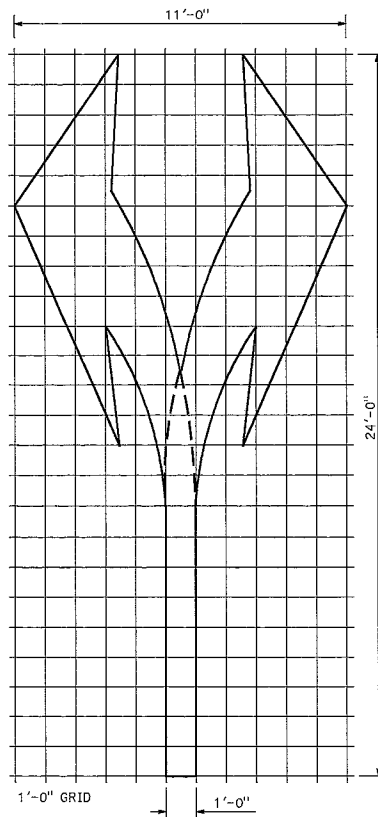


**RAILROAD CROSSING SYMBOL**

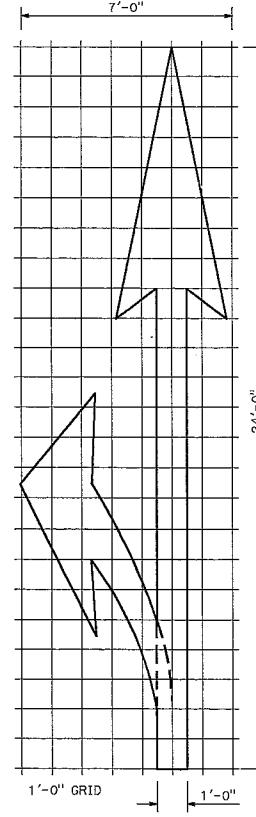
× 70 ft<sup>2</sup> does not include the 2'-0" x variable width transverse lines.



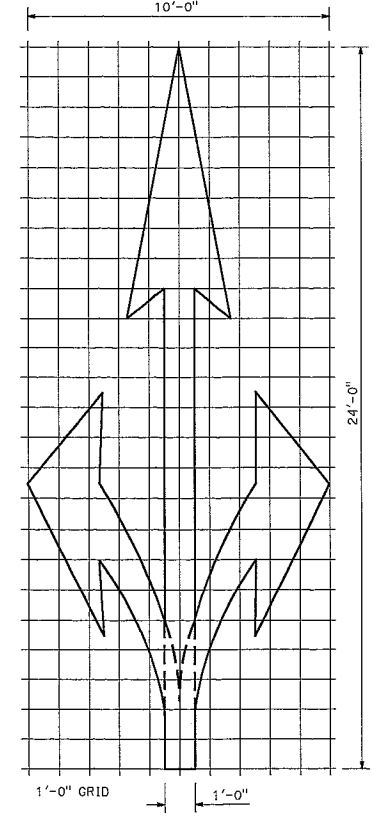
A=42 ft<sup>2</sup>  
**TYPE III (L) ARROW**  
(For Type III (R) use mirror image)



A=73 ft<sup>2</sup>  
**TYPE III (B) ARROW**



A=45 ft<sup>2</sup>  
**TYPE II (L) ARROW**  
(For Type II (R) use mirror image)



A=59 ft<sup>2</sup>  
**TYPE II (B) ARROW**

**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS AND SYMBOLS**

NO SCALE

**A24B**

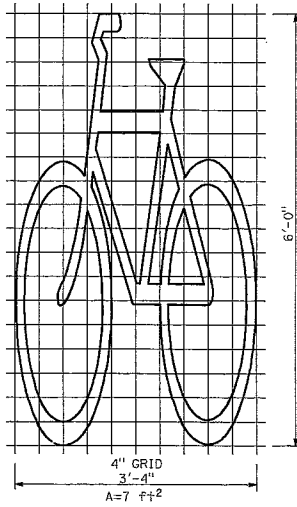
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

*Atifa Ferous*  
REGISTERED CIVIL ENGINEER

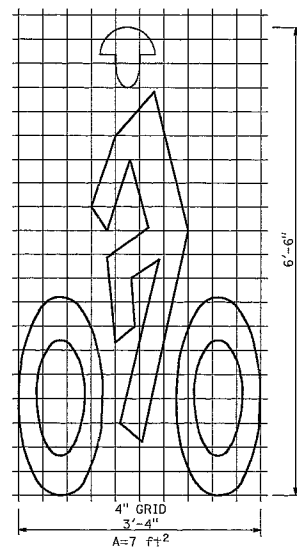
May 31, 2018  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

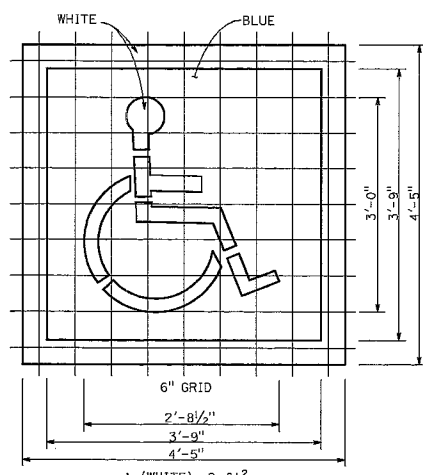




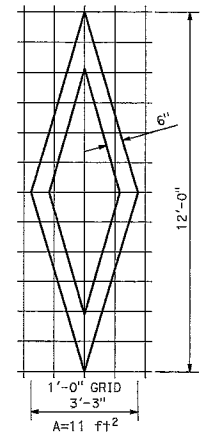
**BIKE LANE SYMBOL  
WITHOUT PERSON**



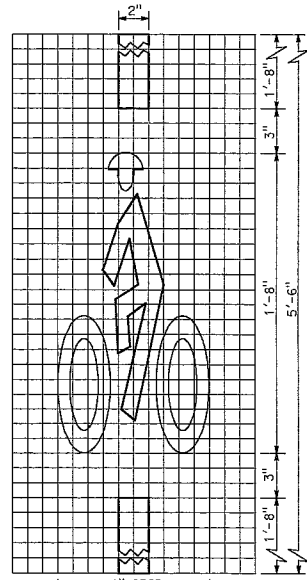
**BIKE LANE SYMBOL  
WITH PERSON**



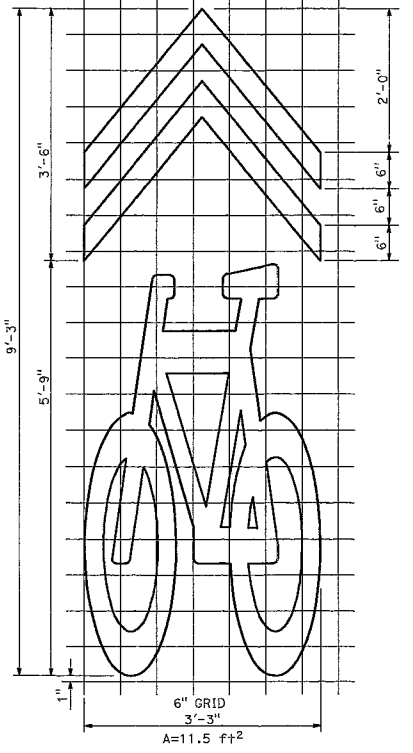
**INTERNATIONAL SYMBOL  
OF ACCESSIBILITY (ISA) MARKING**



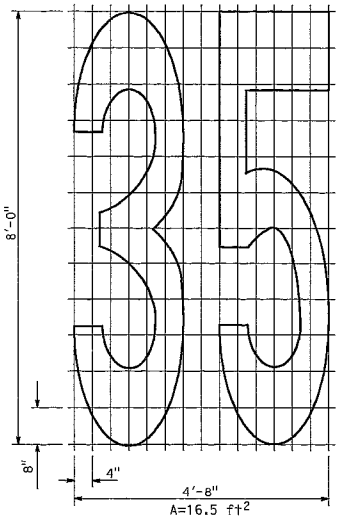
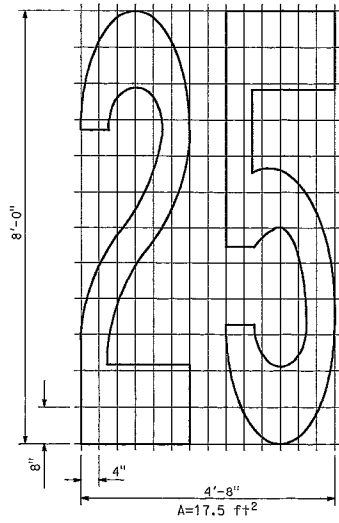
**DIAMOND SYMBOL**



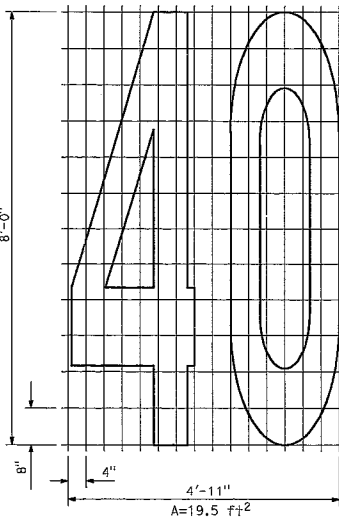
**BICYCLE LOOP  
DETECTOR SYMBOL**



**SHARED ROADWAY BICYCLE MARKING**



**NUMERALS**



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

**Atifa Ferouz**  
 REGISTERED CIVIL ENGINEER  
 No. C80402  
 Exp. 3-31-19  
 CIVIL  
 STATE OF CALIFORNIA

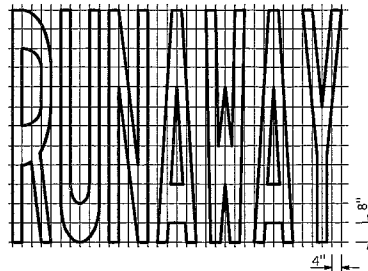
May 31, 2018  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.

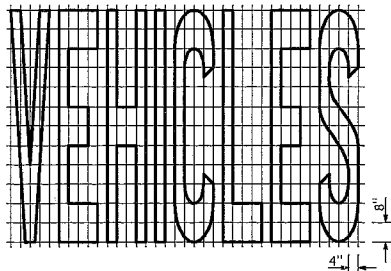
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
SYMBOLS AND NUMERALS**

NO SCALE

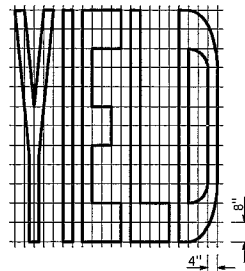
**A24C**



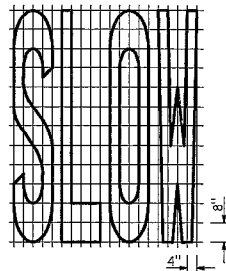
A=43 f+2



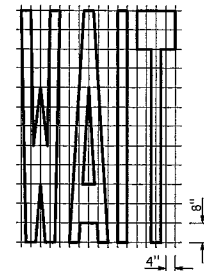
A=42 f+2



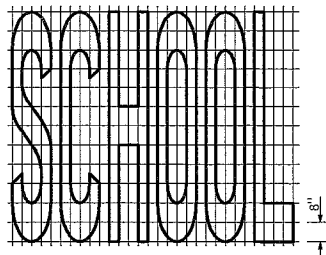
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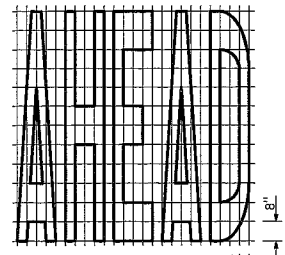
A=23 f+2



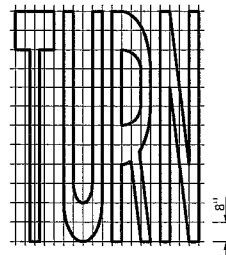
A=19 f+2



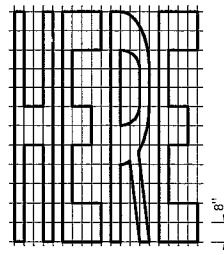
A=35 f+2



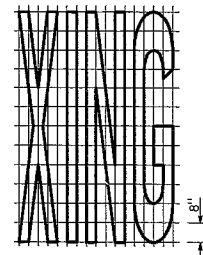
A=31 f+2



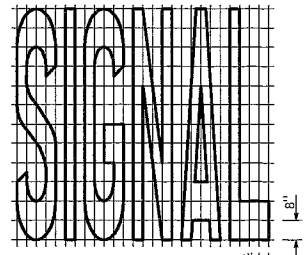
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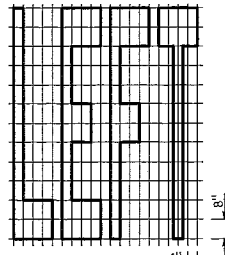
A=26 f+2



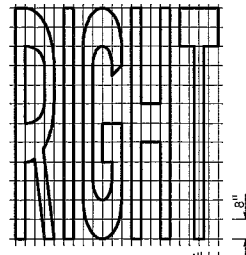
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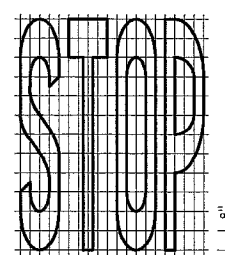
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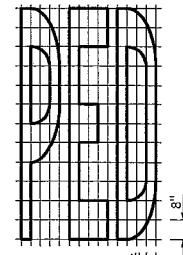
A=19 f+2



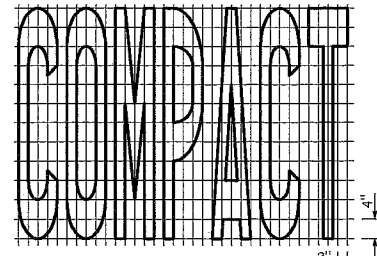
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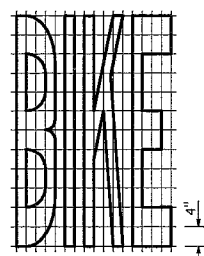
A=22 f+2



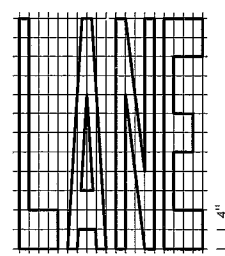
A=18 f+2



A=10 f+2



A=5 f+2



A=6 f+2

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Farooq  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER  
Atifa Farooq  
No. C80402  
Exp. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

**NOTES:**

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS					
ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5
AHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
WORDS**

NO SCALE

**A24D**

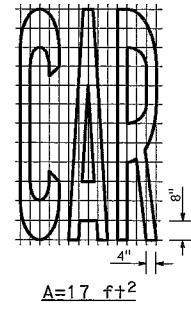
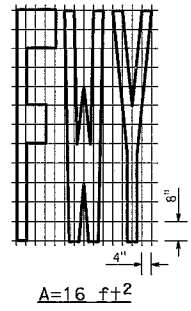
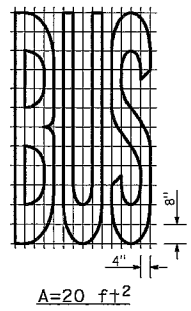
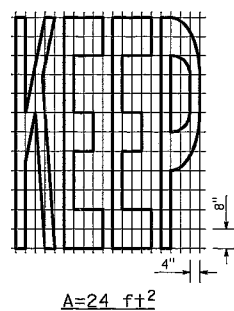
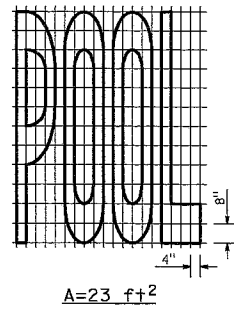
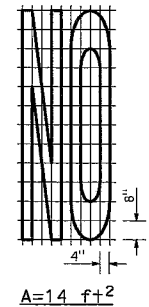
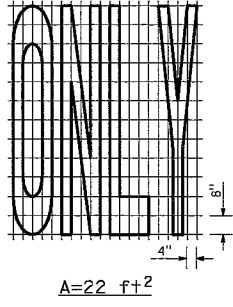
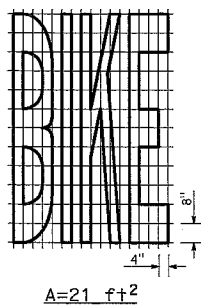
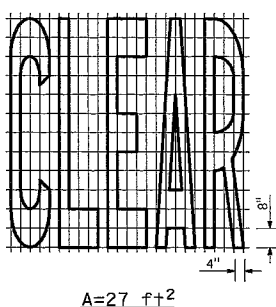
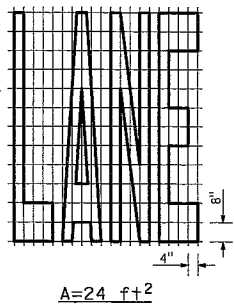
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

*Olifa Ferouz*  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

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OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OR COMPLETENESS OF SCANNED  
COPIES OF THIS PLAN SHEET.

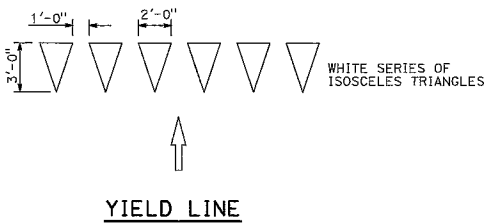
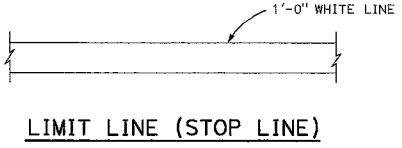
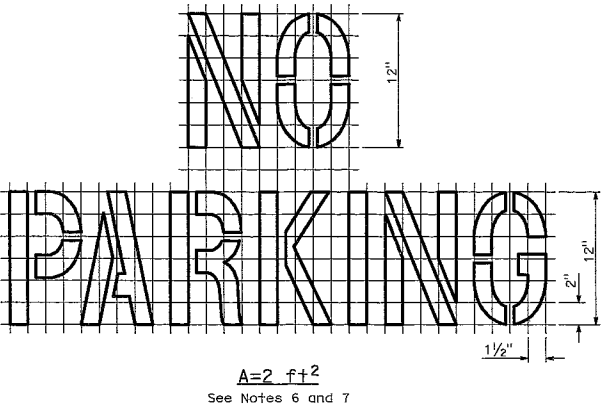
REGISTERED PROFESSIONAL ENGINEER  
Alifa Ferouz  
No. C80402  
Exp. 3-31-19  
CIVIL  
STATE OF CALIFORNIA



WORD MARKINGS			
ITEM	ft <sup>2</sup>	ITEM	ft <sup>2</sup>
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16

**NOTES:**

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

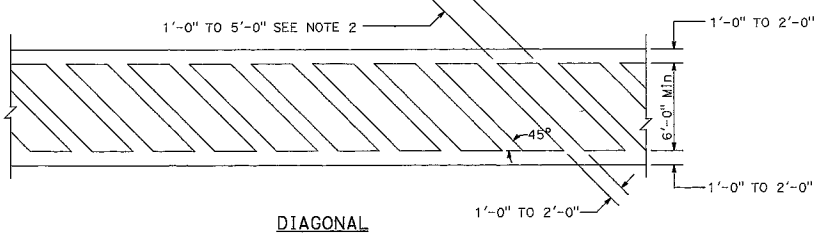
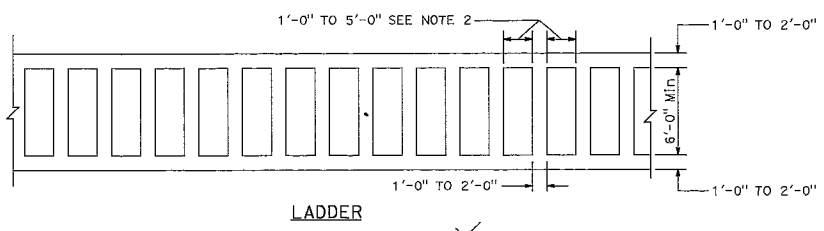
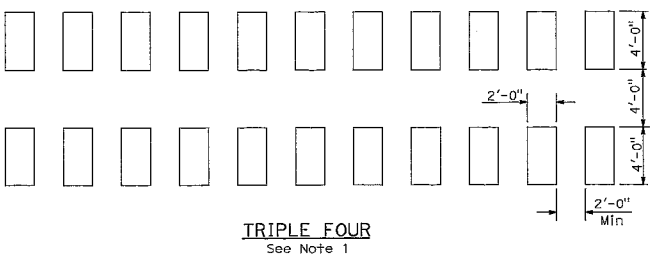
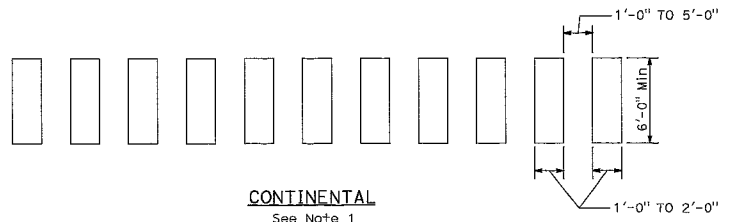
**PAVEMENT MARKINGS  
WORDS, LIMIT AND YIELD LINES**

NO SCALE

**A24E**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

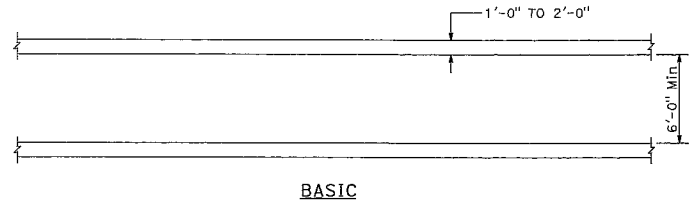
*Atifa Ferouzi*  
 REGISTERED CIVIL ENGINEER  
 May 31, 2018  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



**HIGHER VISIBILITY CROSSWALKS**

**NOTES:**

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

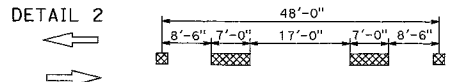
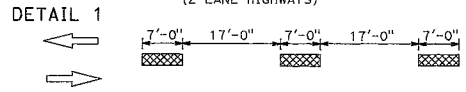


STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
CROSSWALKS**

NO SCALE

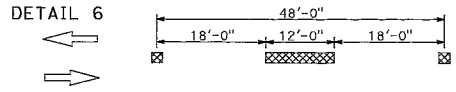
**A24F**

### CENTERLINES (2 LANE HIGHWAYS)



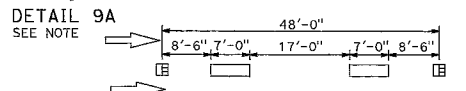
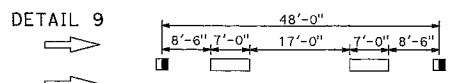
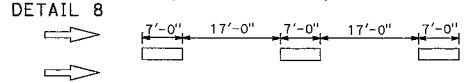
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~~DETAIL 4~~ DETAIL 4 DELETED

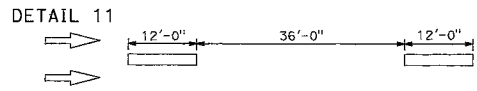


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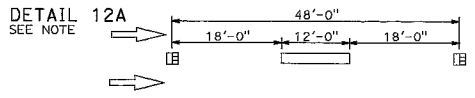
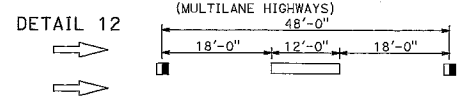
### LANELINES (MULTILANE HIGHWAYS)



~~DETAIL 10~~ DETAIL 10 DELETED



### LANELINES (Cont)

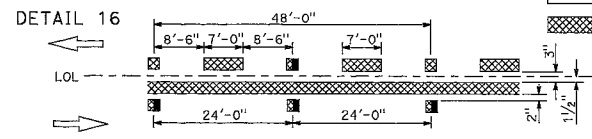
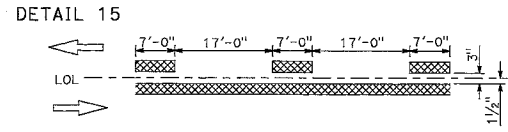


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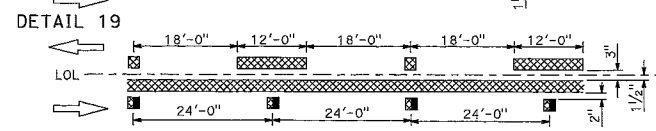
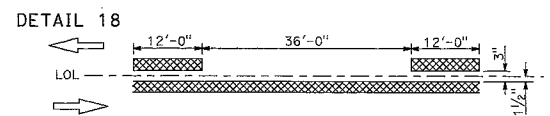
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~~DETAIL 14A~~ DETAIL 14A DELETED

### NO PASSING ZONES-ONE DIRECTION

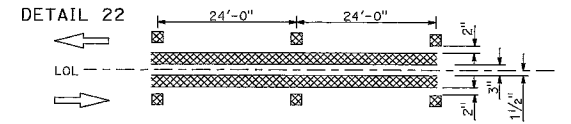
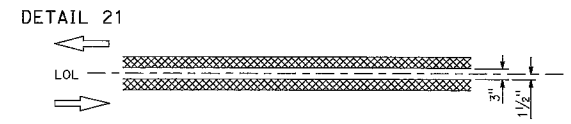


~~DETAIL 17~~ DETAIL 17 DELETED



~~DETAIL 20~~ DETAIL 20 DELETED

### NO PASSING ZONES-TWO DIRECTION



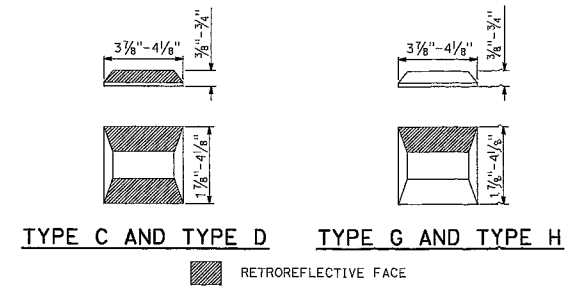
~~DETAIL 23~~ DETAIL 23 DELETED

#### LEGEND

- MARKERS
- TYPE C RED-CLEAR RETROREFLECTIVE
  - TYPE D TWO-WAY YELLOW RETROREFLECTIVE
  - TYPE G ONE-WAY CLEAR RETROREFLECTIVE
  - TYPE H ONE-WAY YELLOW RETROREFLECTIVE

#### LINES

- 6" WHITE
- 6" YELLOW



NOTE:  
FOR FREEWAY APPLICATION ONLY

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS  
AND TRAFFIC LINES  
TYPICAL DETAILS**

NO SCALE

**A20A**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

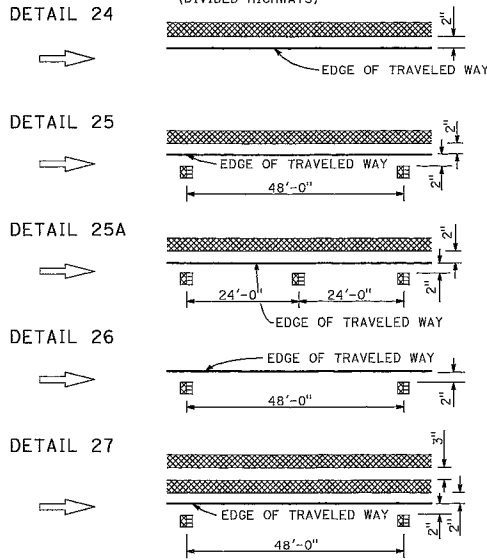
Atifa Fercoz  
REGISTERED CIVIL ENGINEER

Mgy 31, 2018  
PLANS APPROVAL DATE

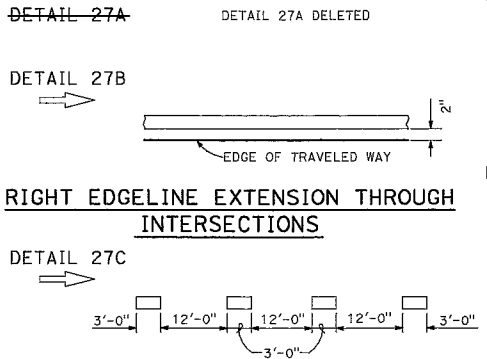
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REGISTERED PROFESSIONAL ENGINEER  
Atifa Fercoz  
No. CB0402  
Exp. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

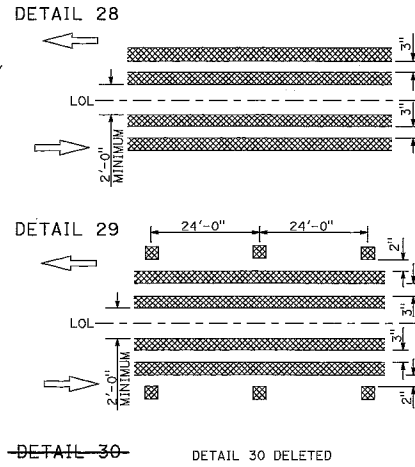
### LEFT EDGELINES (DIVIDED HIGHWAYS)



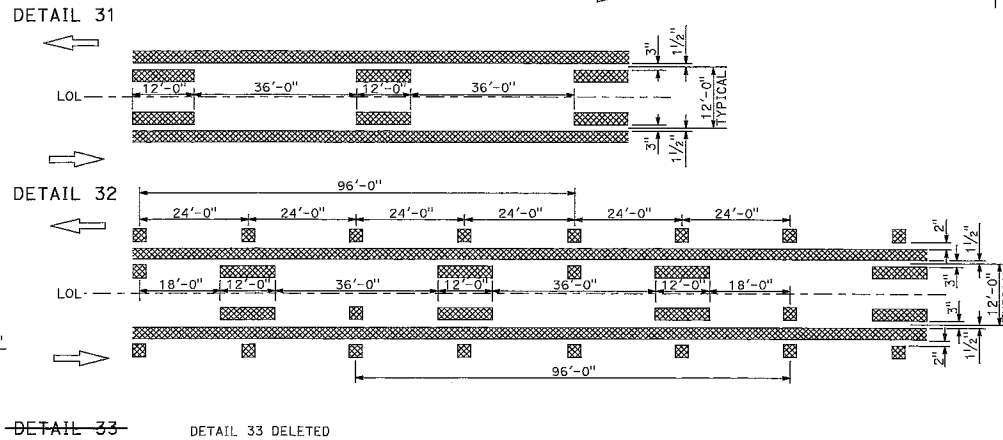
### RIGHT EDGELINES



### MEDIAN ISLANDS



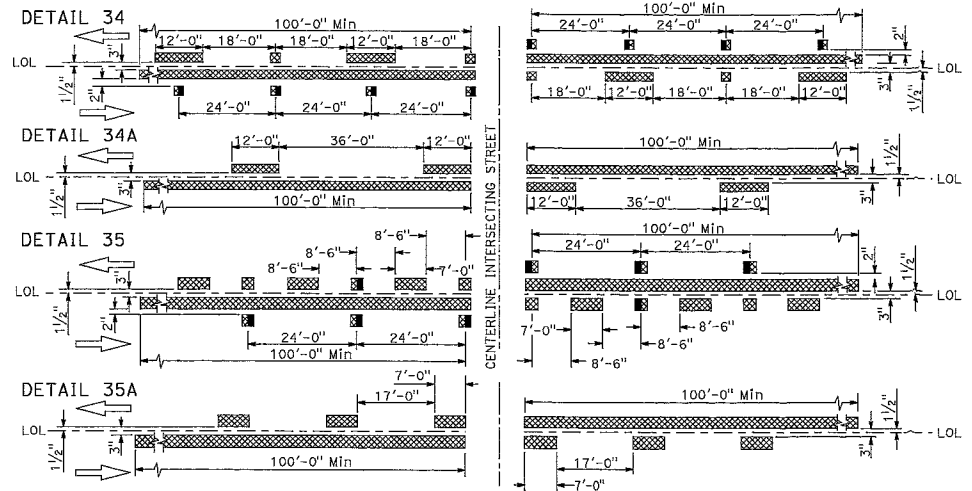
### TWO-WAY LEFT TURN LANES



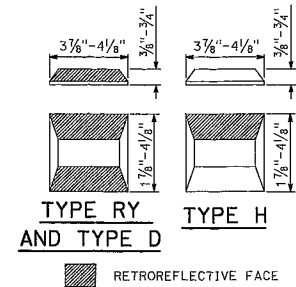
### LEGEND

- MARKERS
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
  - TYPE H ONE-WAY YELLOW RETROREFLECTIVE
  - TYPE RY RED-YELLOW RETROREFLECTIVE
- LINES
- 6" WHITE
  - 6" YELLOW

### INTERSECTION TREATMENTS



### MARKER DETAILS



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS**

NO SCALE

A20B

2018 STANDARD PLAN A20B

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

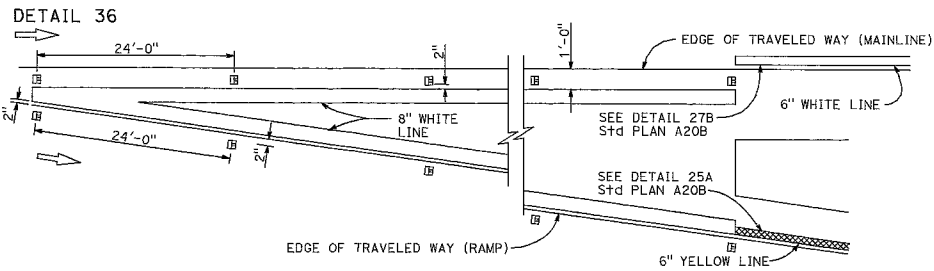
Atifa Farooq  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

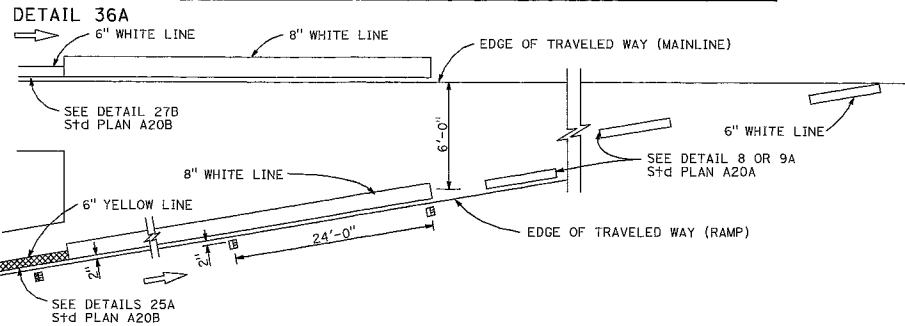
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Atifa Farooq  
No. C80402  
Exp. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

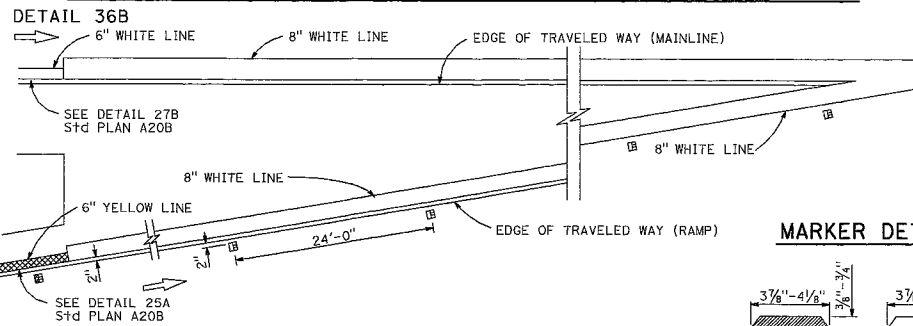
**EXIT RAMP NEUTRAL AREA (GORE) TREATMENT**



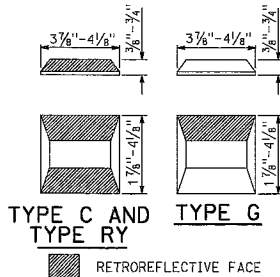
**ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT**



**ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT**



**MARKER DETAILS**



**LEGEND:**

**MARKERS**

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

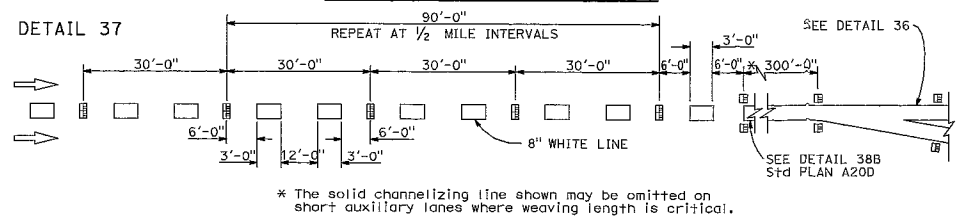
Atifa Feroz  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

Atifa Feroz  
No. CB0402  
Exp. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

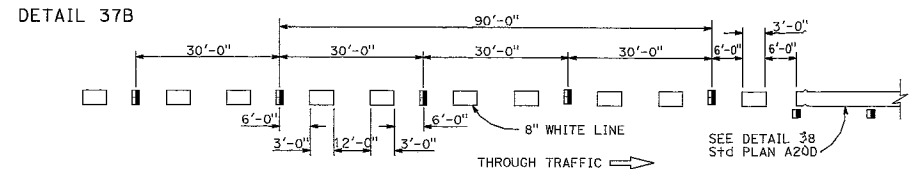
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**LANE DROP AT EXIT RAMP**



~~DETAIL 37A~~ DETAIL 37A DELETED

**LANE DROP AT INTERSECTIONS**



~~DETAIL 37C~~ DETAIL 37C DELETED

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

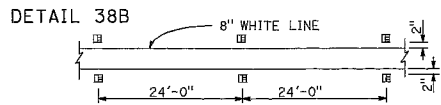
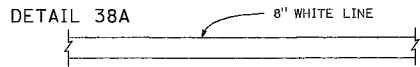
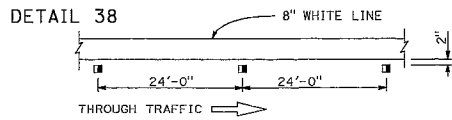
**PAVEMENT MARKERS  
AND TRAFFIC LINES  
TYPICAL DETAILS**

NO SCALE

**A20C**

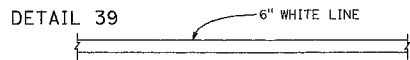
2018 STANDARD PLAN A20C

**CHANNELIZING LINE**

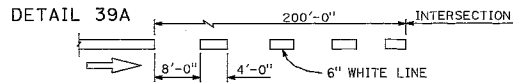


DETAIL 38C DELETED

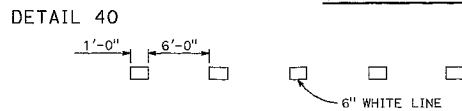
**BIKE LANE LINE**



**INTERSECTION LINE  
BIKE LANE**

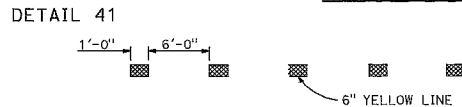


**LANE LINE EXTENSIONS  
THROUGH INTERSECTIONS**



DETAIL 40A DELETED

**CENTER LINE EXTENSIONS  
THROUGH INTERSECTIONS**



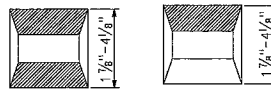
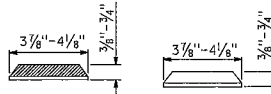
DETAIL 41A DELETED

**LEGEND**

**MARKERS**

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

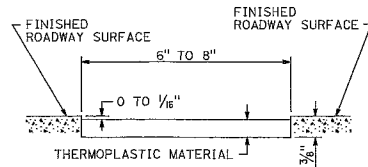
**MARKER DETAILS**



**TYPE C**

**TYPE G**

RETROREFLECTIVE FACE



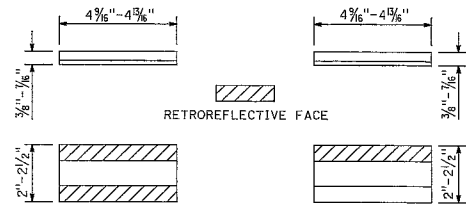
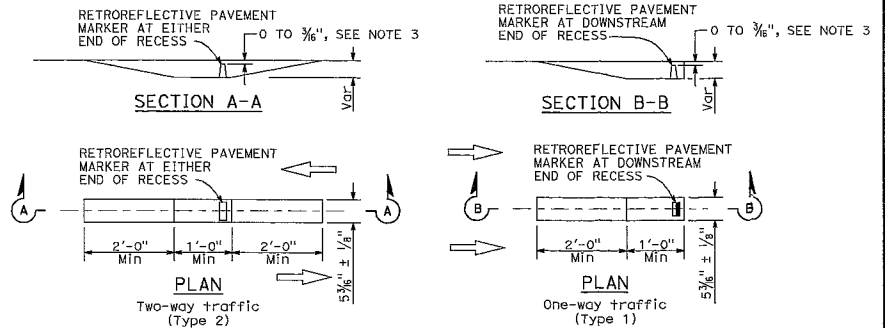
**DETAIL FOR RECESSED  
THERMOPLASTIC TRAFFIC STRIPE**

See Notes A and B.

**RECESSED THERMOPLASTIC NOTES**

- A. See typical traffic line details for pavement marking patterns.
- B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

**RECESS DETAIL FOR  
RETROREFLECTIVE PAVEMENT MARKER**



**RECESSED MARKER NOTES:**

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 1/16" below the pavement surface.

TYPE C AND TYPE D TYPE G AND TYPE H  
See Notes 1 and 2.

**RETROREFLECTIVE PAVEMENT MARKER  
FOR RECESSED INSTALLATION**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS  
AND TRAFFIC LINES  
TYPICAL DETAILS**

NO SCALE

**A20D**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

Atifa Farooq  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

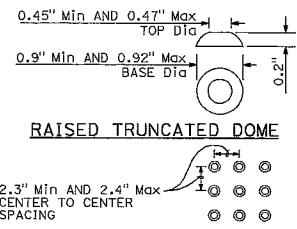
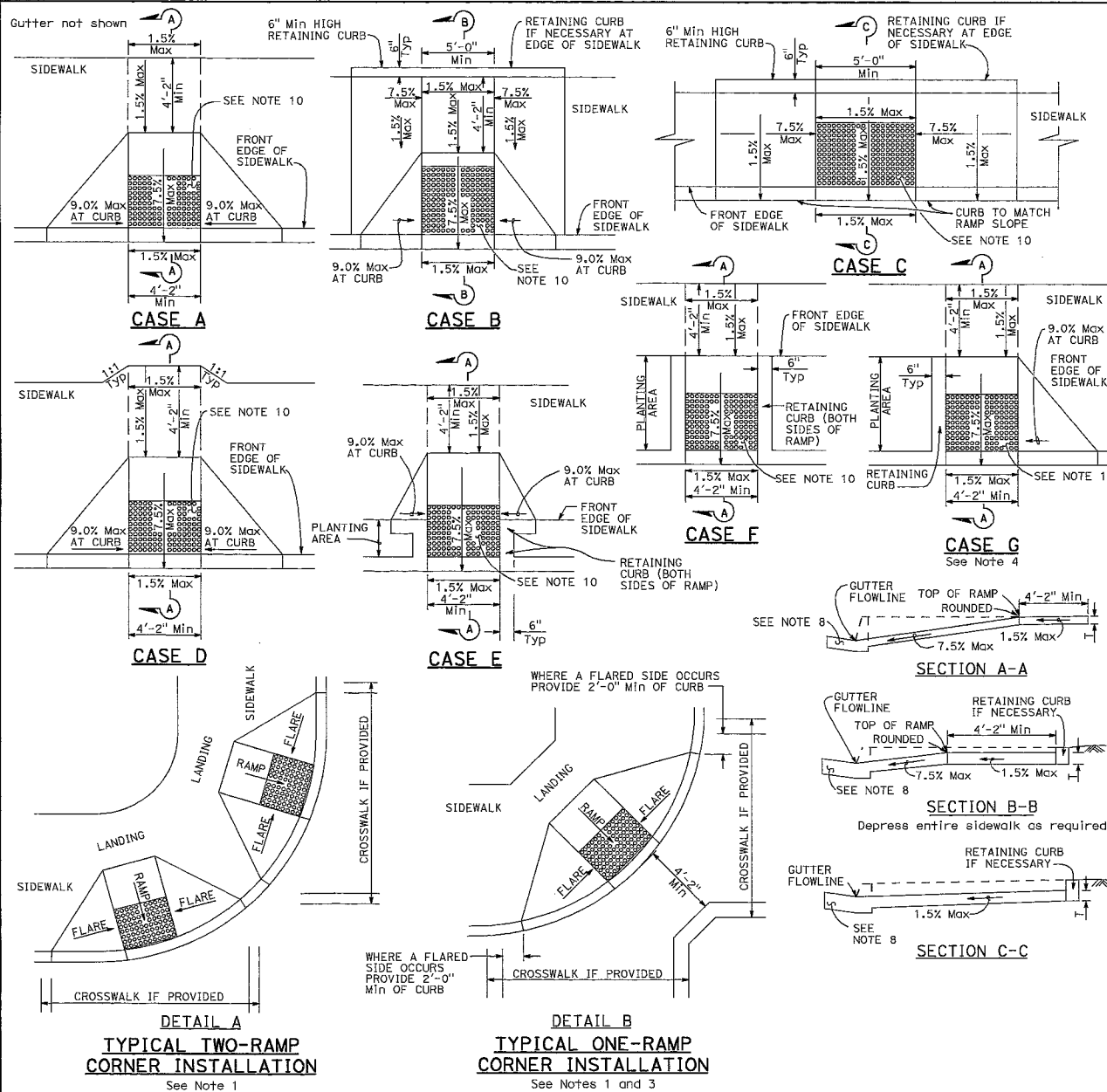
Atifa Farooq  
No. C80402  
Exp. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

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2018 STANDARD PLAN A20D

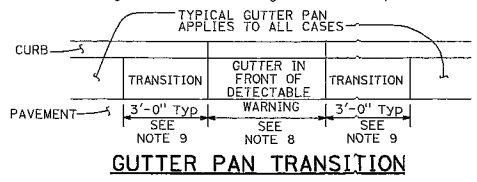
15





**RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE**

- NOTES:** See Note 10
- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
  - If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
  - When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
  - As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
  - The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
  - Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
  - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
  - Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1% (20H (5.0%)). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
  - Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
  - The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
  - Sidewalk and ramp thickness, "T", shall be 3/2" minimum.
  - Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
  - Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



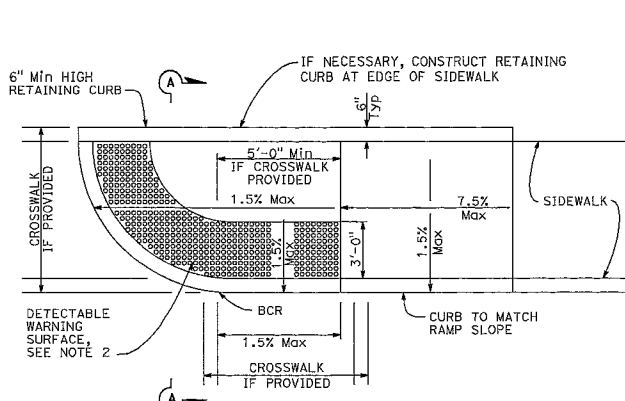
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CURB RAMP DETAILS**  
NO SCALE

**A88A**

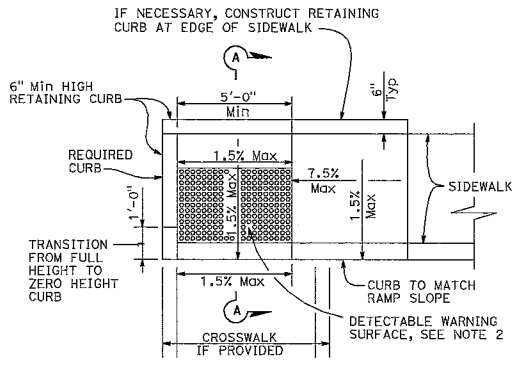
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 May 31, 2018  
 PLANS APPROVAL DATE  
 REBECCA LYNN MOWRY  
 No. C54415  
 Exp. 12-31-19  
 EITV  
 STATE OF CALIFORNIA

Gutter not shown



CASE CM CURB RAMP



CASE CH CURB RAMP

**NOTES:**

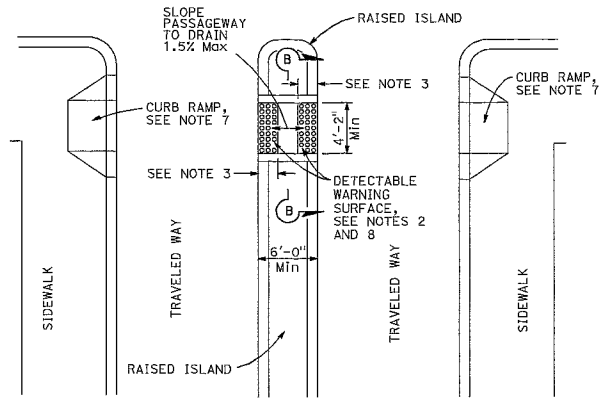
1. Sidewalk, ramp and passageway thickness, "T", shall be 3/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

Dist#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

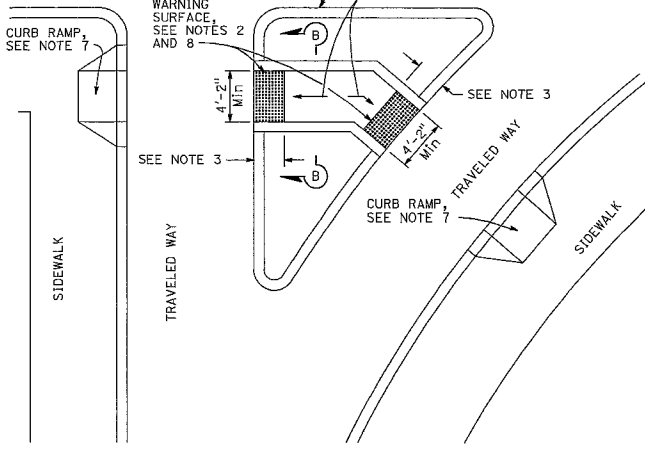
P. Morrow  
 REGISTERED CIVIL ENGINEER  
 No. C54415  
 Exp. 12-31-19  
 CIVIL  
 STATE OF CALIFORNIA

May 31, 2018  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

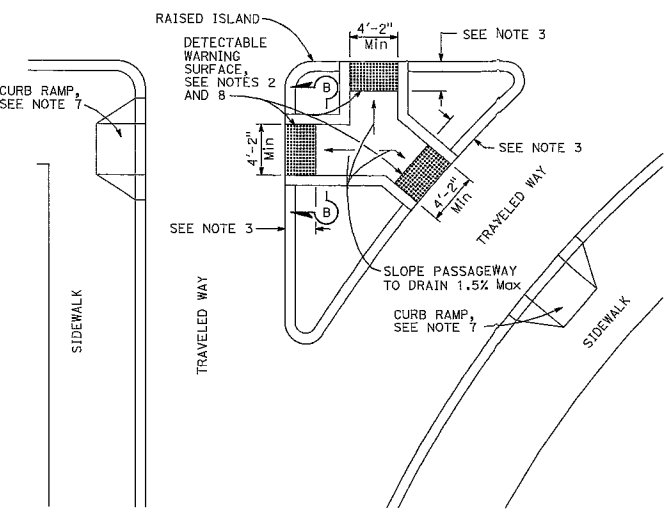
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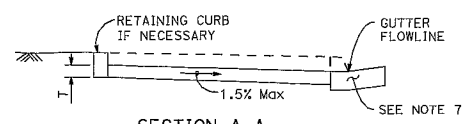
TYPE A PASSAGEWAY



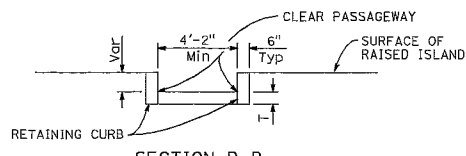
TYPE B PASSAGEWAY



TYPE C PASSAGEWAY



SECTION A-A



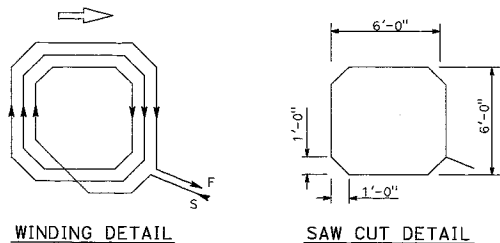
SECTION B-B

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**CURB RAMP AND ISLAND PASSAGEWAY DETAILS**  
 NO SCALE

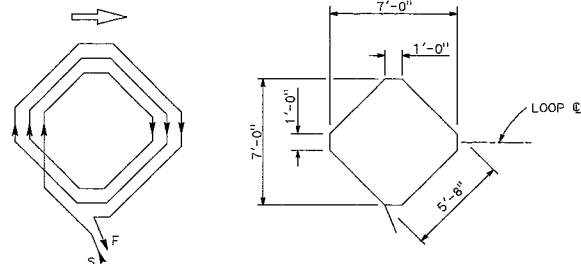
**A88B**

2018 STANDARD PLAN A88B

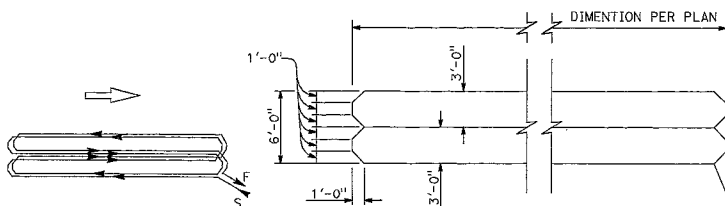
Return to Table of Contents



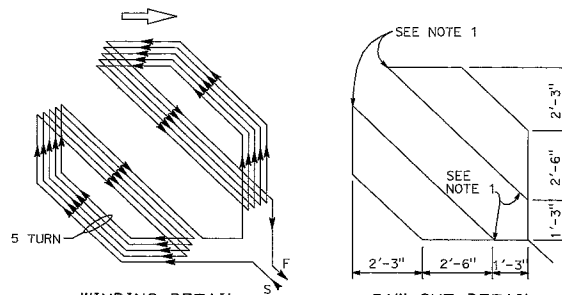
WINDING DETAIL      SAW CUT DETAIL  
**TYPE A LOOP DETECTOR CONFIGURATION**



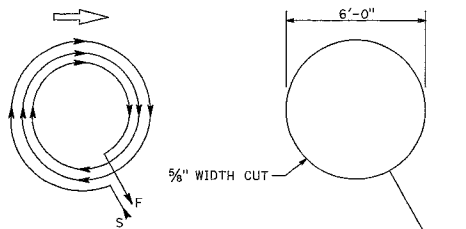
WINDING DETAIL      SAW CUT DETAIL  
**TYPE B LOOP DETECTOR CONFIGURATION**



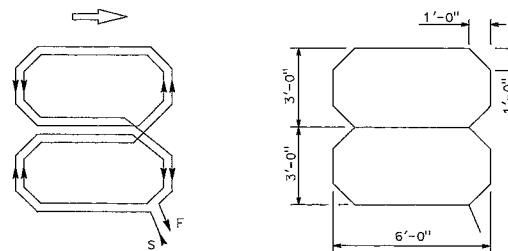
WINDING DETAIL      SAW CUT DETAIL  
**TYPE C LOOP DETECTOR CONFIGURATION**



WINDING DETAIL      SAW CUT DETAIL  
**TYPE D LOOP DETECTOR CONFIGURATION**



WINDING DETAIL      SAW CUT DETAIL  
**TYPE E LOOP DETECTOR CONFIGURATION**



WINDING DETAIL      SAW CUT DETAIL  
**TYPE Q LOOP DETECTOR CONFIGURATION**

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

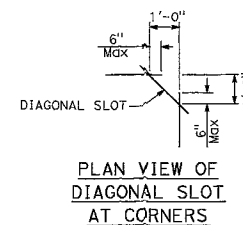
H.R.F.  
 REGISTERED ELECTRICAL ENGINEER

Hamid Zolraghar  
 No. E19636  
 Exp. 12-31-19  
 BEERRIN  
 STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER

May 31, 2018  
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



**PLAN VIEW OF  
 DIAGONAL SLOT  
 AT CORNERS**

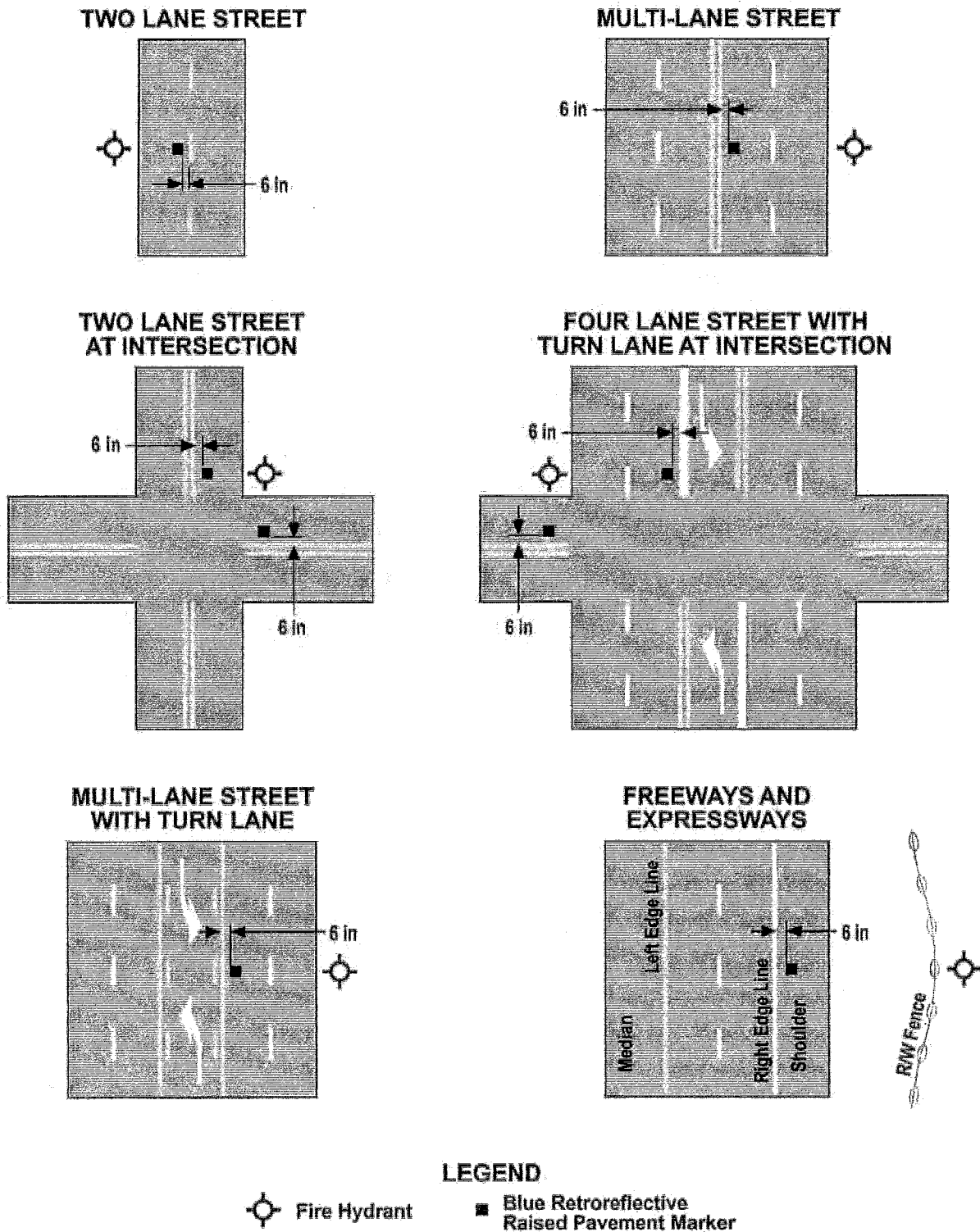
- NOTES:**
1. Round corners of acute angle saw cuts to prevent damage to conductors.
  2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, and E installation in single lane.
  3. Use Type D loops for limit line detection and bicycle lanes.

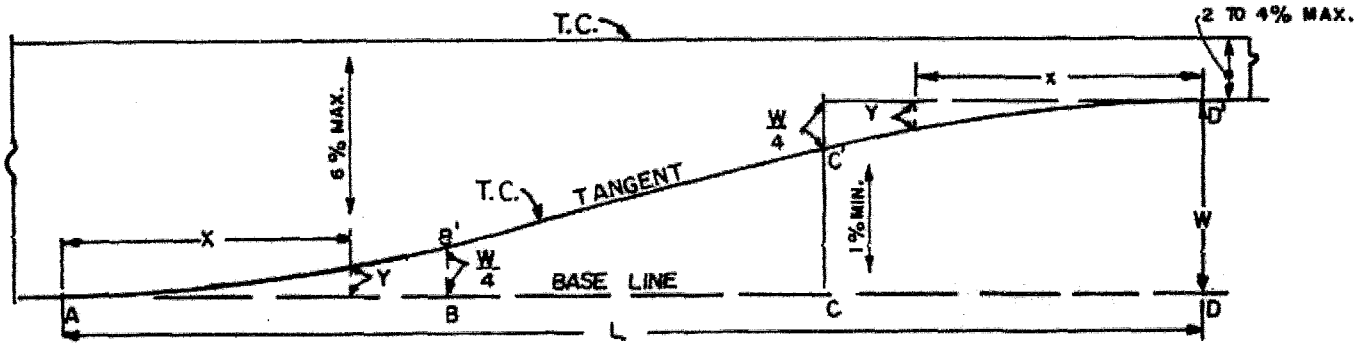
STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
 (DETECTORS)**

NO SCALE

**ES-5B**

**Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers**





W = Width of left turn pocket

L = Length of taper

AB = BC = CD =  $\frac{L}{3}$

AB' and CD' are parabolic curves except on curved alignments

X = Distance from point "A" along base line

Y = Offset from base line =  $2.25W X^2 / L^2$

**SINGLE LEFT TURN POCKET**

L=90'      W=10'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'
Y	0.00'	0.28'	1.11'	2.50'	4.17'	5.83'	7.50'	8.89'	9.72'	10.00'

L=60' \*      W=10'

X	0'	10'	20'	30'	40'	50'	60'
Y	0.00'	0.62'	2.50'	5.00'	7.50'	9.38'	10.00'

**DOUBLE LEFT TURN POCKET**

L=150'      W=20'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'	100'	110'	120'	130'	140'	150'
Y	0.00'	0.20'	0.80'	1.80'	3.20'	5.00'	7.00'	9.00'	11.00'	13.00'	15.00'	16.80'	18.20'	19.20'	19.80'	20.00'

**NOTE:**

In the case when the base line is curved the offsets are calculated by assuming the base line to be a tangent they are then applied to the curved base line. AB' and CD' are no longer parabolic and BC is no longer a tangent.

\* Use 60' transition when insufficient distance is available for 90' transition or where approved by the Engineer.

**CITY OF COSTA MESA**  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

**PARABOLIC MEDIAN**  
**CURB TRANSITION**

APPROVED

*BD Mattern* DATE: 12/13/85  
BRUCE D. MATTERN R.C.E. 19388

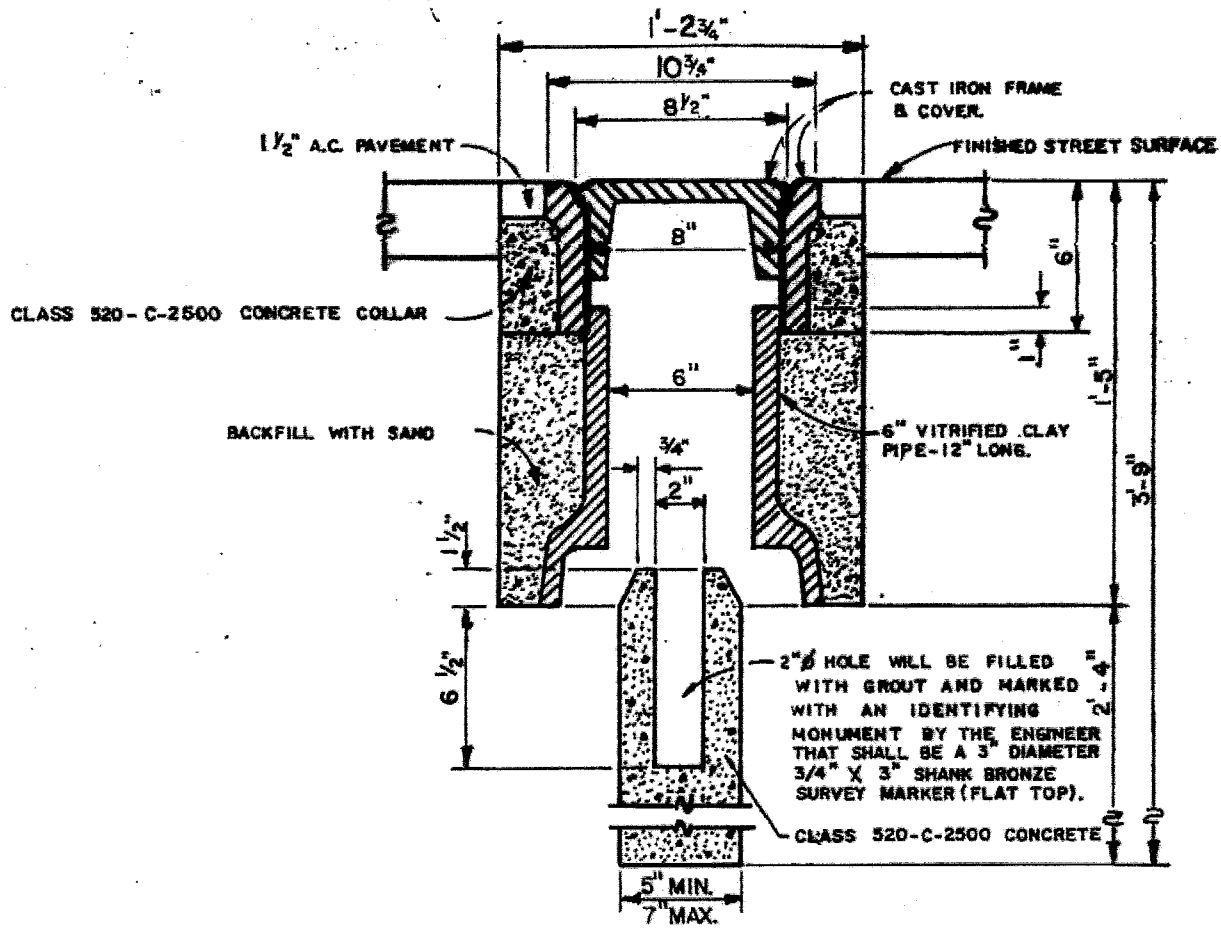
DRAWN: C.P.R.

SCALE: NONE

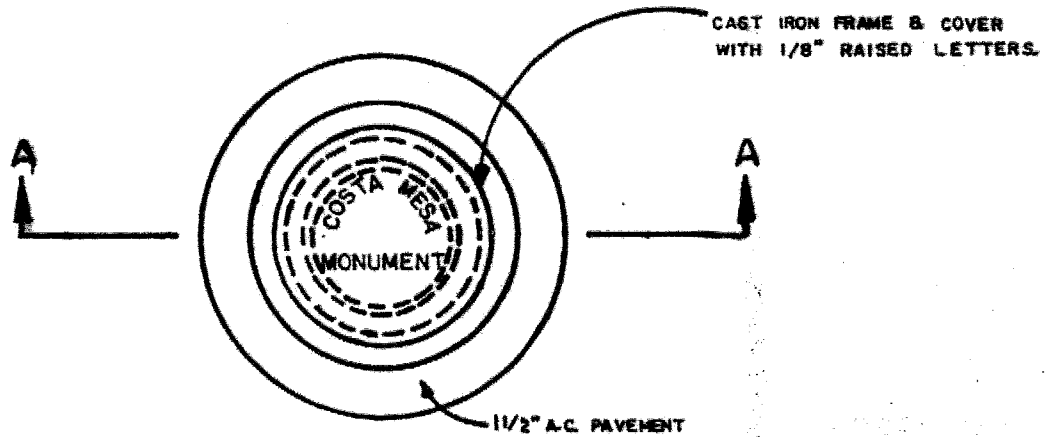
STD. DWG. NO.

**116**

REV. 1



**SECTION A-A**



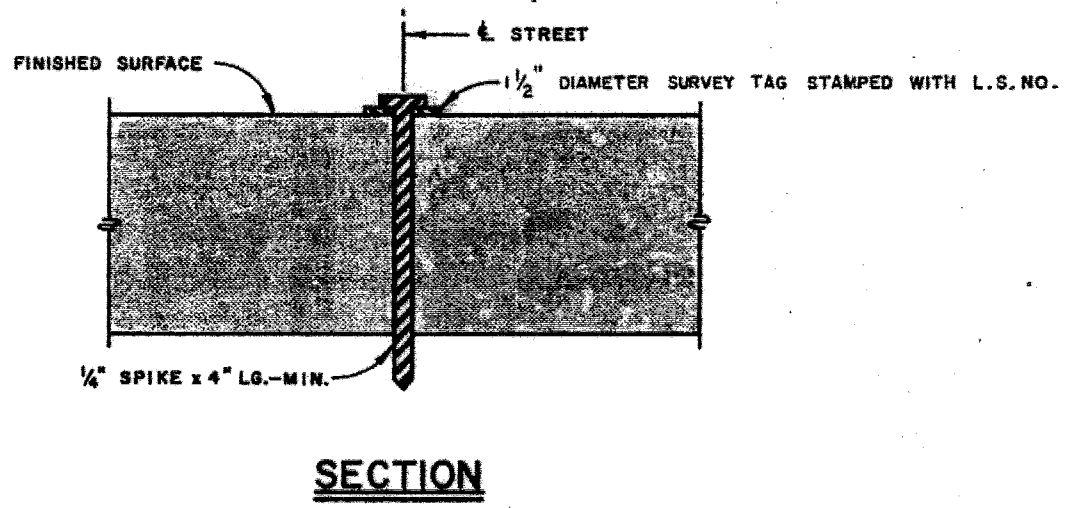
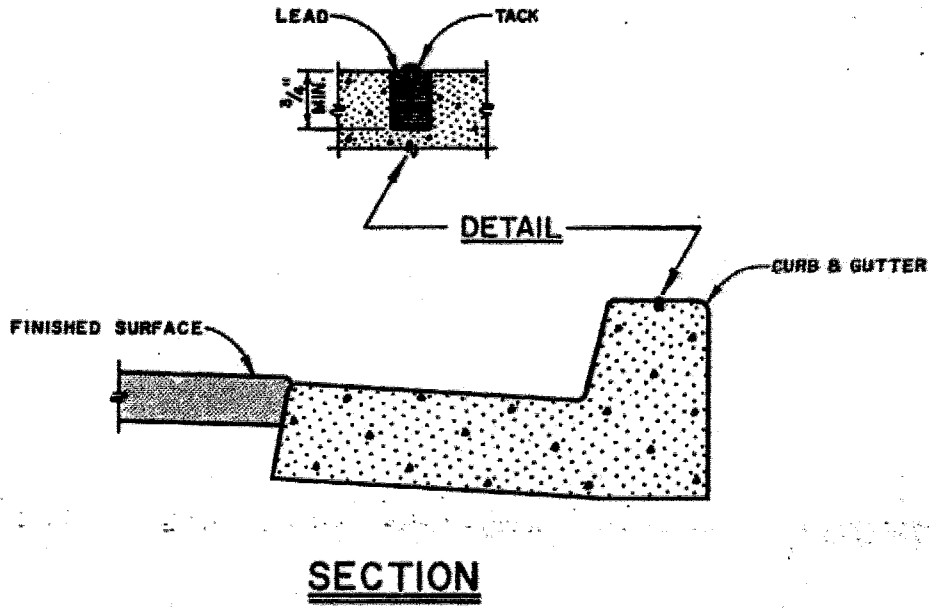
**PLAN**

**CITY OF COSTA MESA**  
**CALIFORNIA**  
 PUBLIC SERVICES DEPARTMENT

**SURVEY MONUMENT**  
**TYPE "A"**

APPROVED *B.D. Matten* DATE *12/13/85*

DRAWN C.P.R.  
 SCALE NONE  
 STD. DWG. NO. **613**

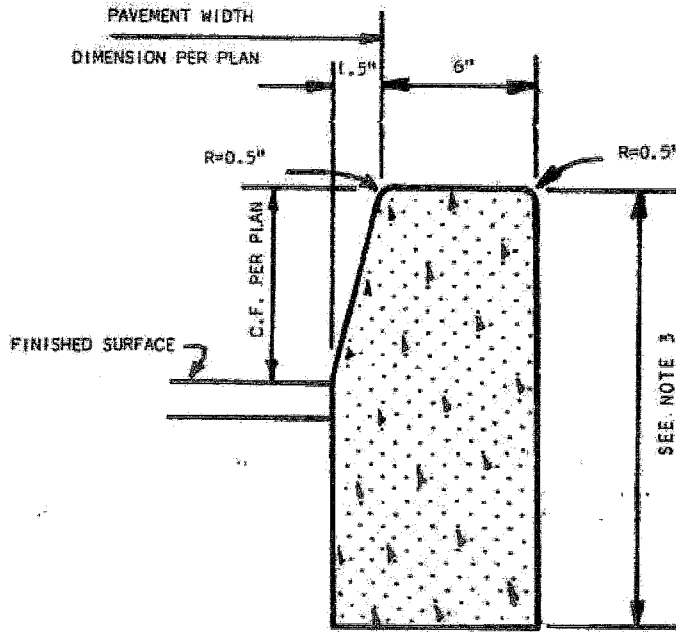


**NOTES:**

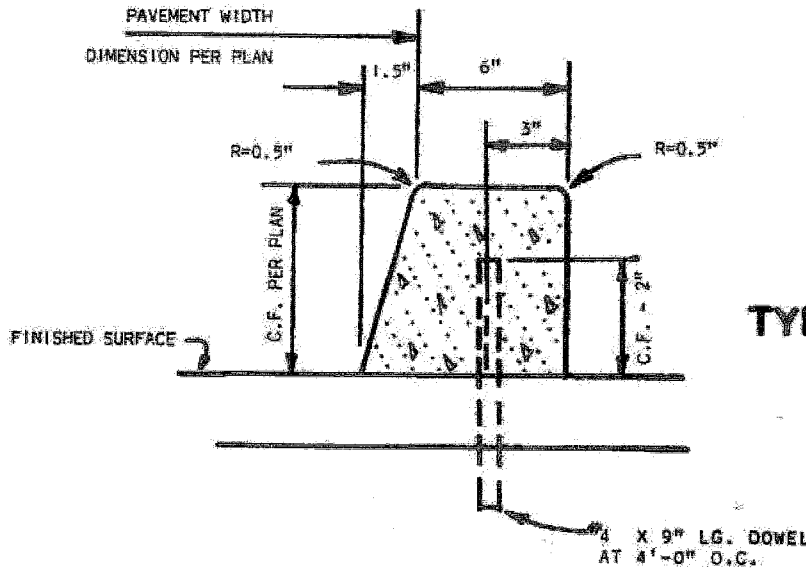
1. ALL TIE POINTS SHALL BE LEAD & TACK. LEAD SHALL BE A MIN. OF 3/4" DEEP AND TACKS SHALL BE MADE OF BRASS.
2. ALL INTERSECTION & CENTER LINE CONTROL POINTS SHALL BE SPIKE & WASHER.
3. ALL CONTROL POINTS SHALL HAVE A MIN. OF 4 TIES, WITH TIES PLACED SUCH THAT A PROPER ANGLE IS OBTAINED FROM THE TIE TO THE CONTROL POINT AS DETERMINED BY THE CITY ENGINEER.
4. RECORD CENTER LINE TIE DATA ON TIE SHEET AVAILABLE AT THE CITY OF COSTA MESA, ENGINEERING DIVISION.

REV.

<b>CITY OF COSTA MESA</b> CALIFORNIA PUBLIC SERVICES DEPARTMENT	<b>SURVEY CENTER LINE TIES</b>	DRAWN <u>W.A.B.</u> SCALE <u>NONE</u>
	APPROVED <u>Bruce D. Mattern</u> DATE <u>4/14/05</u> <small>BRUCE D. MATTERN, R.C.E. 19388</small>	STD. DWG. NO. <b>615</b>



**TYPE "A" CURB**



**TYPE "B" CURB**

**NOTES**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTRL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DWG. NO. 314.
2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND H SHALL BE PER PLAN.
4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.
5. CONCRETE SHALL BE 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2 .

REVISED 4-16-86

**CITY OF COSTA MESA  
CALIFORNIA**

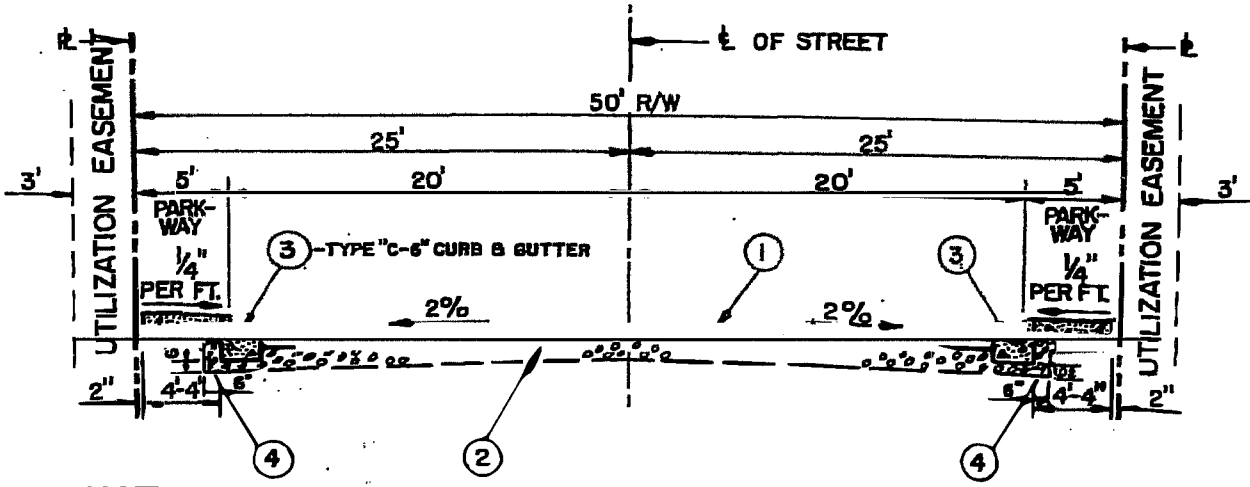
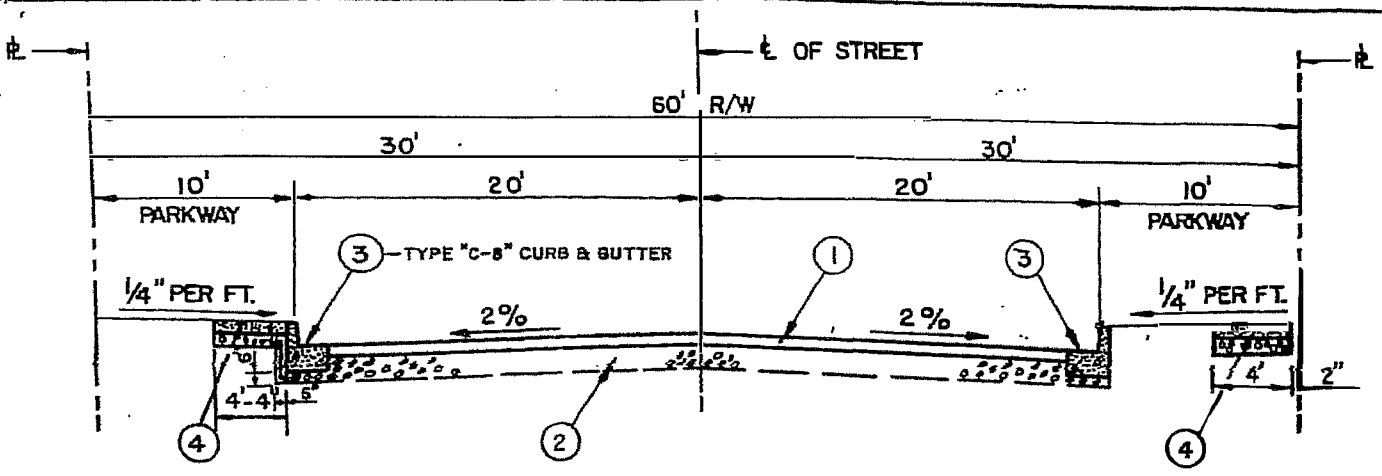
**PUBLIC SERVICES DEPARTMENT**

**TYPES "A" & "B" CURBS**

APPROVED *B. D. Matheson* DATE *4/20/86*

DRAWN *DWL*  
SCALE *NONE*  
STD. DRW. NO. *311*





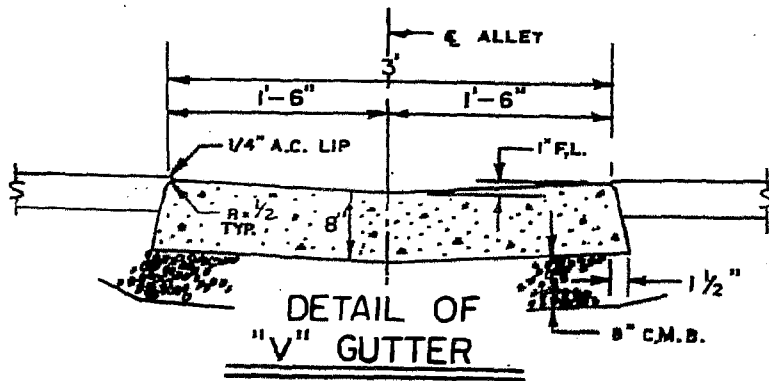
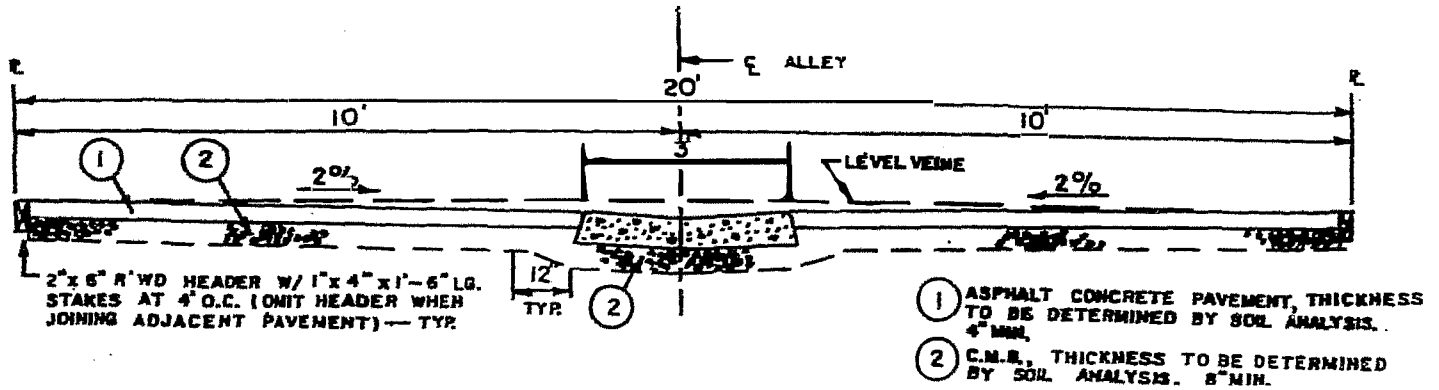
**NOTE:**  
 50' R/W TO BE USED WITH CITY COUNCIL APPROVAL ONLY.

**NOTES:**

- ① ASPHALTIC CONCRETE PAVEMENT (4" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ② CRUSHED AGGREGATE BASE (8" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ③ TYPE "C-8" OR "C-6" CURB AND GUTTER PER STD. DWG. NO. 312.
- ④ 4" P.C.C. SIDEWALK PER STD. DWG. NO. 411.

DRIVEWAY LOCATIONS AND SLOPES SHALL BE APPROVED BY THE CITY ENGINEER ON STREETS WITH 50' R/W.

<b>CITY OF COSTA MESA</b> CALIFORNIA PUBLIC SERVICES DEPARTMENT	<b>TYPICAL SECTION</b> <b>60' &amp; 50' RESIDENTIAL STREETS</b>	DRAWN <u>J.C.B.</u> SCALE <u>NONE</u>
	APPROVED <u>B.D. Matteo</u> DATE <u>12/13/85</u> <small>BRUCE D. MATTEO R.C.E. 19388</small>	STD. DWG. NO. <b>114</b>



**NOTES:**

1. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.
2. ALLEYS SHALL NOT RECEIVE STREET DRAINAGE.
3. ALLEY APPROACH SEE CITY STD. DWG. 514.
4. 1/4 INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND 1/8" x 2" WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS IN THE P.C.C. "V" GUTTER, FOR DETAILS SEE CITY STD. DWG. NO. 314.

CITY OF COSTA MESA  
CALIFORNIA  
ENGINEERING DEPARTMENT

TYPICAL SECTION  
ALLEY AND "V" GUTTER

APPROVED

*B. D. Mattern*  
BRUCE D. MATTERN RCE 19388

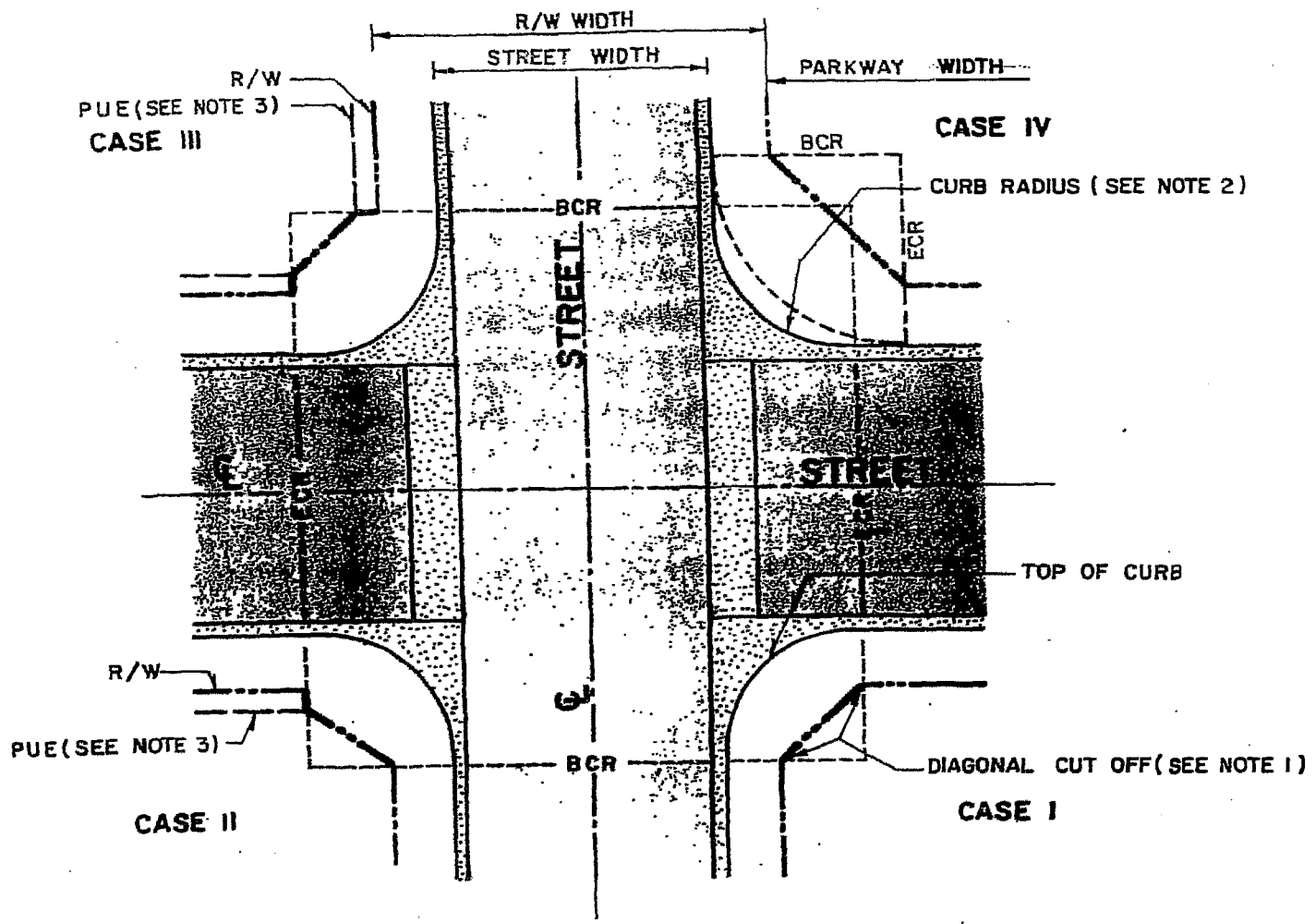
*1/2/18*  
DATE

DRAWN B.T.M.

SCALE NONE

STD. DWG. NO.

118



PLAN

PARKWAY WIDTHS:

5'	FOR	50'	R/W
10'	FOR	60'	R/W
7'	FOR	84'	R/W
7'	FOR	106'	R/W
8'	FOR	120'	R/W

NOTES:

1. THE PROPERTY LINE DIAGONAL CUT-OFF IS A STRAIGHT LINE DRAWN BETWEEN THE R/W LINES (OR PUE LINES, IF EXISTING) AT THE BCR AND ECR.
2. ALL CURB RETURN RADII SHALL BE 25' UNLESS BOTH STREETS ARE ON THE MASTER PLAN OF HIGHWAYS, AND THEN THE DIAGONAL CUT-OFF SHALL BE FOR A 35' CURB RETURN RADIUS.
3. ALL 50' STREETS REQUIRE A 3' PUBLIC UTILIZATION EASEMENT. SEE STD. DWG. NO. 114.

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

CURB RETURN RADII AND PROPERTY  
LINE DIAGONAL CUT-OFF

APPROVED

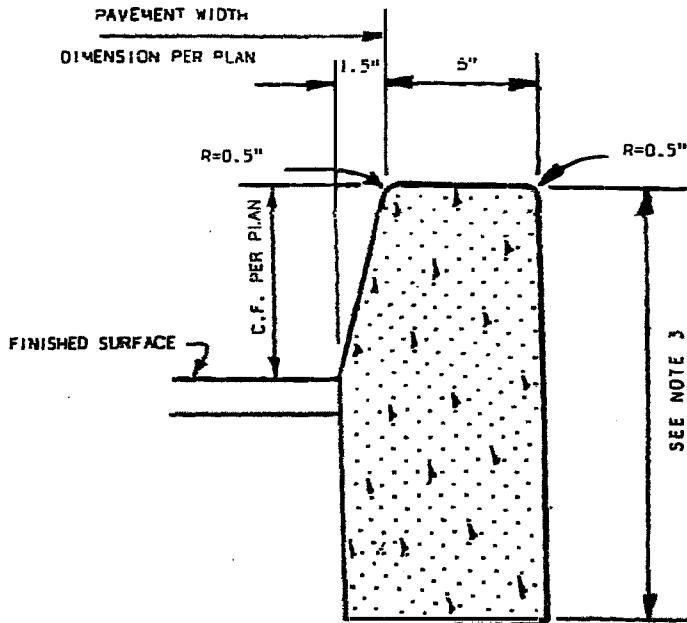
*BDM*  
BRUCE D. MATTERN R.C.E. 19388 DATE 12/13/85

DRAWN F.S.

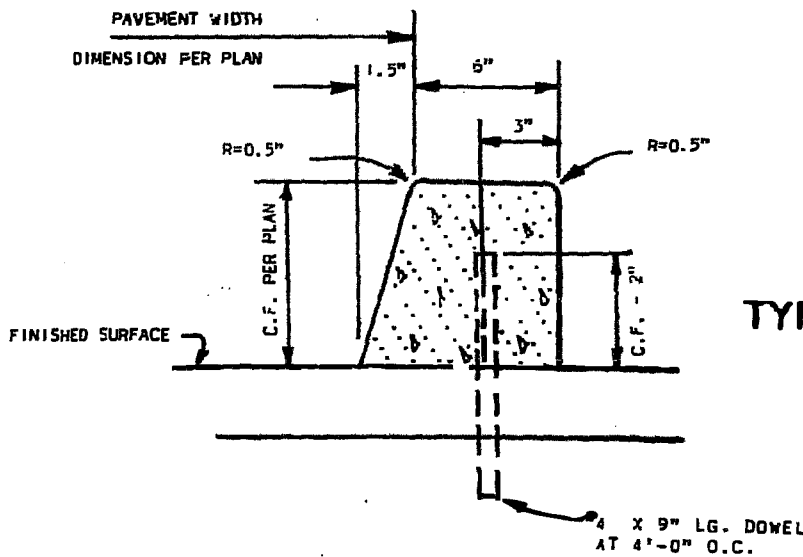
SCALE NONE

STD. DWG. NO.

214



TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DNG. NO. 314.
2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND H SHALL BE PER PLAN.
4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.
5. CONCRETE SHALL BE 560-C-320 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

REVISED 4-16-86

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPES "A" & "B" CURBS

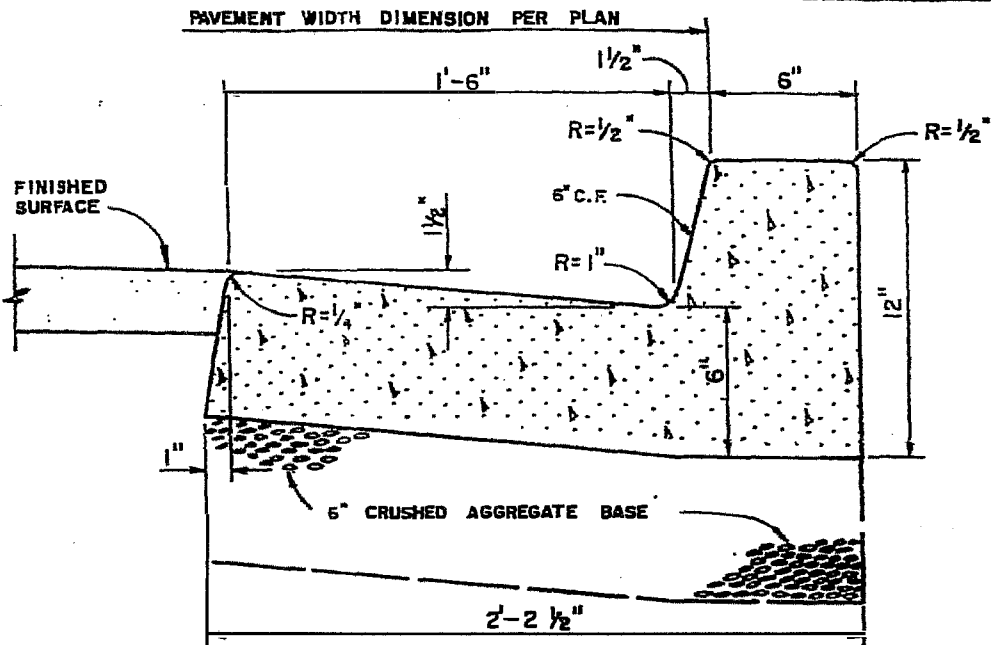
APPROVED *Eric Mattson* DATE 4/23/06  
ERIC MATTSO N B C E. 1988

DRAWN DWL

SCALE NONE

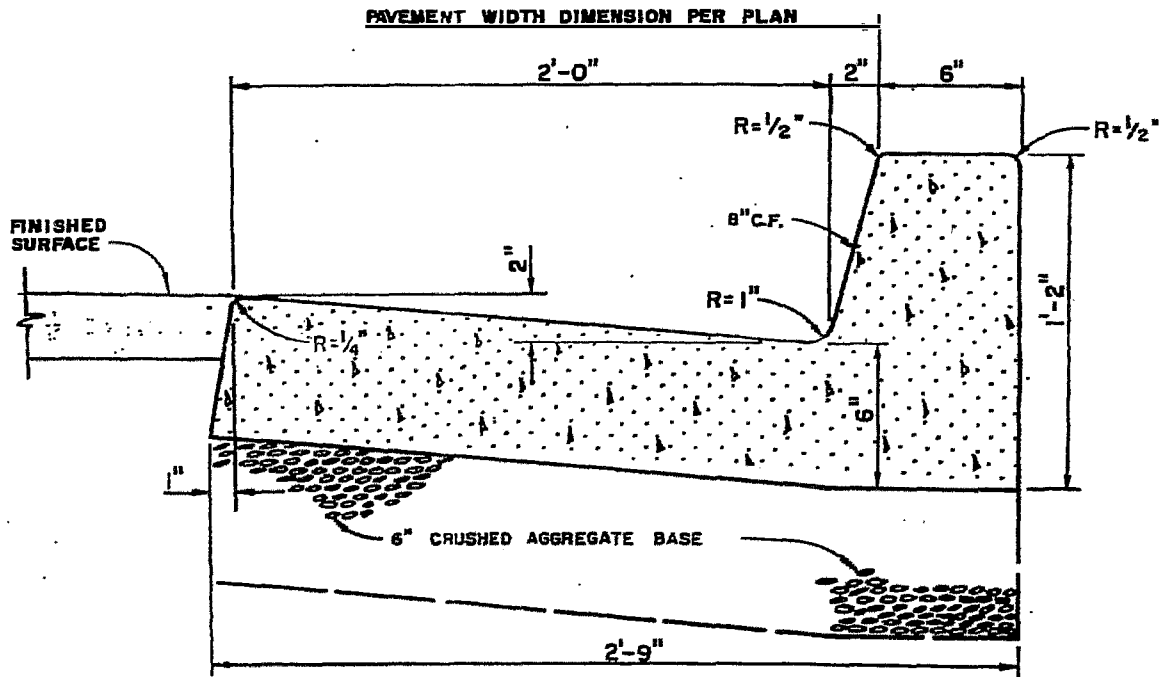
STD. DRW. NO.

311



CONC. PER LIN. FT. = 0.05084 CU YDS.  
 1 CU. YD. = 19.7863 LIN. FT.

**TYPE "C-6" CURB & GUTTER**



CONC. PER LIN. FT. = 0.0645 CU YDS.  
 1 CU. YD. = 15.50 LIN. FT.

**TYPE "C-8" CURB & GUTTER**

**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND, AT ALL, B.C.R.'S E.C.R.'S AND 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS, SEE STD. DWG. NO. 314.
2. CONCRETE SHALL BE 560-C-325 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
3. SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.

CITY OF COSTA MESA  
 CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPE "C" CURB & GUTTER

APPROVED

BRUCE D. MATTERN R.C.E. 19388

DATE

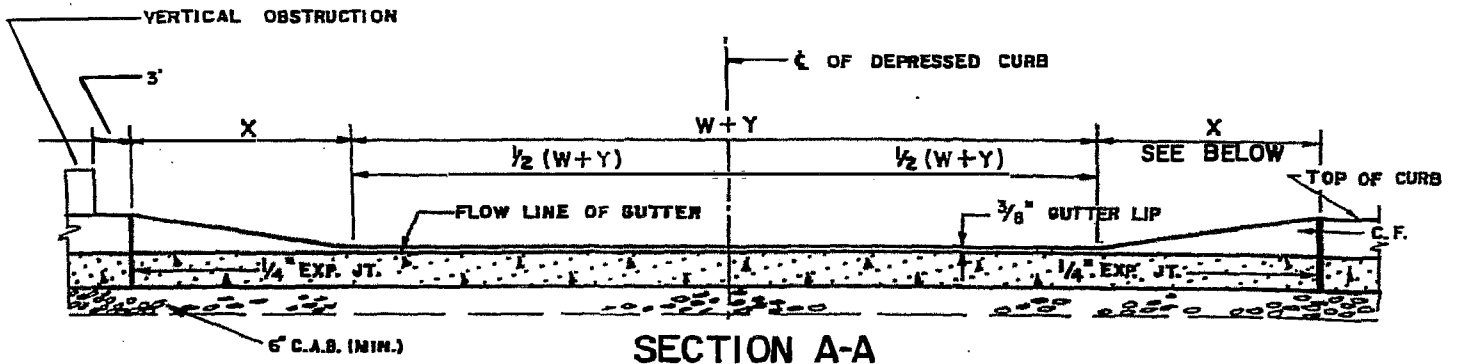
12/13/85

DRAWN M.K.S.

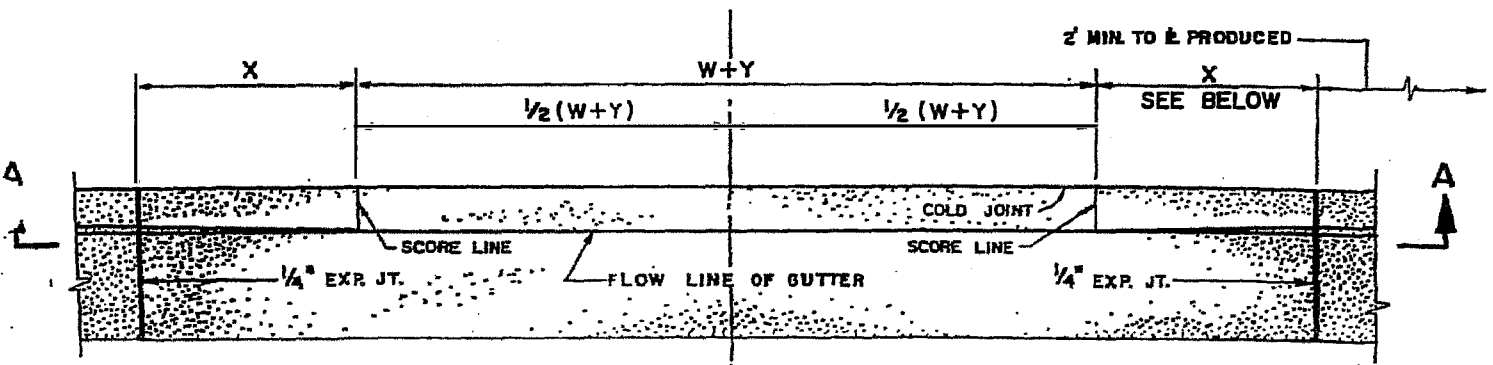
SCALE NONE

STD. DWG. NO

312



**SECTION A-A**



**PLAN**

**NOTES:**

1. FOR CURB AND GUTTER DETAILS, SEE STD. DWG. NO. 312.
2. FOR JOINT DETAILS, SEE STD. DWG. NO. 314.
3. CONCRETE TO BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2
4. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY TRANSPORTATION SERVICES ENGINEER.

**DIMENSIONS:**

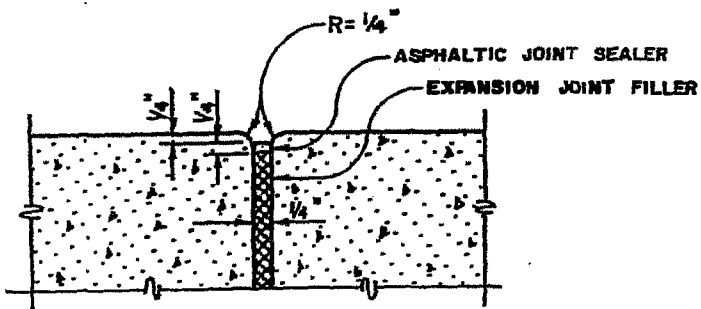
- W=10' MIN.-16' MAX. FOR RESIDENTIAL DRIVEWAYS IN R-1 ZONE. Y=0.
- W=16' MIN.-26' MAX. FOR OTHER DRIVEWAYS.
- X= 4' FOR 6" CURB FACE.
- X= 5' FOR 8" CURB FACE.

CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

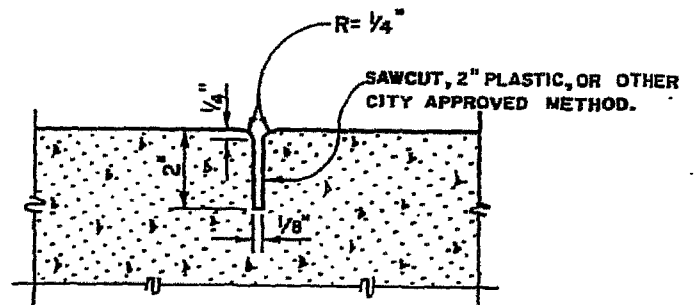
**DEPRESSED CURB  
FOR DRIVEWAY APPROACH**

APPROVED *BDMattern* DATE 12/13/05  
BRUCE D. MATTERN R.C.E. 19368

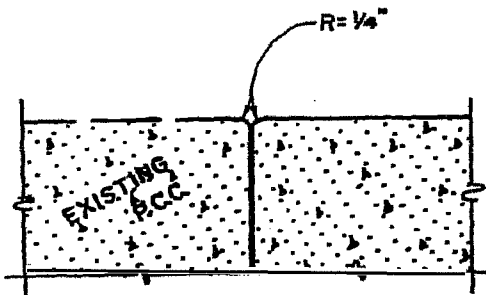
DRAWN M.K.S.  
SCALE NONE  
STD. DWG. NO.  
**313**



1/4" EXPANSION JOINT  
40' INTERVALS



1/8" x 2" WEAKENED PLANE JOINT  
10' INTERVALS



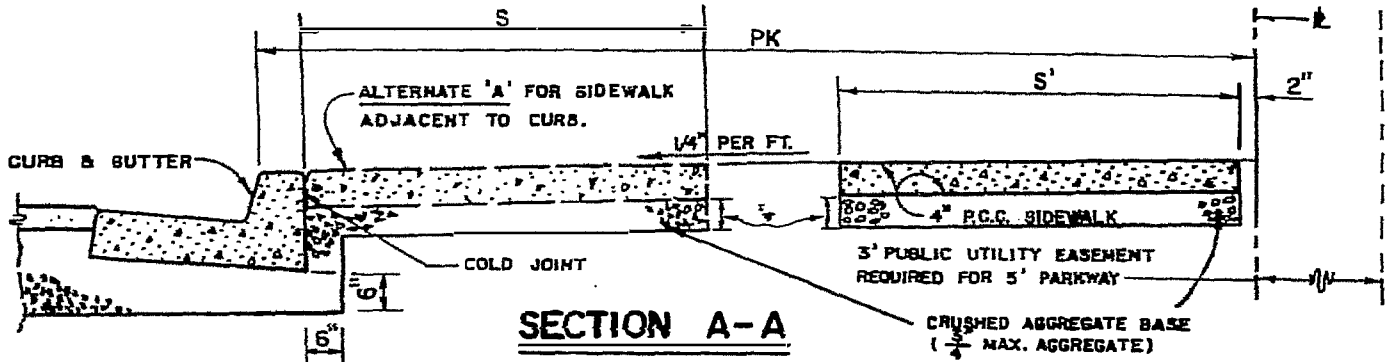
CONSTRUCTION JOINT

CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

JOINT DETAILS

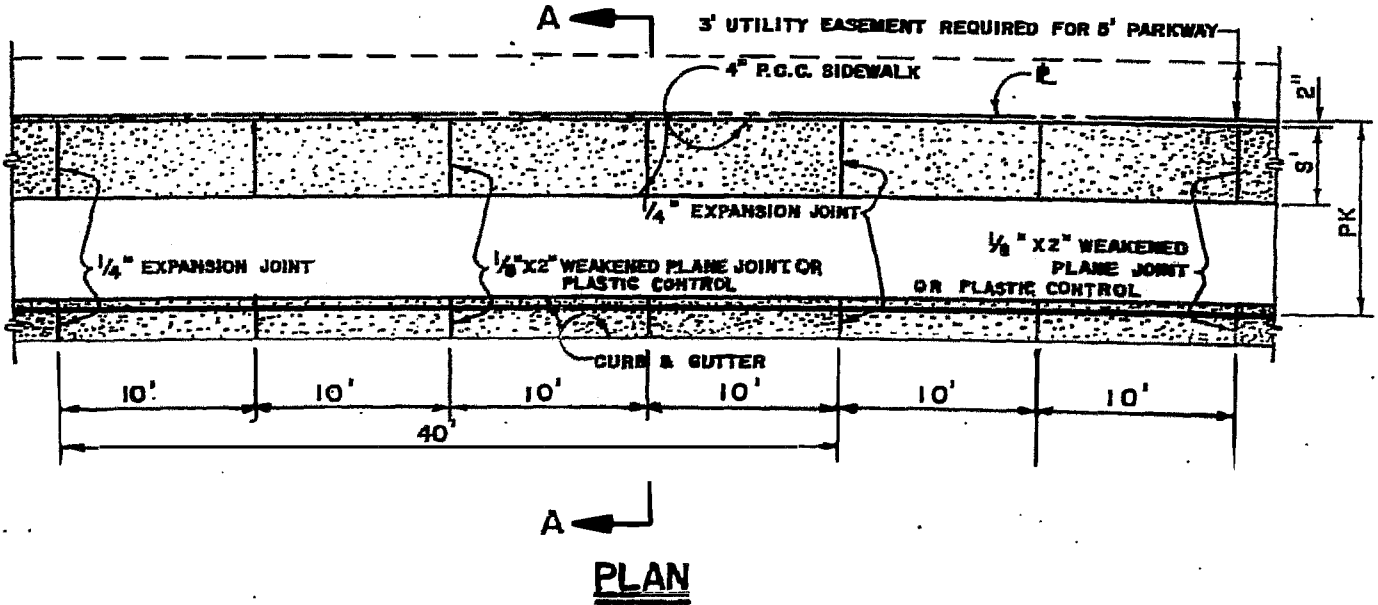
APPROVED *BDM* DATE 12/13/85  
BRUCE D. MATTERN R.C.E. 19388

DRAWN M.K.S.  
SCALE NONE  
STD. DWG. NO.  
314



**DIMENSIONS:**

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



**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/2" X 2" PLASTIC CONTROL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.1.2.
7. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED. IF JOINING EXISTING IMPROVEMENTS AND APPROVED BY CITY ENGINEER.
8. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED OFF WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK DETAILS

APPROVED

*Bruce D. Mattern*  
BRUCE D. MATTERN R.C.E. 19386

DATE

*12/23/05*

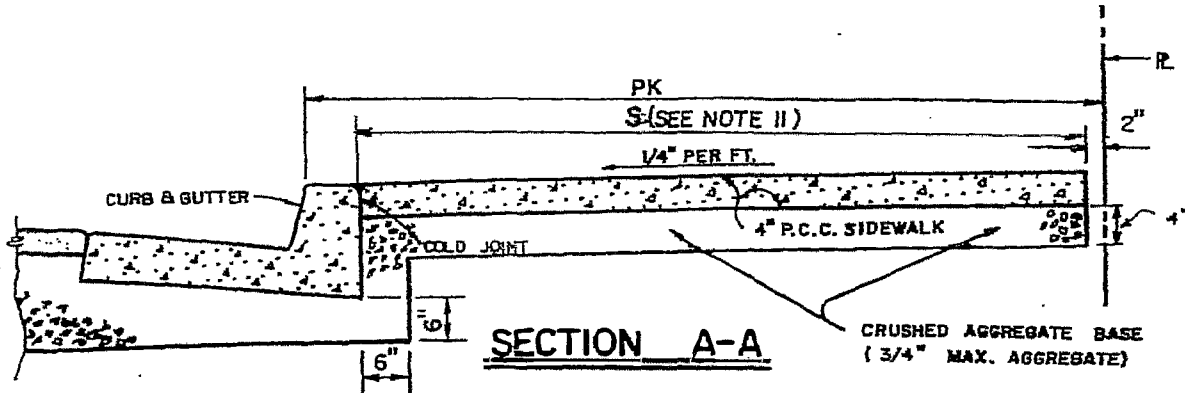
DRAWN: W.A.B.

SCALE: NONE

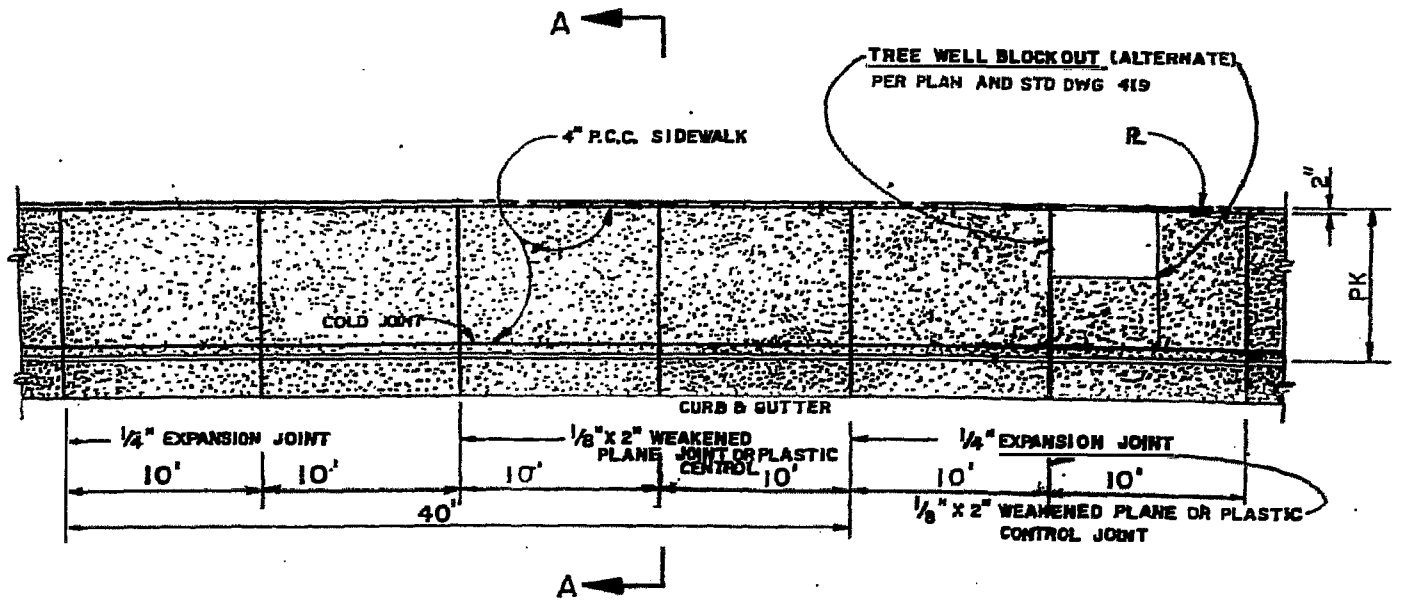
STD. DWG. NO.

411





**DIMENSIONS:**  
 PK=PARKWAY WIDTH  
 60' R/W--- PK=10'  
 84' R/W--- PK=7'  
 106' R/W--- PK=7'  
 120' R/W--- PK=8'



PLAN

**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 50 C 2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
7. TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION & SPACING PER PLAN.
8. 30' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.
10. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 412.
11. SIDEWALK WIDTH (S) SHALL BE PER STD. DWG. NO. 411.

REV. 6-25-80 N.R.  
 REV. 2-2-79 C.M.G.  
 REV. 3-23-78  
 REV. 9-12-77  
 REV. 12-23-75

**CITY OF COSTA MESA**  
 CALIFORNIA

**COMMERCIAL SIDEWALK DETAILS**

DRAWN W.A.B.  
 SCALE NONE

PUBLIC SERVICE DEPARTMENT

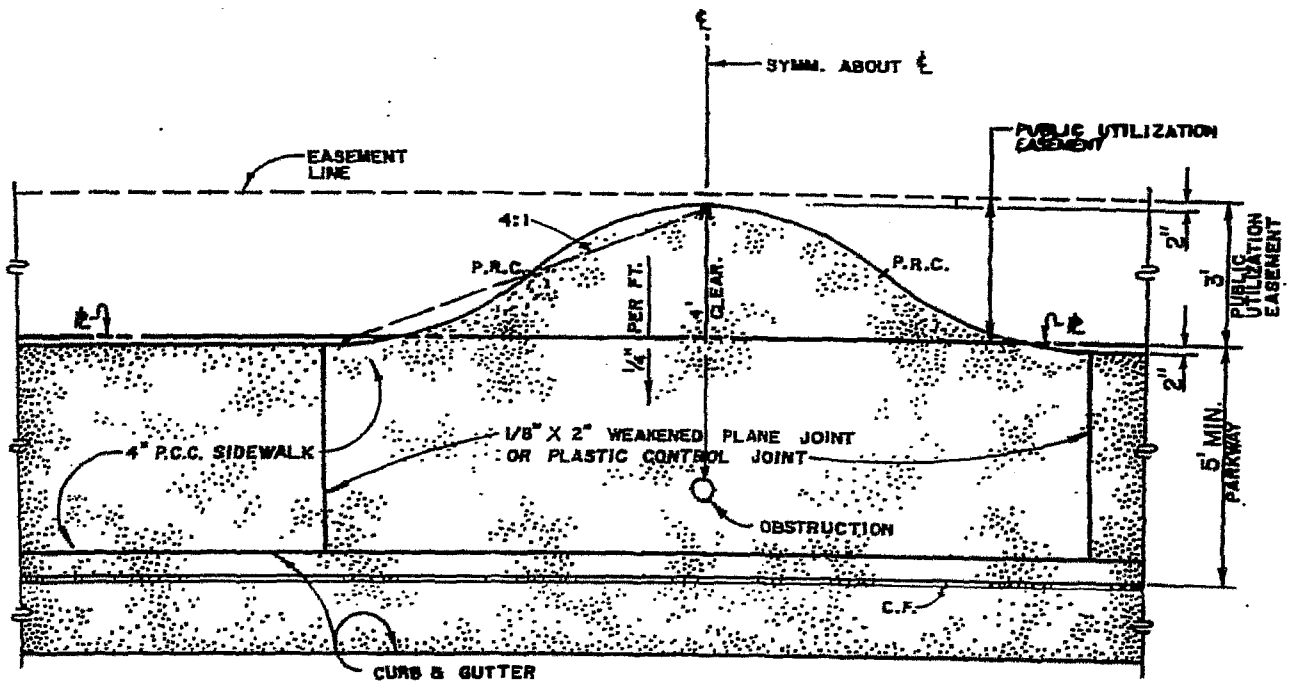
APPROVED

*[Signature]*  
 BRUCE D. MATTHEW N.C.E. 10388

DATE

STD. DWG. NO.  
**412**

REV.



**PLAN**

**NOTES:**

1. FOR STANDARD SIDEWALK DETAILS, SEE STD. DWR. NO. 411 AND/OR 412.
2. FIRE HYDRANTS SHALL BE 2' CLEAR OFF OF THE CURB FACE.
3. NO VERTICAL OBSTRUCTION WITHIN 3' CLEAR OF DRIVEWAY TOP OF "X".
4. MAILBOXES SHALL BE 6" CLEAR OFF THE CURB FACE. ULTIMATE LOCATION, HEIGHT, AND MATERIAL TO BE APPROVED BY LOCAL POSTMASTER.
5. POWER POLES, GUY ANCHORS, AND STREET LIGHTS SHALL BE 18" CLEAR OFF CURB FACE.

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

**SIDEWALK OBSTRUCTIONS FLARE**

APPROVED

BRUCE D. MATTHEW R.C.E. 19388

DATE

DRAWN W.A.B.

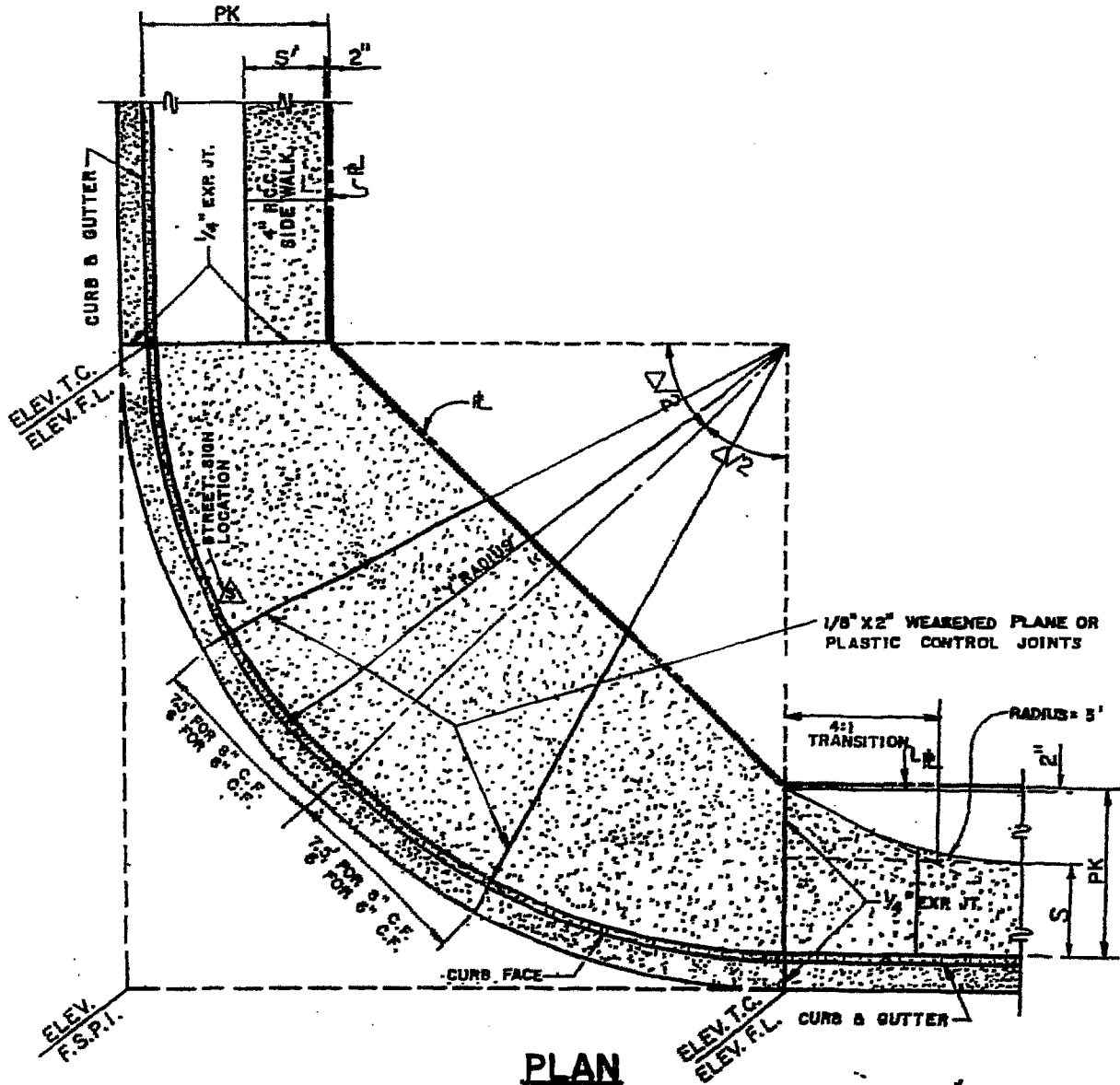
SCALE NONE

STD. DWG. NO.

**413**

**DIMENSIONS:**

- PK = PARKWAY WIDTH
- S = SIDEWALK WIDTH SEE NOTE 7
- 50' R/W -- PK=5'
- 60' R/W -- PK=10'
- 84' R/W -- PK=7'
- 106' R/W -- PK=7'
- 120' R/W -- PK=8'
- Y<sup>1</sup> -- RADIUS VARIES (25' OR 35')
- S<sup>1</sup> = 4'-0"



**PLAN**

**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT END OF CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED SO AS NOT TO EXCEED 10' O.C. AT R.
3. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
4. CONCRETE SHALL BE PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-11.3, CLASS S2DC-2500
5. ALL ELEVATIONS PER PLAN. FOR CROSS BUTTERS R.L.P.I. PER STD. DWG. NO. 415 SHALL BE SHOWN ON PLAN.
6. FOR STREET RADIUS DATA, SEE STD. DWG. NO. 214.
7. SEE STD. DWG. NO. 411, 412 AND 413 FOR BASE AND SIDEWALK REQUIREMENTS.

**CITY OF COSTA MESA**  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

**STANDARD SIDEWALK RETURN**

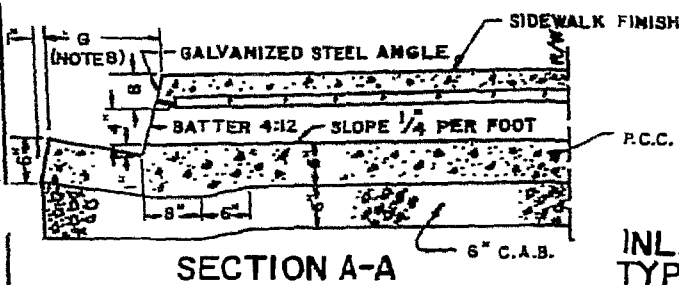
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DATE

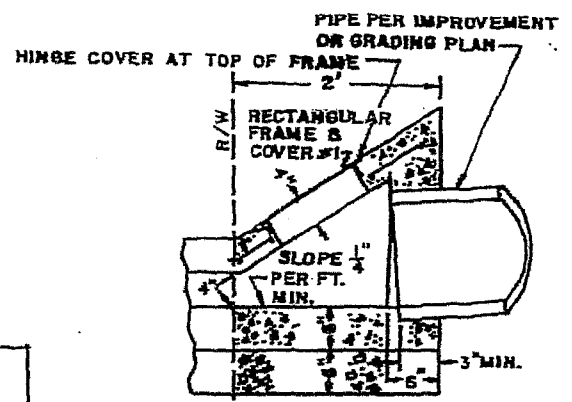
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SCALE NONE

STD. DWG. NO.  
**414**

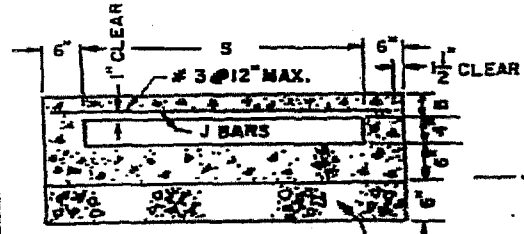




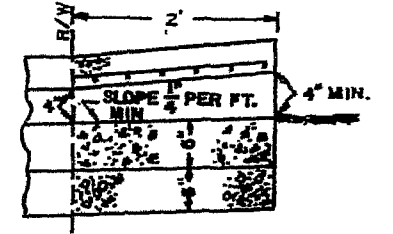
SECTION A-A



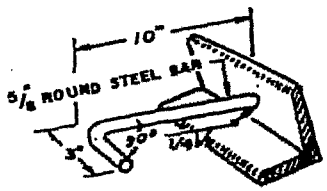
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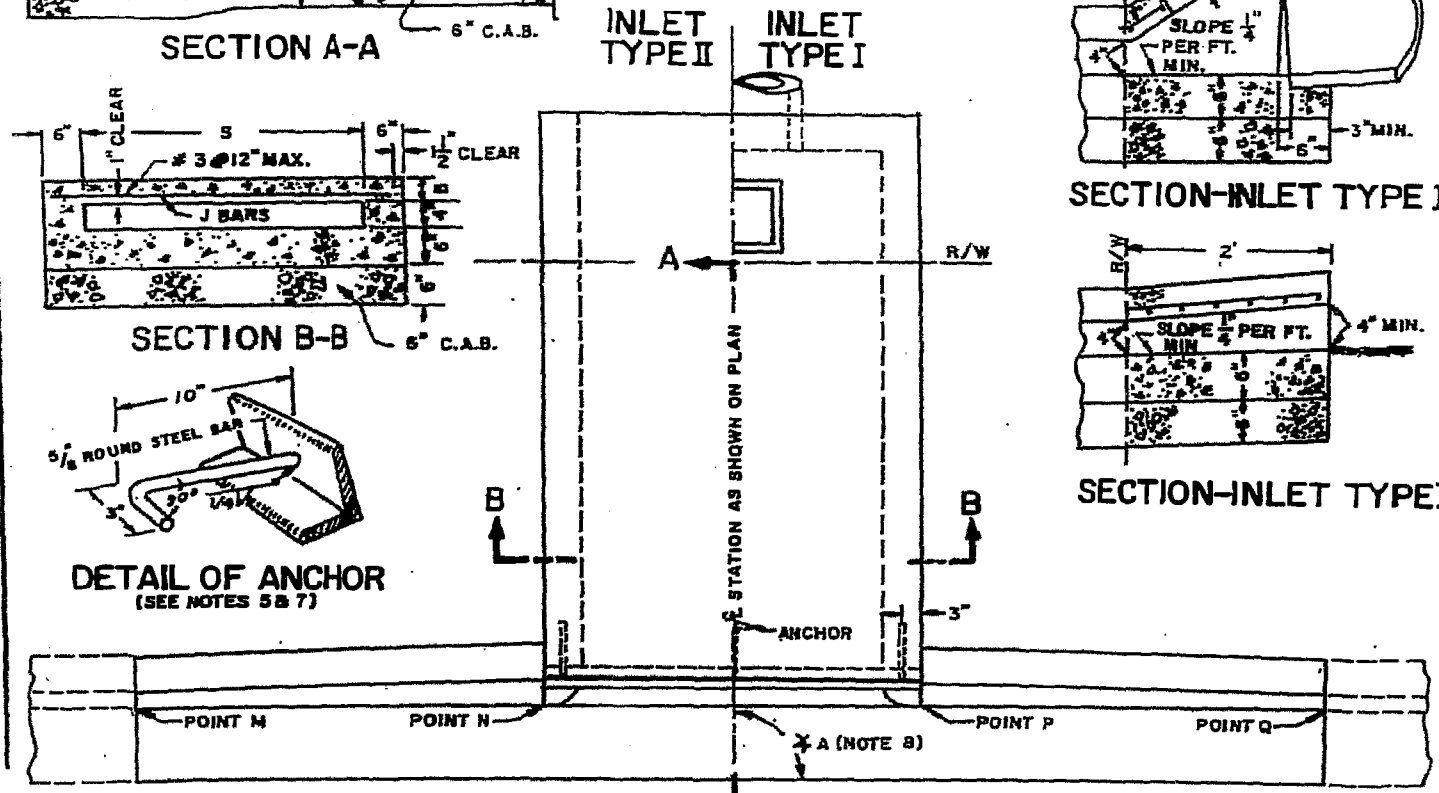
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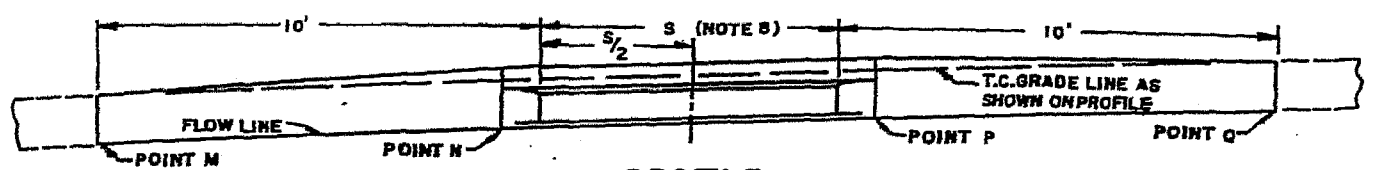
SECTION-INLET TYPE II



DETAIL OF ANCHOR  
(SEE NOTES 5 & 7)



PLAN



PROFILE

NOTES:

1. FLOOR OF BOX TO BE TROWELED SMOOTH.
2. WHEN THE TOE OF SLOPE IS WITHIN THE R/W, INLET TYPE I BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH APPROACH (TYPE II) THE 2' EXTENSION IS NOT REQUIRED WHEN THE BACK OF WALK IS 2' OR MORE FROM THE R/W LINE.
4. TOP OF INLET STRUCTURE (TYPE I & II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICABLE.
5. A HEADED STEEL STUD  $\frac{5}{8} \times 4 \times \frac{3}{4}$  WITH HEAD D=1" ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT M AND Q, B=5" AT POINT H AND P.
7. THE 3" LEG OF THE INTERIOR ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. G, S, AND  $\frac{7}{8}A$  SHALL BE PER IMPROVEMENT PLANS.
9. CURB BATTER SHALL CONFORM TO EXISTING ADJOINING CURB. SEE STD. DWG. NO. 311.
10. CONCRETE SHALL BE CLASS 560 C 3250.

STEEL LIST

S	B	GALVANIZED STEEL ANGLE	ANCHOR	J BAR		
				SIZE	SPACING	
1'-0"	3"	2 1/2" x 2" x 1/4"	2	#3	7"	1'-0"
1'-6"	"	"	"	"	"	2'-3"
2'-0"	"	"	"	"	"	2'-0"
2'-6"	"	"	"	"	"	3'-3"
3'-0"	"	"	3	"	"	3'-2"
3'-6"	"	"	"	"	6"	4'-3"
4'-0"	"	"	"	"	8"	4'-9"
4'-6"	4"	3 1/2" x 3" x 1/4"	"	"	6"	5'-2"
5'-0"	"	"	"	"	8"	6'-9"
6'-6"	"	"	"	"	4"	6'-3"
6'-0"	"	"	"	"	3"	6'-0"

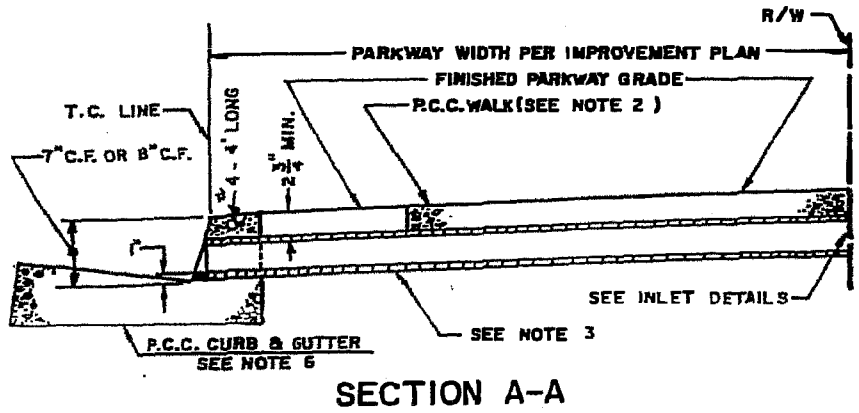
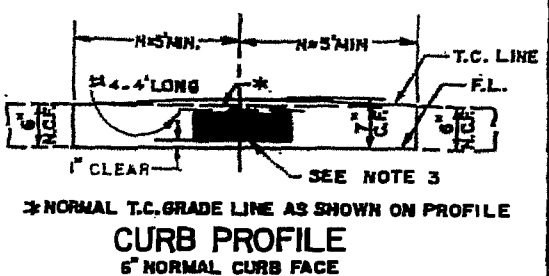
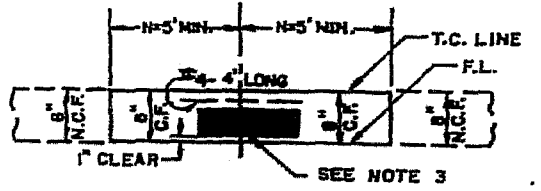
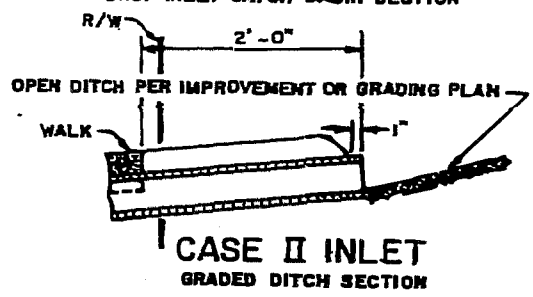
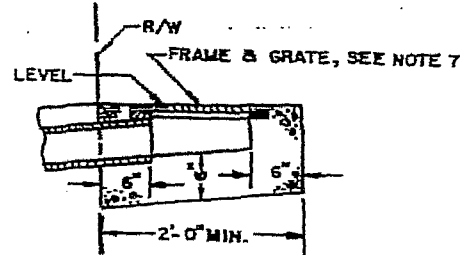
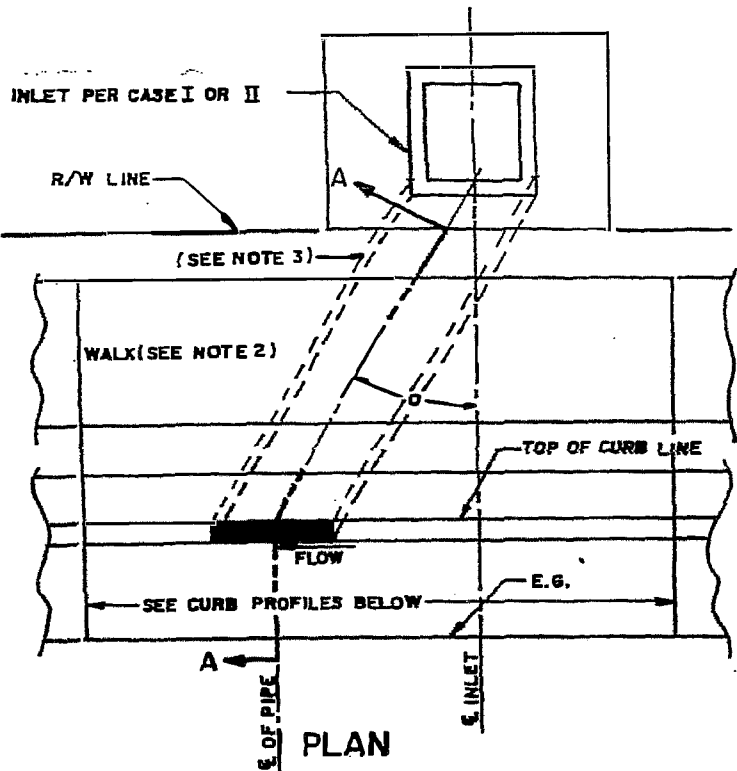
CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

PARKWAY DRAIN NO.1

DRAWN E.K.S.  
SCALE NONE  
STD. DWG. NO. 417

APPROVED *B.D. Mattern* DATE 12/13/85  
BRUCE D. MATTERN R.C.E. 19369

REV.



**NOTE:**

1. TOP OF INLET STRUCTURE (CASE I) TO BE FLUSH WITH ADJACENT SURFACE.
2. CONSTRUCT P.C.C. WALK AND CURB AND GUTTER AS SPECIFIED ON PLAN, MINIMUM REPLACEMENT OF WALK AND CURB AND GUTTER SHALL BE FROM JOINT TO JOINT OR AS DIRECTED BY THE CITY ENGINEER. SEE STD. DWG. NO. 314, THE CONTRACT PRICE PAID FOR P.C.C. WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
3. ONE CIRCULAR PIPE SHALL BE PLACED AT A LOCATION OTHERWISE, THE PIPE SHALL BE ALHAMBRA FOUNDRY A470 OR EQUAL WITH THE SIZE AS SPECIFIED ON PLAN, FOR SIZES OTHER THAN 3" X 5, 9, 12" N SHALL BE 10" AND C.F. OVER PIPE SHALL BE INCREASED 1" FOR 1".
4. INLET CASE TO BE SPECIFIED ON IMPROVEMENT OR GRADING PLAN.
5. ANGLE "a" EQUALS 0° UNLESS OTHERWISE SPECIFIED.
6. TYPE, DIMENSIONS, AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER IMPROVEMENT PLAN.
7. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR INLET CASE I SHALL BE ALHAMBRA FOUNDRY 14" X 24" TYPE A-2422 (GALVANIZED) OR EQUAL, PLACED LEVEL.
8. CONCRETE SHALL BE CLASS 520C 2500.

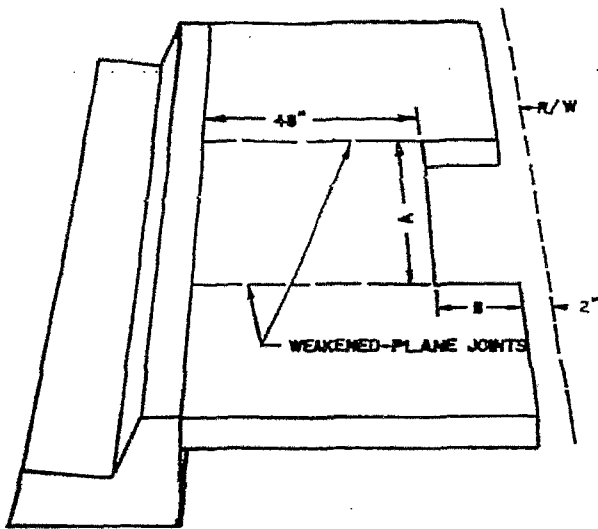
REV

CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

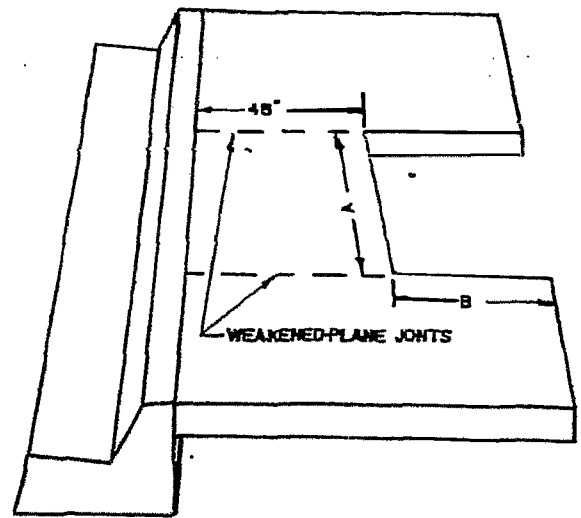
PARKWAY DRAIN NO.2

APPROVED *B.D. Mattern* DATE *12/13/65*  
BRUCE D. MATTERN R.C.E. 19368

DRAWN E.K.S.  
SCALE NONE  
STD. DWG. NO. 418



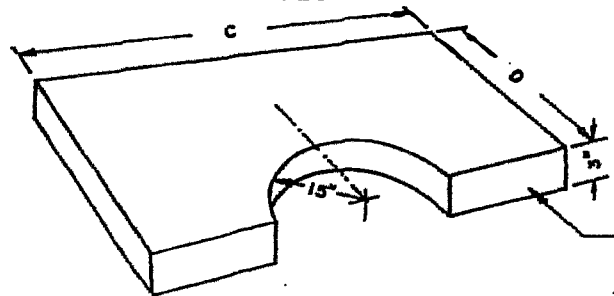
PARKWAYS LESS THAN 8'  
1 COVER REQUIRED  
CASE I: 2' X 4' TREE WELL



PARKWAYS 8' OR GREATER  
2 COVERS REQUIRED  
CASE II: 4' X 4' TREE WELL

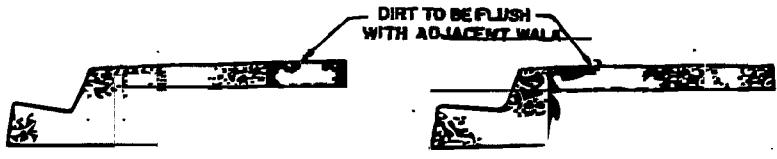
TREE WELLS

CASE	A	B	C	D
I	4'-0"	2'-0"	3'-11"	1'-0"
II	4'-0"	4'-0"	3'-11"	1'-0"



POROUS, PERMEABLE P.C.C.  
REINFORCED WITH 2" X 2"  
16 GAUGE WIRE MESH.

POROUS TREE WELL COVER



TYPICAL SECTIONS

NOTES:

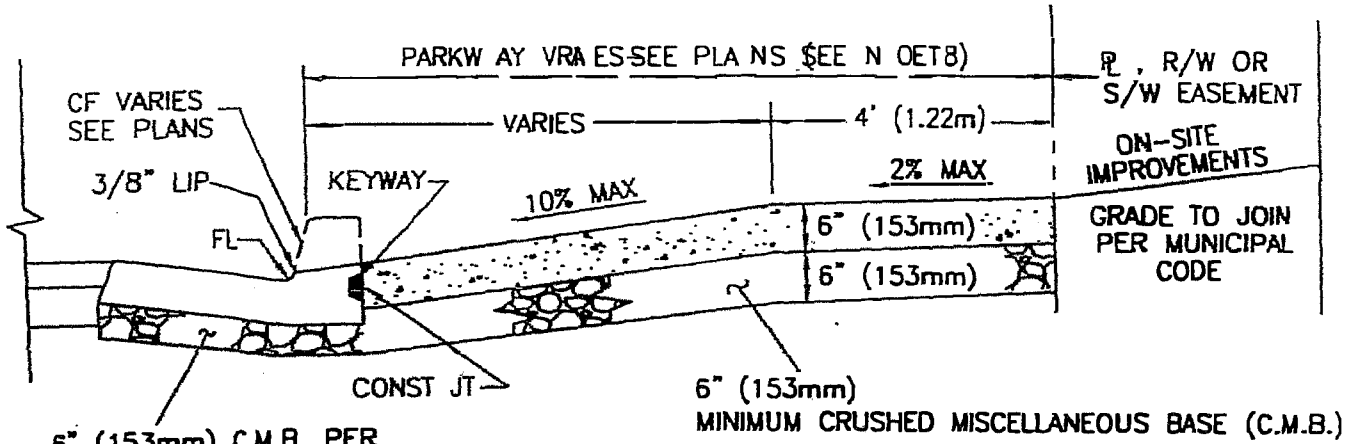
- TREE WELLS SHALL BE PLACED APPROXIMATELY 50' APART, BUT NOT LESS THAN ONE PER RESIDENTIAL LOT.
- LOCATION OF TREE WELLS WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:
  - 25' FROM CURB RETURNS.
  - 15' FROM LIGHT STANDARDS AND POWER POLES.
  - 10' FROM FIRE HYDRANTS, DRIVEWAYS, HOUSE WALKS, UTILITY METERS, PEDESTALS.
  - 10' FROM ALL UTILITY LATERALS AND MAINS.
- COVERS ARE TO BE COLORED BUFF USING AN ACCEPTABLE COLORING AGENT.
- TREE WELLS ARE TO BE BACKFILLED WITH CLEAN DIRT AND FLUSH WITH ADJACENT WALK UNTIL TREES ARE PLANTED.

CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

SIDEWALK  
TREE WELL & COVER

APPROVED *B.D. Mattern* DATE 12/13/25  
BRUCE D. MATTERN R.G.E. 19388

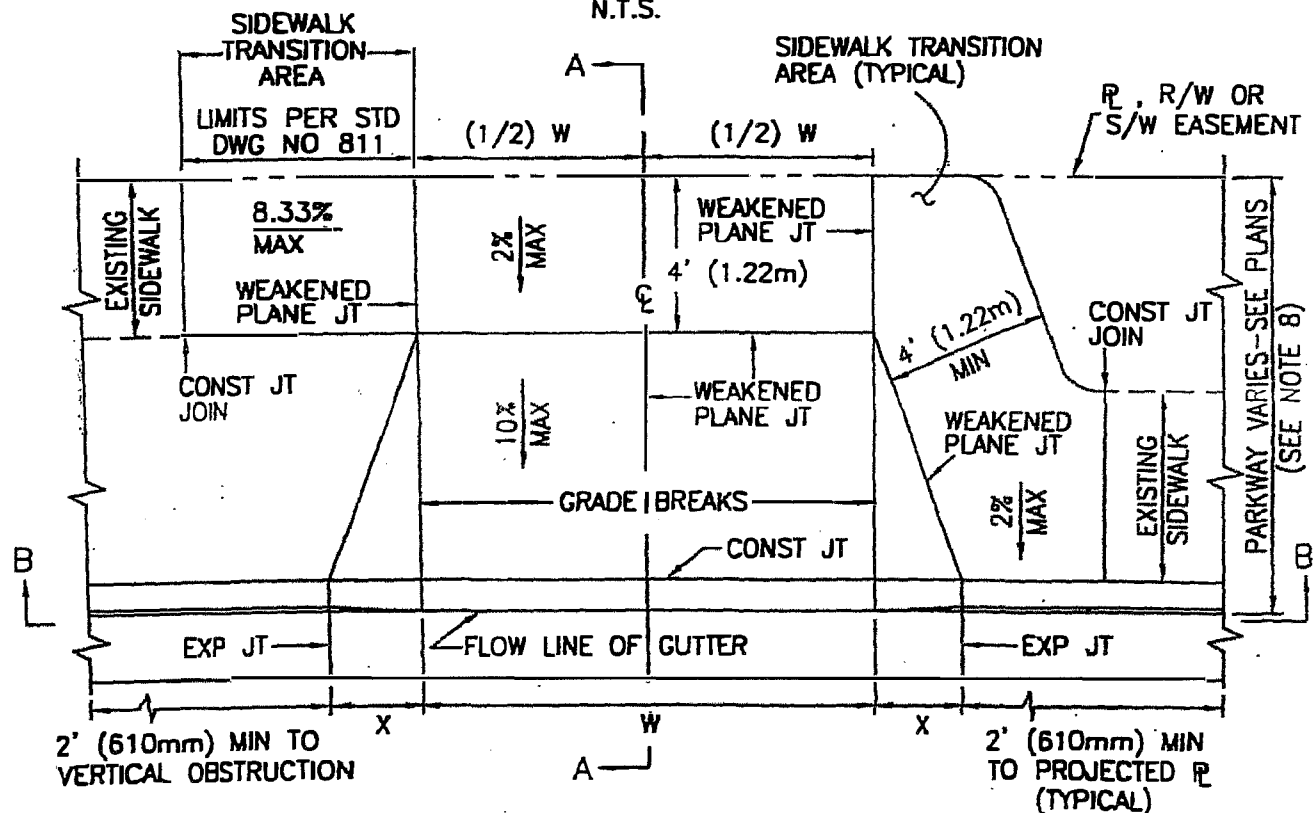
DRAWN E.K.S.  
SCALE NONE  
STD. DWG. NO.  
**419**



6" (153mm) C.M.B. PER STD DWG NO 312 UNDER CURB AND GUTTER

**SECTION A-A**

N.T.S.



**PLAN**

N.T.S.

**CITY OF COSTA MESA**  
PUBLIC SERVICES DEPARTMENT

**RESIDENTIAL DRIVEWAY APPROACH TYPE I**

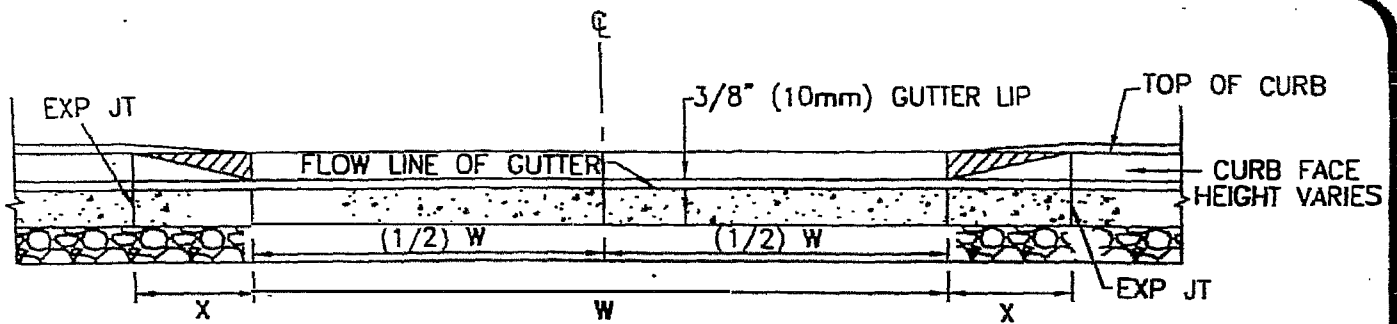


APPROVED BY: *[Signature]*  
ERNESTO MUNOZ CITY ENGINEER

*[Signature]* 1/10/03  
WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.  
**513**





## SECTION B-B

N.T.S.

### DIMENSIONS

W=10' (3.05m) MIN - 16' (4.88m) MAX FOR RESIDENTIAL DRIVEWAYS.

X= 4' (1.22m) FOR 6" (153mm) CURB FACE.

X= 5' (1.52m) FOR 8" (204mm) CURB FACE.

### NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. THERE SHALL BE ONE DRIVEWAY PER PROPERTY.
3. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
4. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
5. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
6. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
7. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
8. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF RIGHT-OF-WAY/PROPERTY LINE.

CITY OF COSTA MESA  
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL  
DRIVEWAY APPROACH  
TYPE I



APPROVED BY:

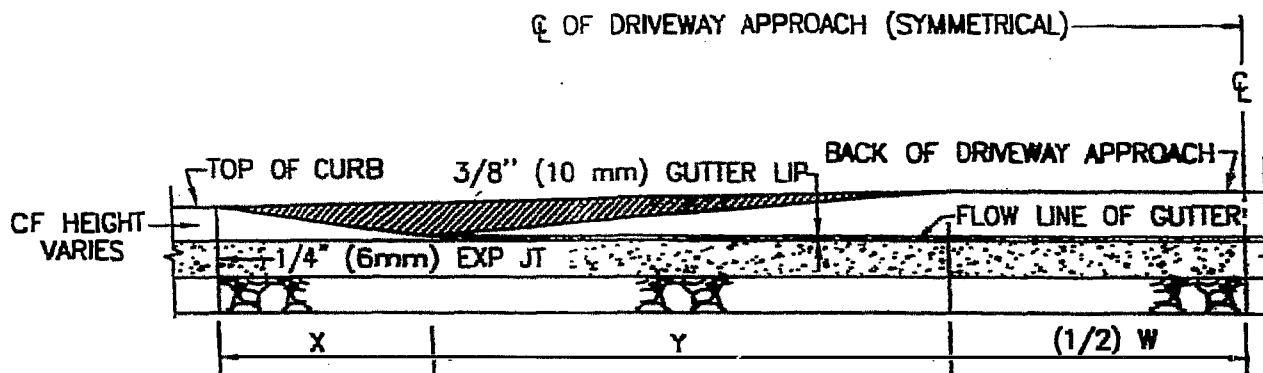
*EJP*  
ERNESTO MORALES  
CITY ENGINEER

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

STD. DWG. NO.

513





**SECTION B-B**

N.T.S.

**DIMENSIONS**

- W= 16' (4.88m) MIN - 26' (7.92m) MAX FOR ALL DRIVEWAYS.
- X= 4' (1.22m) FOR 6" (150mm) CURB FACE.
- X= 5' (1.52m) FOR 8" (200mm) CURB FACE.
- Y= 7' (2.13m) ON MASTER PLAN STREETS
- Y= 4' (1.22m) ON RESIDENTIAL, NON-MASTER PLAN STREETS.

**NOTES:**

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
3. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
4. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
5. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
6. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
7. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF PROPERTY/RIGHT-OF-WAY LINE.
8. CASE I - SIDEWALK ADJACENT TO CURB AND GUTTER. NO GREENBELT.  
CASE II - EXISTING GREENBELT BETWEEN SIDEWALK AND CURB AND GUTTER.

**CITY OF COSTA MESA**  
PUBLIC SERVICES DEPARTMENT

**DRIVEWAY APPROACH-TYPE II**  
**COMMERCIAL AND MULTI-USE**



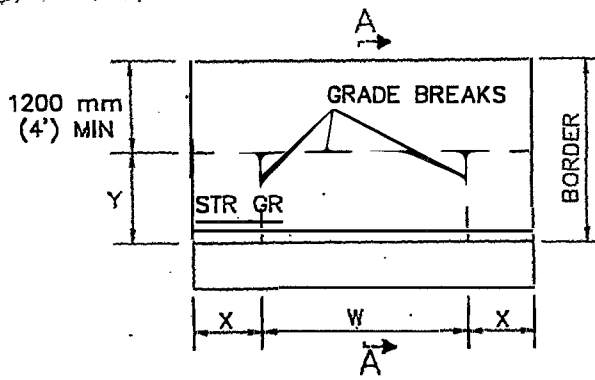
APPROVED:

ERNESTO MUÑOZ CITY ENGINEER

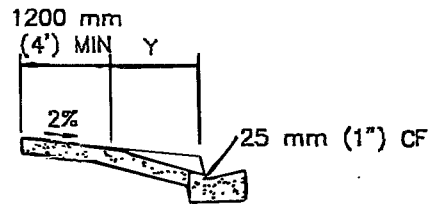
WILLIAM MORRIS 9/29/03 DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

514

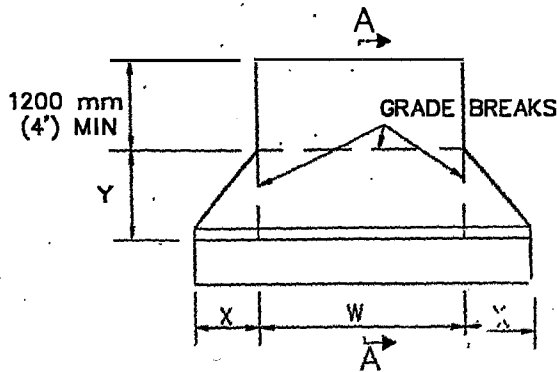


TYPE A



SECTION A-A

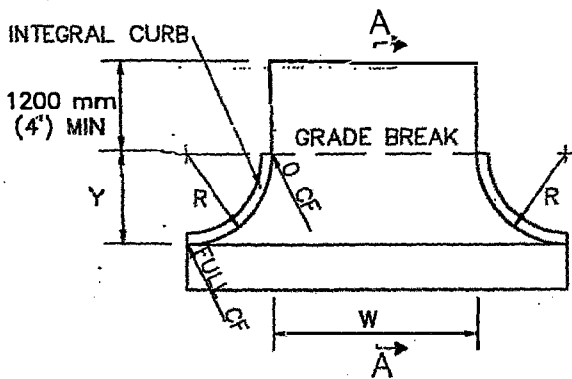
CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'-0")	1200 (4'-0")
175 (7")	1050 (3'-6")	1425 (4'-9")
200 (8")	1200 (4'-0")	1700 (5'-8")
225 (9")	1350 (4'-6")	1950 (6'-6")
250 (10")	1500 (5'-0")	2175 (7'-3")
275 (11")	1650 (5'-6")	2400 (8'-0")
300 (12") or more	1800 (6'-0")	2625 (8'-9")



TYPE B

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDE OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. IF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.



TYPE C

**AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER**

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1998

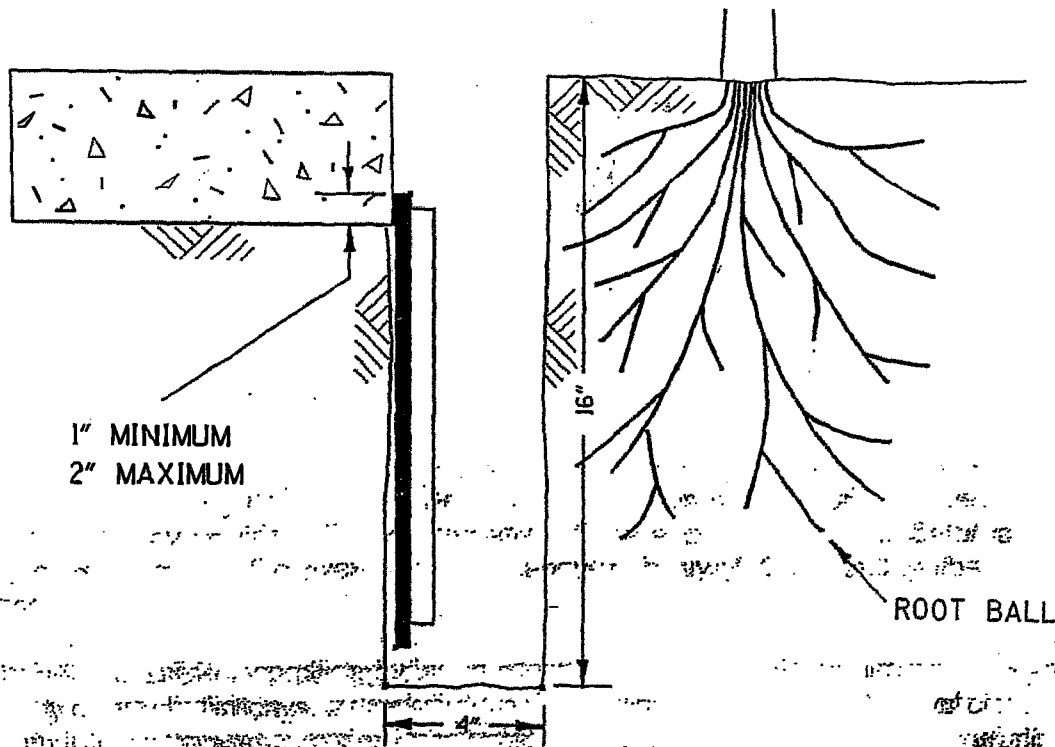
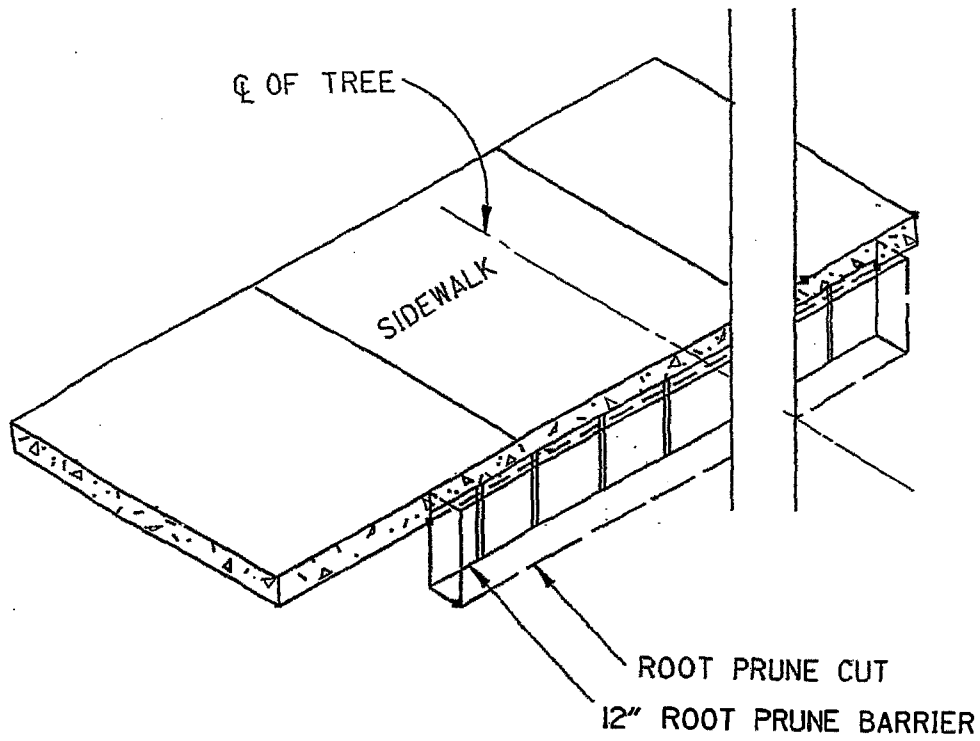
**DRIVEWAY APPROACHES**

STANDARD PLAN  
METRIC

**110 - 1**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1



ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved: *[Signature]*  
 W. L. Zouk, Director of Public Works

Adopted: Res. 78-791 Re Revised: Res. 86-1141, 88-1341, 96-546

STD. PLAN

1708

TREE ROOT BARRIER

SHT. 1 OF 2

NOTES:

Tree Trimming :

1. Prior to root pruning, each tree shall be trimmed to reduce its overall size by one-third (1/3) and to promote improved growth.

Trimming shall also provide:

- a. Removal of all dead, damaged, diseased, or structurally deficient limbs;
- b. Thinning to reduce interior wind resistance;
- c. Vertical clearance of 14.0 feet over roadways 9.0 feet over sidewalks;
- d. Visual clearance around all traffic control devices and signs;
- e. An overall balanced appearance.

2. Root Pruning :

Root pruning cuts shall be made immediately adjacent to the sidewalk and shall be 4" wide, 16" deep (measured from the top of the final grade of the sidewalk) and 16' long centered 8' either side of the center of the tree. The bottom 13" of the root prune cut shall be filled with pea gravel, to promote deeper watering, with the top 3" filled with native soil free from rocks or other materials that would interfere with landscape maintenance tasks. At least 18 months shall transpire before root pruning the opposite of a tree. In general, root pruning would not be performed adjacent to the curb due to the normal depth of the curb.

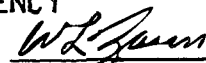
3. Root Control Barrier :

Barrier shall be fabricated from a high density, high impact plastic, i.e. Polystyrene, Polyethylene, Polyvinyl Chloride, (PVC), or Acrylonitrile-Butadiene-Styrene (ABS). The interior surface shall have 1/2" high (minimum) raised vertical ribs spaces 6" to 8" apart the full depth of the barrier and shall be expressly designed for root deflection.

Barrier used for root pruning shall have a minimum depth of 12" with a minimum thickness of 0.06". Barriers shall be 16 feet long in one continuous piece (preferred) or in a combination of pieces securely fastened with adhesive at joint points.

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved



W.L. Zaufe, Director of Public Works

Adopted: Res. 78-791 Revised: Res. 86-1141; 88-1341; 96-546

STD. PLAN

1708

TREE ROOT BARRIER

SHT.2 OF 2

UNITED STATES POST OFFICE

OUR REF: WED13:JDIAZ:am:-9998

DATE: May 30, 1990

SUBJECT: Location of mailboxes

P.O.CL:

TO: City of Costa Mesa

Mailboxes shall be located on the right hand side of the roadway in the direction of the delivery route except on one way streets where they may be placed on the left hand side. The bottom of the box shall be set at an elevation established by the U.S. Postal Service, usually between 3'6" and 4'0" above the roadway surface.

On curbed streets, the roadside face of the mailbox shall be set back from the face of the curb a distance between 6 and 12 inches. On residential streets without curbs, that carry low traffic volumes, the roadside face of a mailbox shall be offset between 8 and 12 inches behind the edge of pavement.

156.54 D.M.M. Location

Rural boxes must be placed so that they may be safely and conveniently served by carriers without leaving their conveyances.

In all new housing tracks, we instruct the builders to install curbside delivery boxes at 2 to a post, at the property line on the curb.

155.262 Hardship cases

a) Changes in the type of delivery authorized for an area will be considered where service by existing methods would impose an extreme physical hardship on an individual customer. Any request for a change in delivery methods must be submitted in writing. Approval of these requests should be based upon humanitarian and not economic criteria. Each request for a change in delivery service should be evaluated on the basis of the customer's needs; a request should not be denied solely because of increased operational costs or because a family member or other party may be available to receive mail for the customer.

## MAILBOX IMPROVEMENT WEEK—Continued

Exhibit C

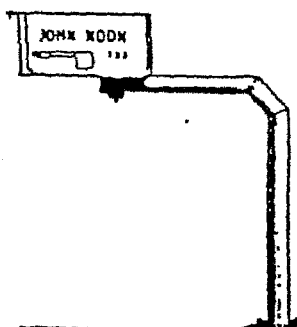
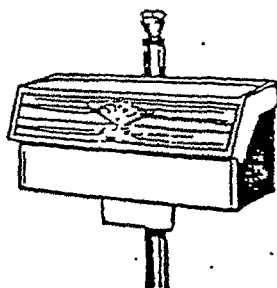


Exhibit D

**Contract Delivery Routes**

Contract delivery route customers must use an approved traditional rural-type or contemporary design box as new or replacement boxes.

**General Requirements**

The placement of mailboxes on both rural and contract routes must be safe and convenient for carriers. The boxes must be on the right-hand side of the road in the carrier's travel direction so they can deliver mail without leaving their conveyance.

This rule especially applies where traffic conditions make it dangerous for the carrier to drive to the left in order to reach the boxes, or when doing so would constitute a violation of traffic laws and regulations (apartment house or other multiple dwellings can be exempted from this rule as described in DMM 156.312).

On new rural routes, all boxes must be on the right-hand side of the road in the direction of the route line of travel. Box placement must conform with state laws and highway regulations. Rural carriers are subject to the same traffic laws and regulations as other motorists. Customers must remove obstructions, including vehicles, trash cans, and snow, that impede efficient delivery. Except when a box is temporarily blocked, carriers must have access to the box without leaving the vehicle unless authorized to dismount.

**Mailbox Supports**

Supports for mailboxes should be of adequate strength and size to support the box properly. However, customers should avoid using massive mailbox supports that, when struck, could damage vehicles and cause serious injury to vehicle occupants. Heavy metal posts, concrete posts, and miscellaneous items of farm equipment, such as milk cans filled with concrete, are examples of potentially dangerous supports. The ideal support is an assembly that bends or falls away from a striking vehicle. DMM sections 156.531, 156.54, 157.32c, and 157.4 specify postal regulations regarding construction and placement of mailboxes and supports on rural and highway contract routes.

The Federal Highway Administration (FHWA) has determined that mailbox supports no larger than 4 inches by 4 inches or a 4½-inch diameter wood post or a 2-inch diameter standard steel or aluminum pipe, buried no more than 24 inches, should safely break away if struck by a vehicle. The mailbox must also be securely attached to its post to prevent separation when struck. Exhibits E and F on page 12 are detailed examples of mailbox mountings and supports suggested by the FHWA. Boxes and supports should also be painted and free from rust.

**NDCBUs and All-Weather Parcel Lockers**

During Mailbox Improvement Week, postmasters/managers or their designees should also review Neighborhood Delivery and Collection Box Units (NDCBUs) and All-Weather Parcel Lockers in their delivery area to identify any hazards or irregularities. Exhibit G on page 13 is a suggested format for use in conducting the review. Results of the review should be recorded.

Employees conducting the review must complete Form 1624, *Delivery and Collection Equipment Work Request*, for any equipment that poses a safety hazard to postal customers or employees. Use Form 7380, *MDC Supply Requisition*, to request Form 1624 from the material distribution centers.

**Equipment Review Procedure**

Employees should use the NDCBU and parcel locker Equipment Checklist and Followup Review Procedure, Exhibit G, when examining the condition of NDCBU and parcel locker equipment. This exhibit may be reproduced locally. They should:

1. List the unit location, type, and manufacturer in the left-hand column (omit manufacturer if all items are in order).

2. Assign each checklist item one of the following ratings:

OK—Equipment does not need attention for this item.

X—Equipment needs attention for this item.

NA—Item does not apply to this particular piece of equipment.

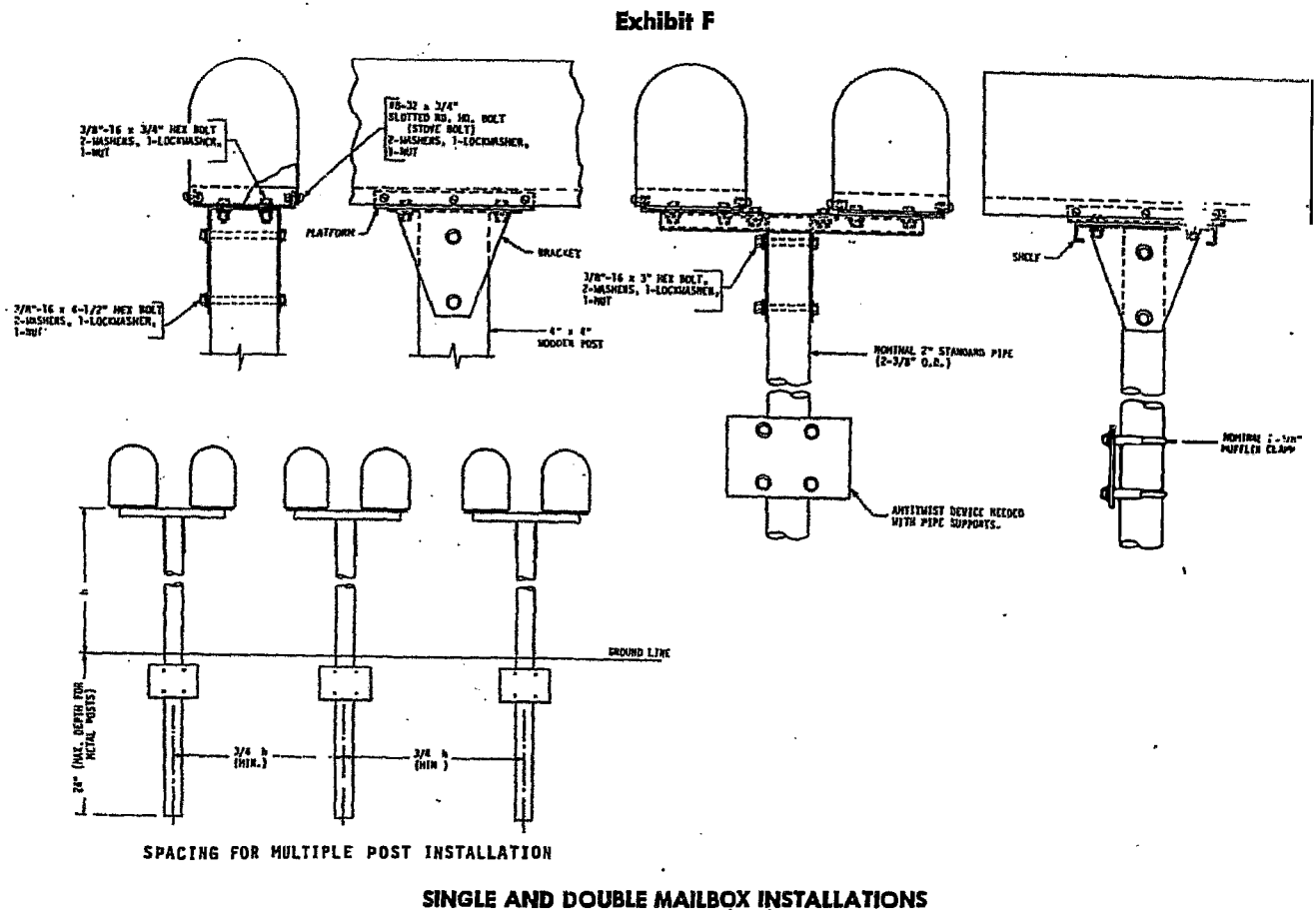
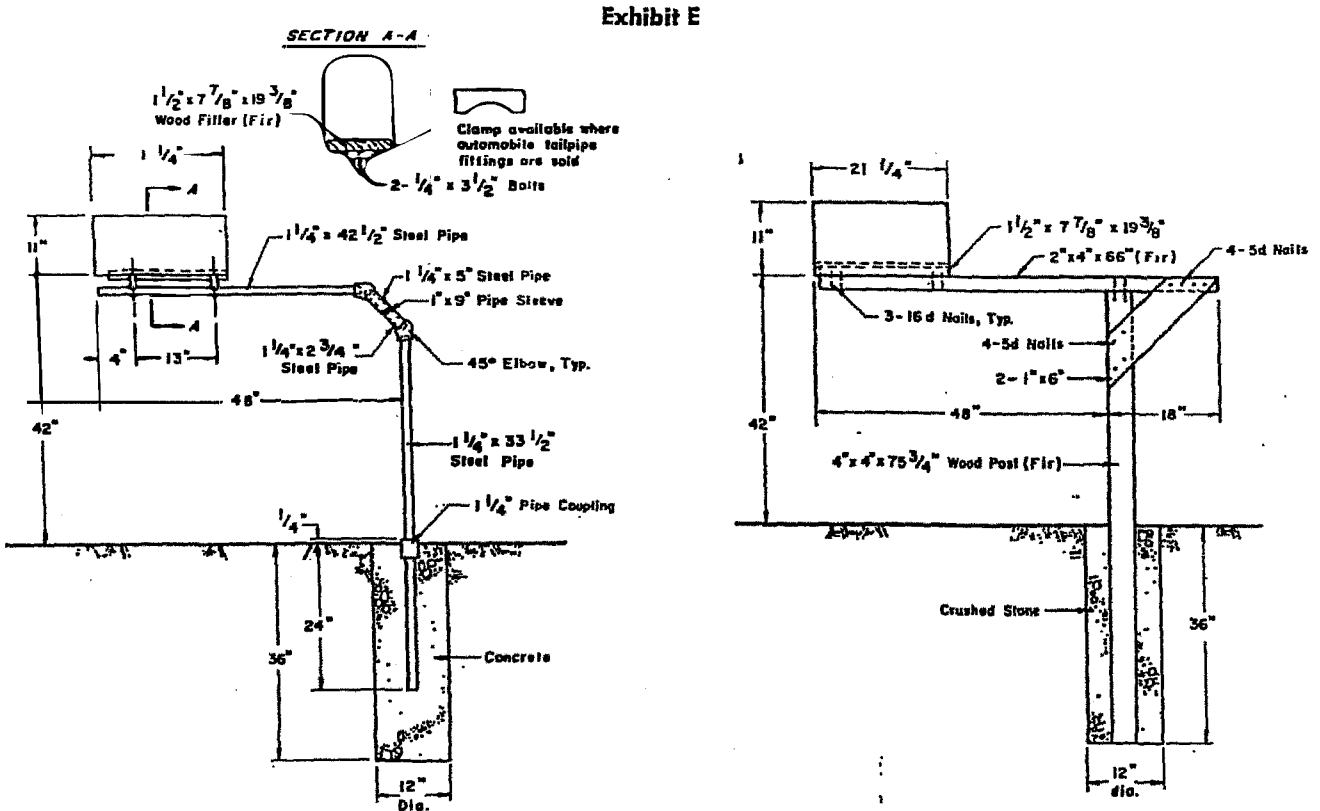
3. Examine the following items and annotate Exhibit G:

a. Equipment should be straight, vertical, and firmly mounted. Attempt to shake the unit; it should not move. If equipment is not firmly mounted, note whether it is the connection at ground level that is loose or the pedestal to customer compartments connection that needs attention.

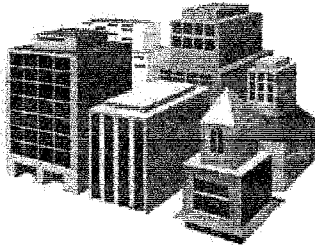
b. Check visible welds. Make note of cracked, broken, or rusted welds.

c. Observe whether the carrier access door is locked and secure. Open it and observe that it is not bowed or warped and that the door and locking bar operate smoothly. With carrier access door(s) open, notice if restraining devices prevent the door



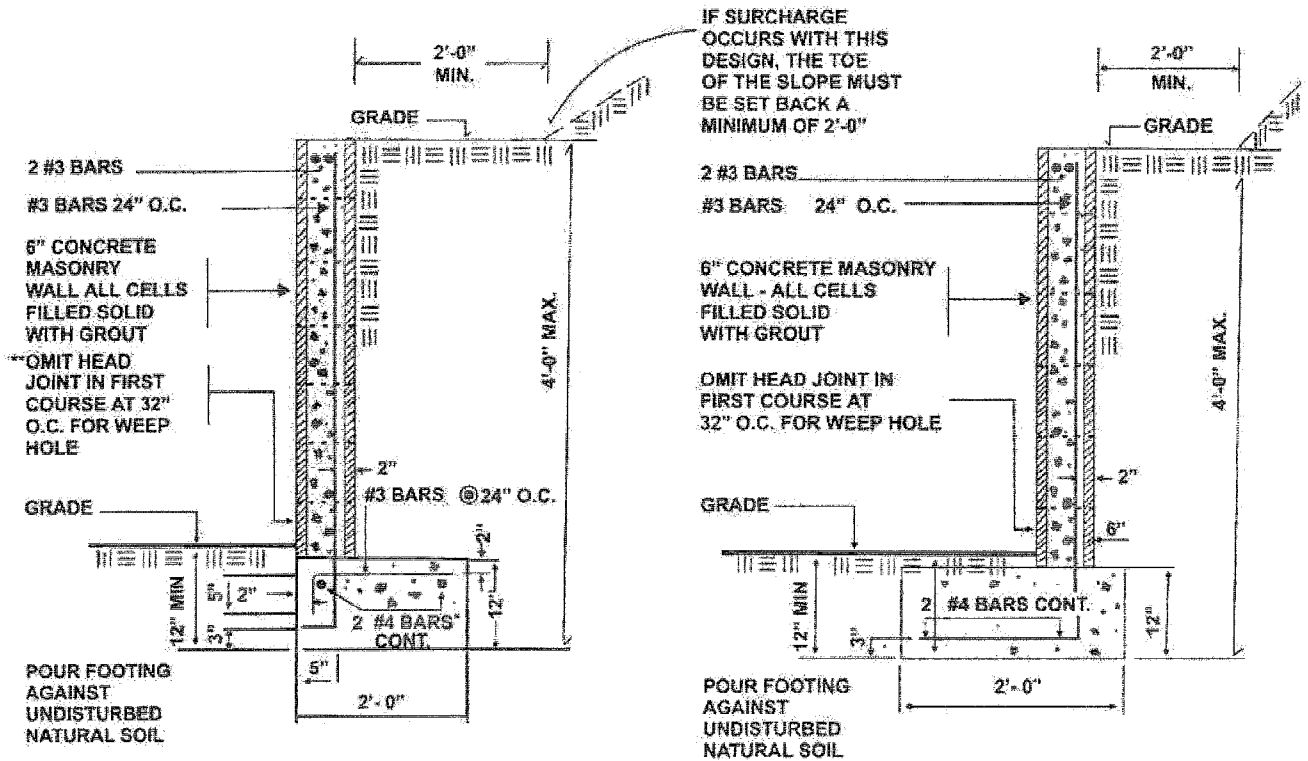






# City of Costa Mesa Building Division

## RETAINING WALLS



\*\*SUBJECT TO ADJACENT PROPERTY OWNER'S APPROVAL

### NOTES:

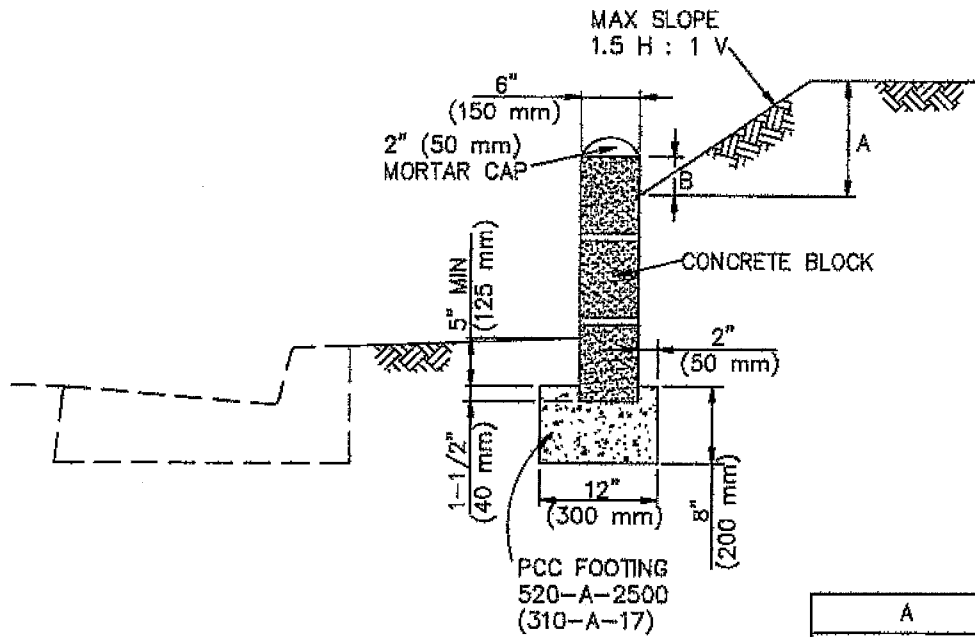
1. Retaining wall shall be grouted solid.
2. Reinforcing splices in masonry shall be lapped not less than 15", in concrete not less than 12".
3. Omit mortar at head joints of first course at 32" o.c.
4. Mortar shall be no leaner than 3 to 1.
5. Inspection required prior to grouting cells.
6. Retaining walls greater than 4'-0" in height or with surcharge loads other than shown above shall be fully engineered by a licensed engineer.
7. Retaining walls with standard concrete block walls or fences of any materials constructed above, shall be fully engineered by a licensed engineer.
8. A survey of the lot may be required by the building official to verify that the structure is located in accordance with the approved plans (2001 CBC, Section 108.1).

### SPECIFICATIONS:

CONCRETE: 2500 psi at 28 days.

BLOCK: Grade N, Type 1 A.S.T.M. C-90.

REINFORCING: Grade 40 A.S.T.M. A615.



A	B
0 TO 6" (0 TO 150 mm)	2" (50 mm)
6" TO 16" (151 TO 400 mm)	4" (100 mm)
17" TO 48" (410 TO 1200 mm)	6" (150 mm)

#### NOTES

1. MAX HEIGHT OF WALL IS 3 COURSES OF 8" (200 mm) HIGH BLOCK.
2. NO LIVE-LOAD SURCHARGE SHALL BE ALLOWED ON RETAINED SOIL.
3. POUR FOOTING AGAINST UNDISTURBED EARTH.
4. TOP OF FOOTING MAY BE PLACED AT SAME GRADE AS STREET IF STREET GRADE IS UNIFORM AND 5% MAX.
5. PLACE CONCRETE BLOCKS IMMEDIATELY AFTER POURING THE FOOTING. FILL ALL CELLS SOLID WITH GROUT AND ROD SO THAT GROUT IS MONOLITHIC WITH FOOTING.
6. IN FIRST COURSE ABOVE FINISHED GRADE, OMIT MORTAR FROM VERTICAL JOINTS EACH 32" (800 mm) TO SERVE AS WEEP HOLES.

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

FORMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1983  
REV. 1986, 2005, 2008, 2010

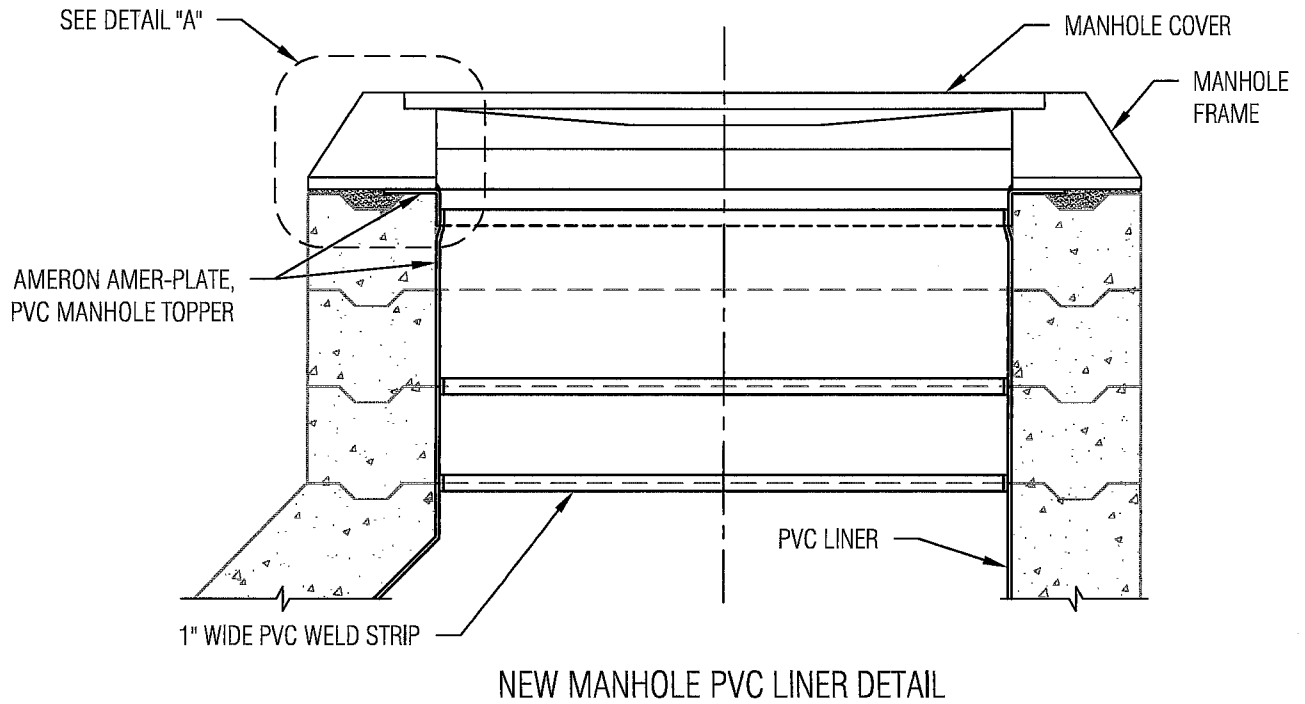
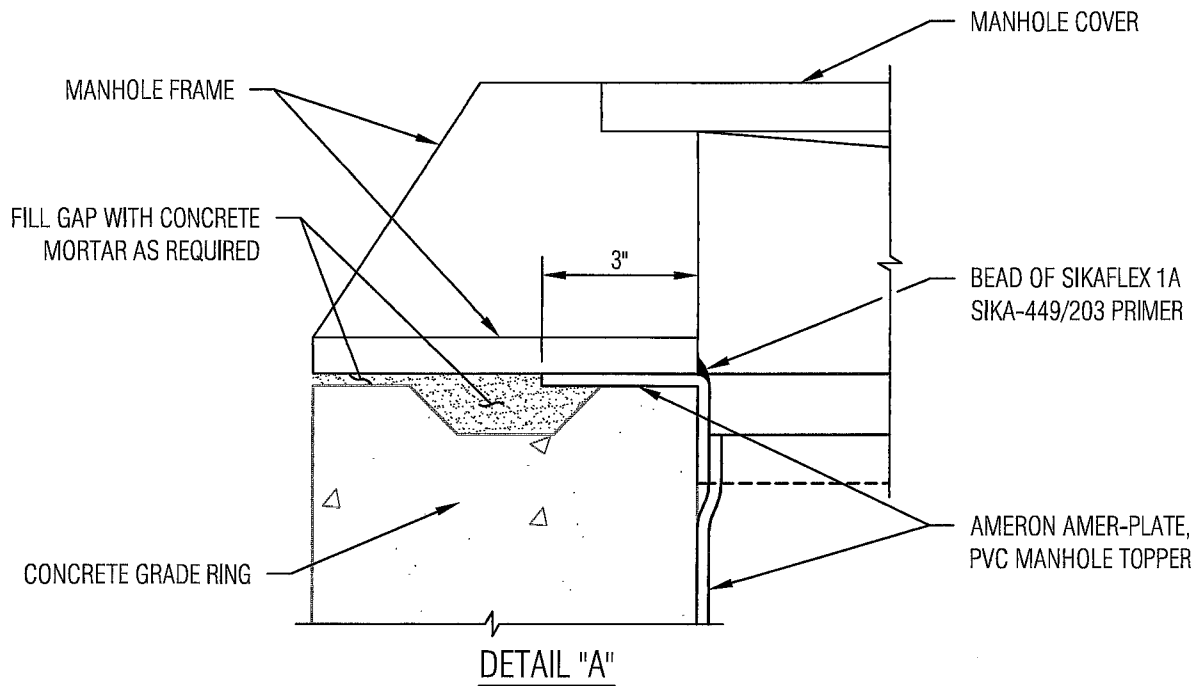
## CONCRETE BLOCK SLOUGH WALL

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

622-4

SHEET 1 OF 1

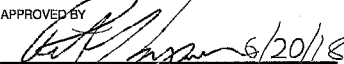


**NOTES:**

1. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO ONE-EIGHTH INCH HIGH.
2. ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
3. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK SETTING CONCRETE FOR COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
4. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
5. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

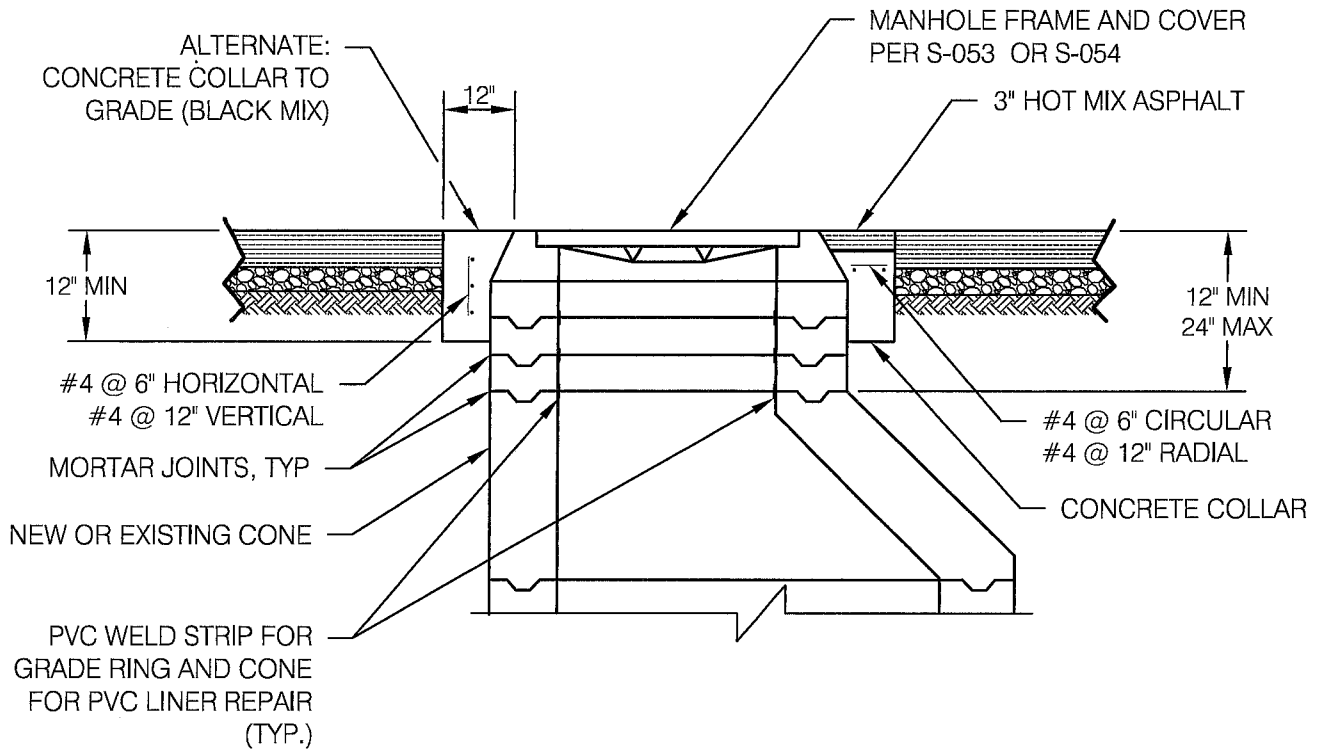
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 DATE: May 15, 2019 8:42am

1	EDAC	02/22/2017
NO.	APPROVED	DATE

ORANGE COUNTY SANITATION DISTRICT  
 ORANGE COUNTY, CALIFORNIA  
 APPROVED BY  
  
 DIRECTOR OF ENGINEERING DATE

**PVC LINER INSTALLATION  
 EXISTING MANHOLE  
 ADJUST TO GRADE**

NO SCALE  
 STANDARD DWG.  
**S-050A**



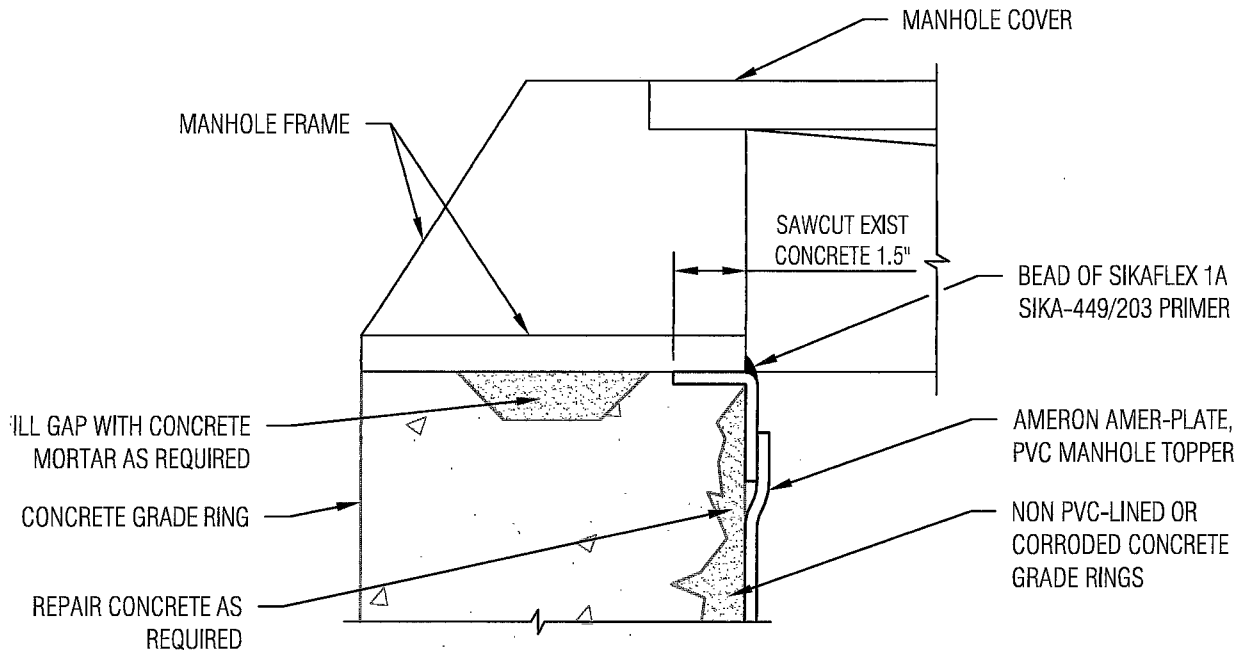
CROSS SECTION

**NOTES:**

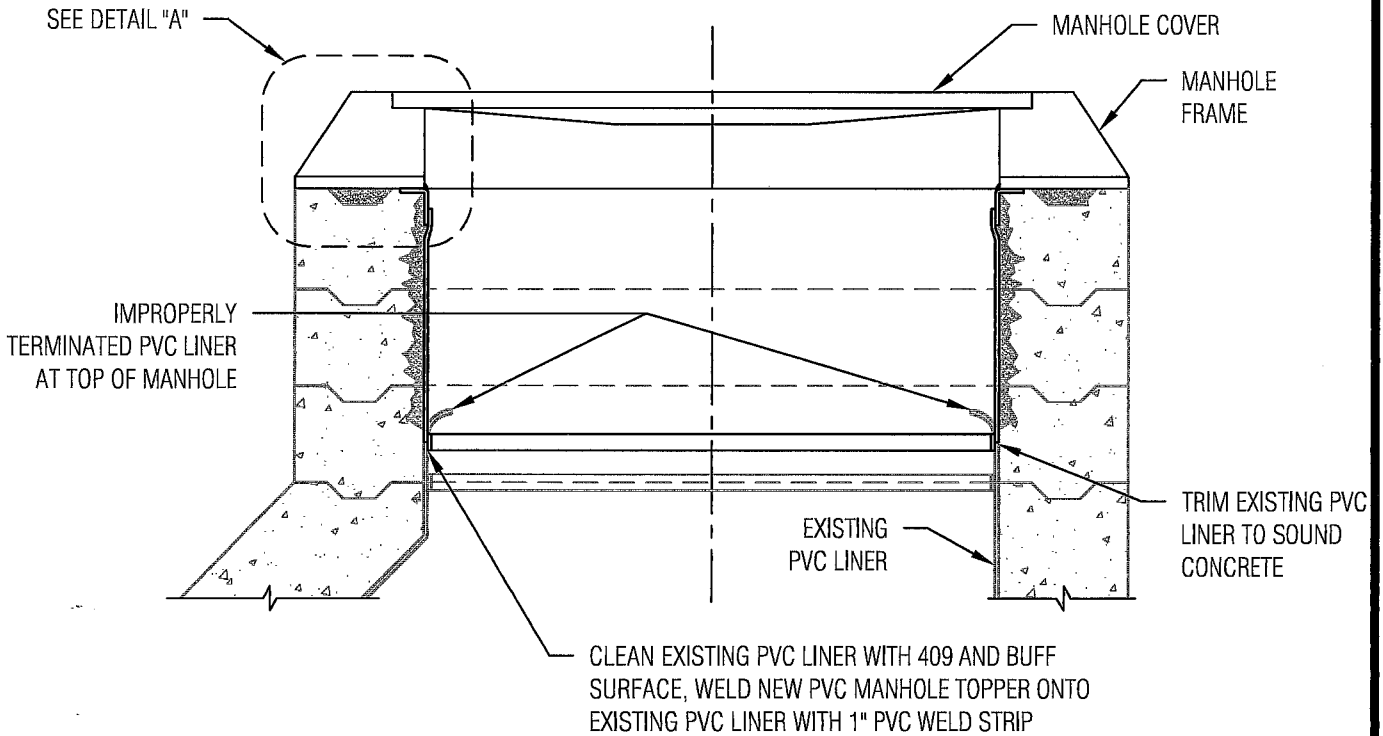
1. NEATLY REMOVE PAVEMENT AND AGGREGATE BASE AS NECESSARY TO MAKE ADJUSTMENT.
2. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO 1/8" HIGH.
3. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED LINER, AND TEST LINER FOR PINHOLES AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24".
4. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED BY GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK-SETTING CONCRETE TO FORM COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
5. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
6. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

DWG: J:\CAD Standards\WIP\WIP\_Engineering Standard Drawings\REVISED\055 - MANHOLE ADJUSTMENT TO GRADE.dwg  
 DATE: Apr 09, 2019 12:23pm

			ORANGE COUNTY SANITATION DISTRICT ORANGE COUNTY, CALIFORNIA APPROVED BY  DIRECTOR OF ENGINEERING	<b>MANHOLE ADJUSTMENT TO GRADE</b>	NO SCALE STANDARD DWG. <b>S-055</b>
1	EDAC	02/22/2017	 DATE		
NO.	APPROVED	DATE	DATE		



DETAIL "A"



EXISTING MANHOLE PVC LINER DETAIL

**NOTES:**

1. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
2. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

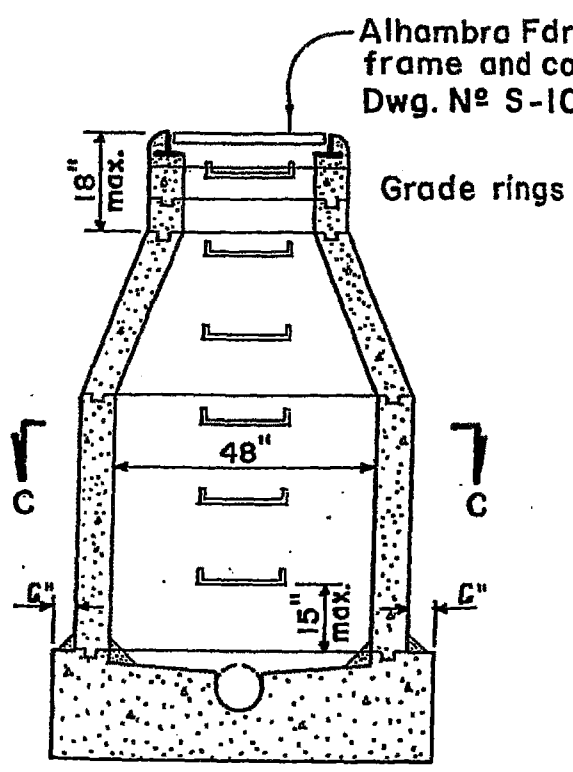
DWG: J:\CAD Standards\WIP\WIP\_Engineering Standard Drawings\REVISED\S-055A - PVC LINER REPAIR EXISTING MANHOLE.dwg  
DATE: Apr 17, 2019 10:15am

1	EDAC	02/22/2017
NO.	APPROVED	DATE

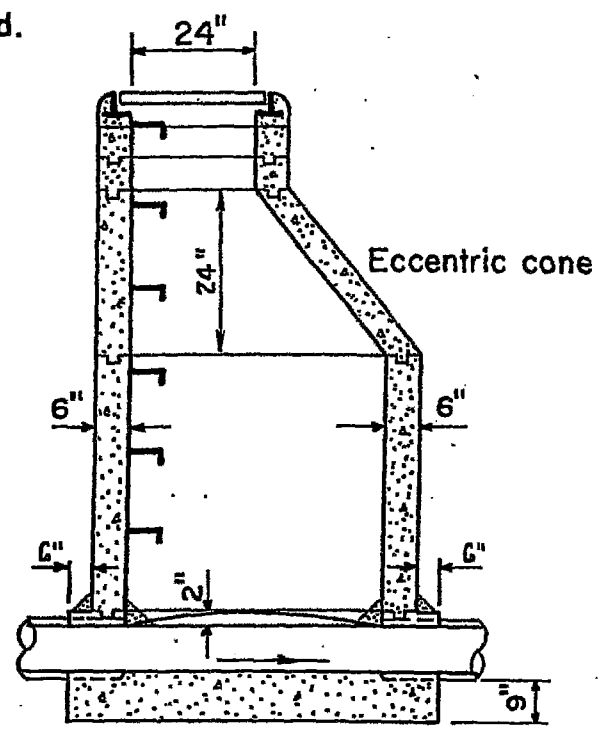
ORANGE COUNTY SANITATION DISTRICT  
ORANGE COUNTY, CALIFORNIA  
APPROVED BY  
*[Signature]*  
DIRECTOR OF ENGINEERING  
DATE: 6/20/18

**PVC LINER REPAIR  
EXISTING MANHOLE**

NO SCALE  
STANDARD DWG.  
**S-055A**

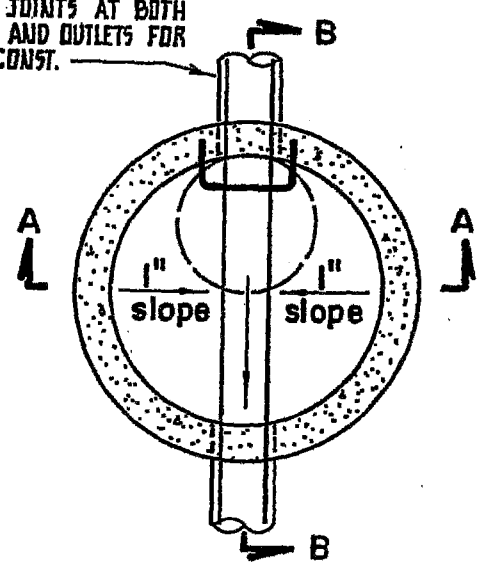


**SECTION A-A**



**SECTION B-B**

2 - 2' JOINTS AT BOTH INLETS AND OUTLETS FOR V.E.P. CONST.



**SECTION C-C**

**NOTES:**

1. Manholes shall be precast concrete as manufactured by Associated Concrete Products, Inc., or approved equal.
2. Concrete base and stub walls shall be poured in one operation to an elevation 2" above top of pipe.
3. Concrete shall be Class 5000-L-3250.
4. Depth of the channel shall equal pipe diameter for all sizes of pipe.
5. The floor of manholes shall be steel troweled.
6. Steps shall be polypropylene w/a 1/2" diameter steel core meeting ASTM A-82, ASTM C-478, ASTM type II grade 43758, 16" O.C.
7. Manhole bases must be poured against undisturbed soil.
8. Steps for manhole shall be placed upstream.
9. Mortar for joints shall be per Costa Mesa Sanitary District Std. Dwg. No. S-103.

REVISED 1/21/82

**COSTA MESA SANITARY DISTRICT**

**Standard 48" I.D. Manhole**

Date: 6-18-82

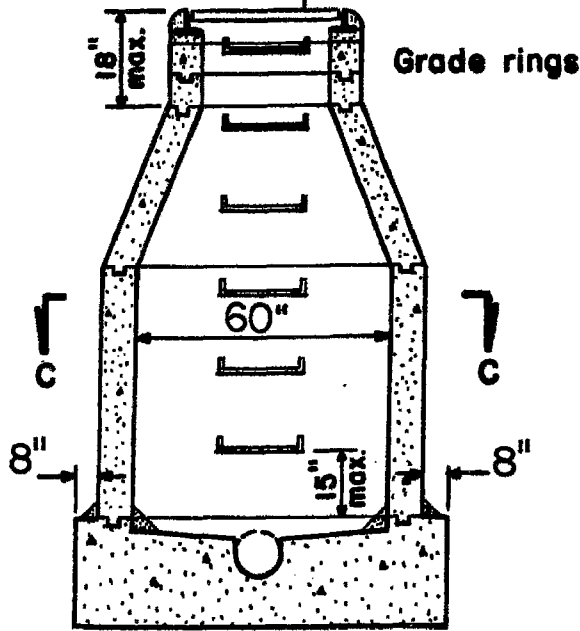
Approved: *H. B. Hoover*

District Engineer - R.C.E. 31720

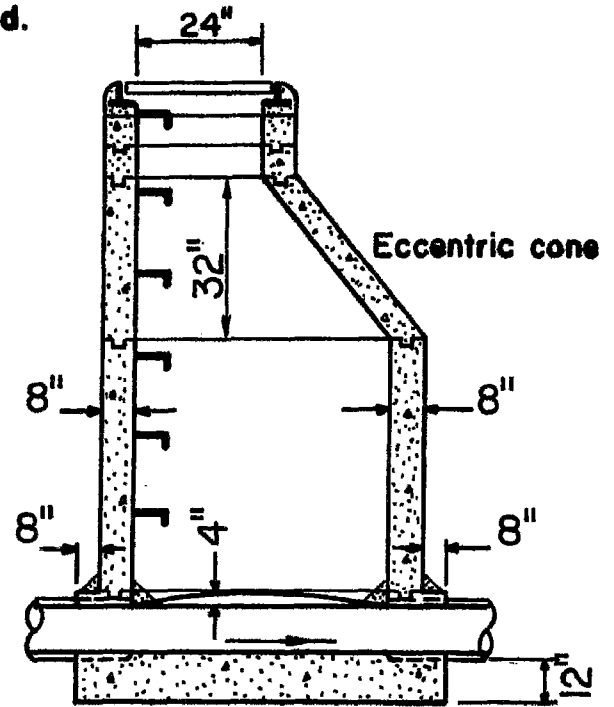
Drawing N°: **S-100**



Alhambra Fdry. A-1270  
frame and cover per Std.  
Dwg. N<sup>o</sup> S-105

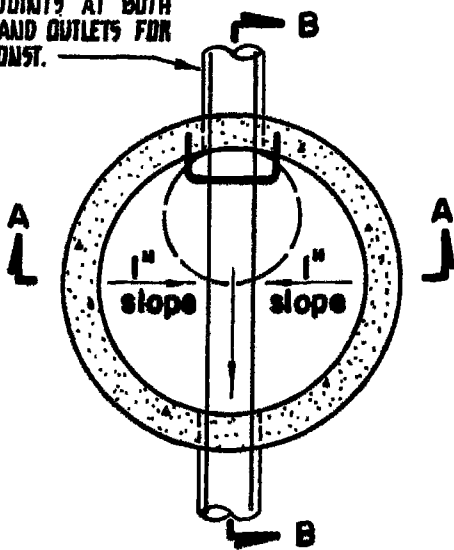


**SECTION A-A**



**SECTION B-B**

2 - 2' JOINTS AT BOTH  
INLETS AND OUTLETS FOR  
V.C.P. CONST.



**SECTION C-C**

**NOTES:**

1. Manholes shall be precast concrete as manufactured by Associated Concrete Products, Inc., or approved equal.
2. Concrete base and stub walls shall be poured in one operation to an elevation 4" above top of pipe.
3. Concrete shall be Class 560-C-3250.
4. Depth of the channel shall equal pipe diameter for all sizes of pipe.
5. The floor of manholes shall be steel troweled.
6. Steps shall be polypropylene with 1/2" diameter steel core meeting ASTM A-82, ASTM C-478, ASTM type II grade 43758, 16" o.c.
7. Manhole bases must be poured against undisturbed soil.
8. Steps for manhole shall be placed upstream.
9. Mortar for joints shall be per Costa Mesa Sanitary District Std. Dwg. No. S-103.

**COSTA MESA SANITARY DISTRICT**

**Standard 60" I.D. Manhole**

Date:

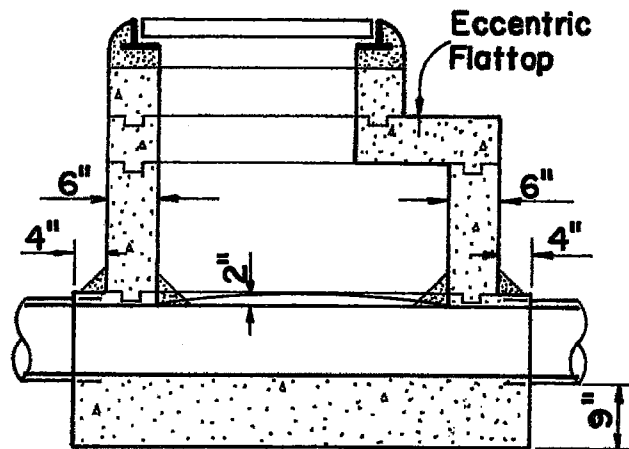
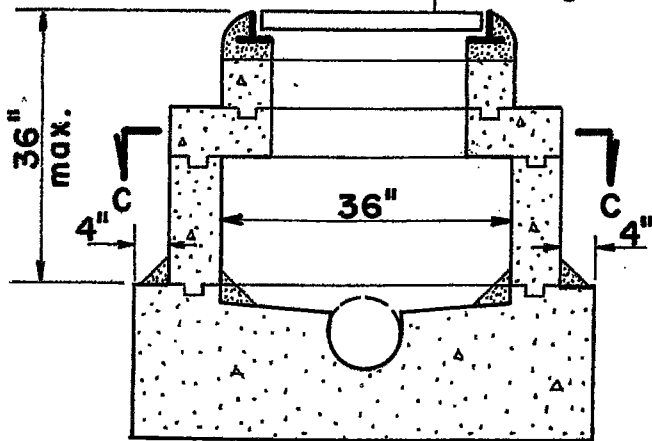
Approved:

*Robin B. Howe*

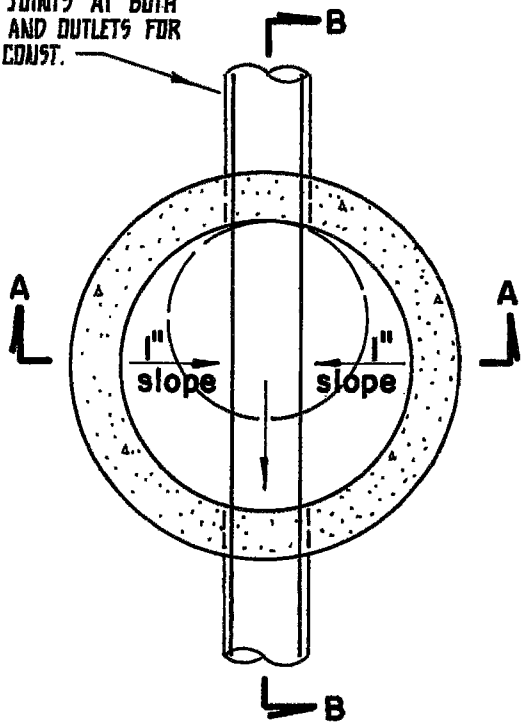
District Engineer - R.C.E. 31720

Drawing N<sup>o</sup>: S-100-A

Alhambra Fdry. A-1270  
frame and cover per Std.  
Dwg. N<sup>o</sup> S-105



2 - 2' JOINTS AT BOTH  
INLETS AND OUTLETS FOR  
V.C.P. CONJST.



**NOTES:**

1. Manholes shall be precast concrete as manufactured by Associated Concrete Products, Inc., or approved equal.
2. Concrete base and stub walls shall be poured in one operation to an elevation 2" above the top of pipe.
3. Concrete shall be Class 5000-C-3250
4. Depth of the channel shall equal the pipe diameter for all sizes of pipe.
5. The floor of the manhole shall be steel troweled.
6. Manhole bases must be poured against undisturbed soil.
7. Mortar for joints shall be Costa Mesa Sanitary District Std. Dwg. No. S-103.

**COSTA MESA SANITARY DISTRICT**

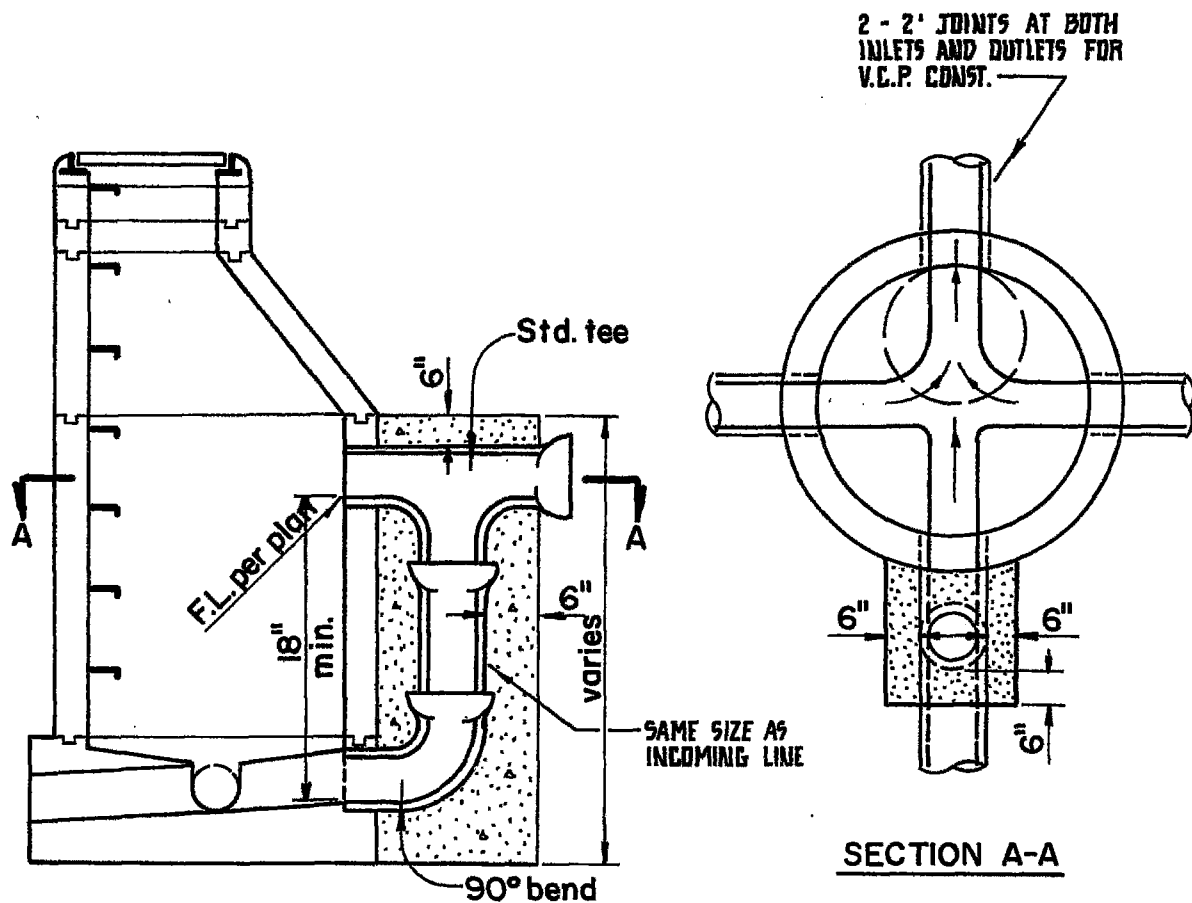
**Standard 36" I.D. Manhole**

Date: 6-18-82

Approved:

District Engineer - R.C.E. 31720

Drawing N<sup>o</sup>: S-101



**NOTES:**

1. Manhole construction shall conform to Costa Mesa Sanitary District Std. Dwg. No. S-100.
2. Concrete encasement shall be Class **560-C-3250**
3. Encasement shall be poured against undisturbed soil, or temporary forms to the dimensions shown above.
4. V.C.P. sewer pipe shall not protrude into manholes.
5. Steps for drop manholes shall be installed downstream.
6. DROP MANHOLE TO BE USED WHEN SLOPE OF INCOMING MAIN EXCEEDS 10%.

**COSTA MESA SANITARY DISTRICT**

**Standard Drop Manhole**

Date: 6-18-82

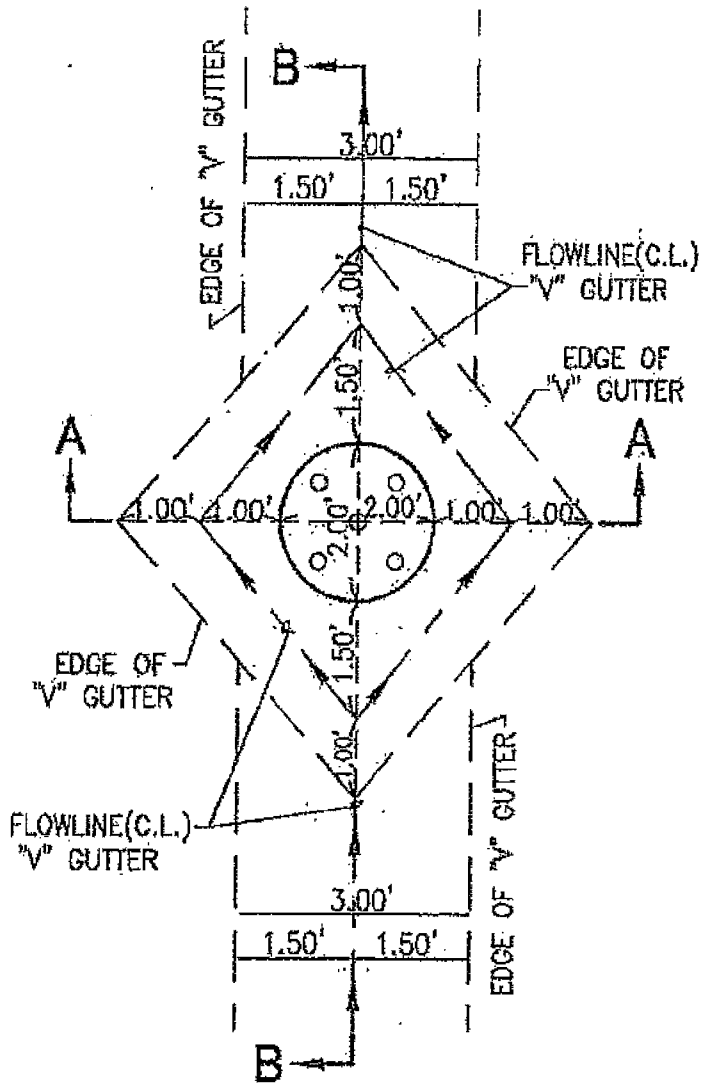
Approved:

*Robert B. House*

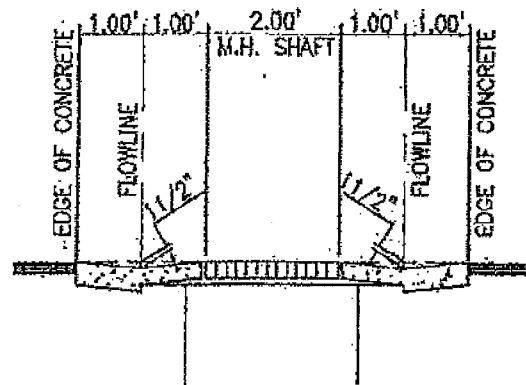
District Engineer - R.C.E. 31720

Drawing No: **S-102**

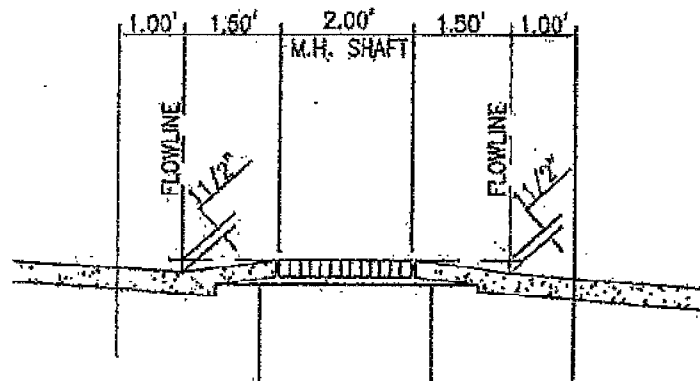




**PLAN**



**SECTION A-A**



**SECTION B-B**

**COSTA MESA SANITARY DISTRICT**

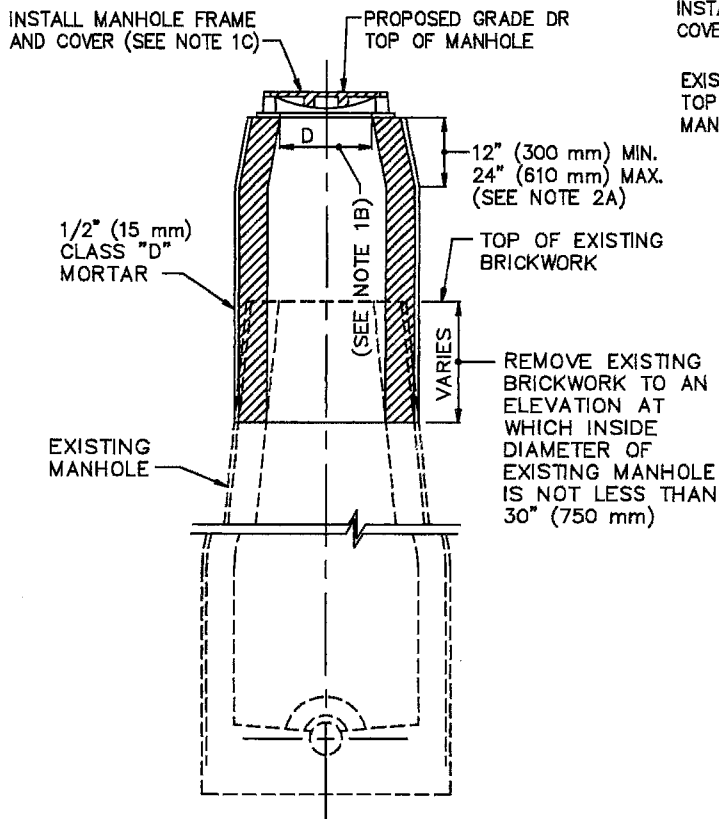
**RAISED SEWER MANHOLE  
IN ALLEY GUTTER**

Date: 7/21/2010

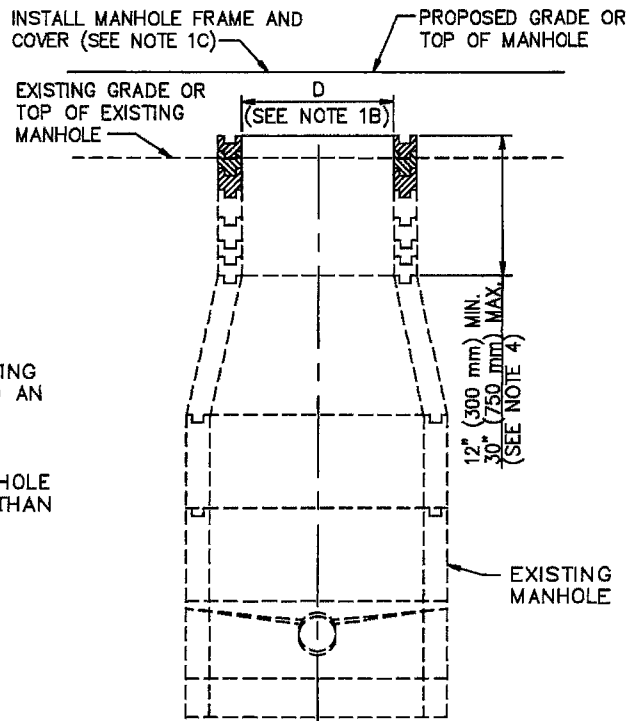
Approved: *[Signature]*

District Engineer R.C.E. 31720

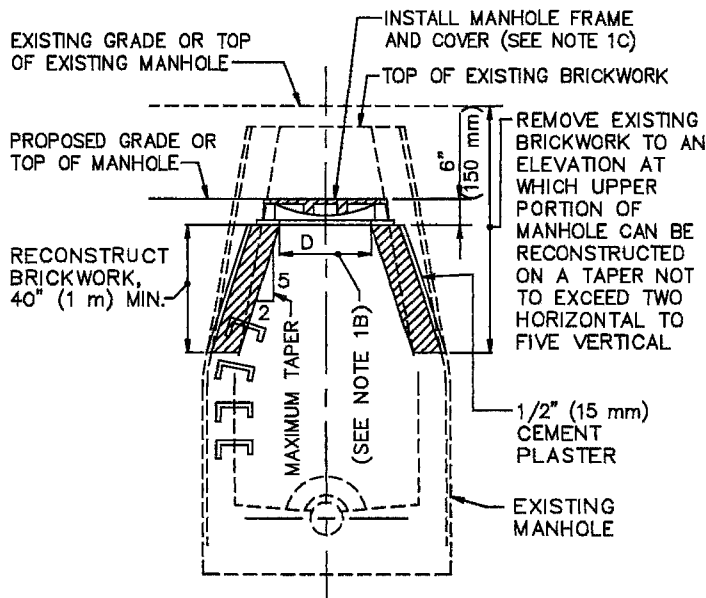
Drawing No. S-105-A



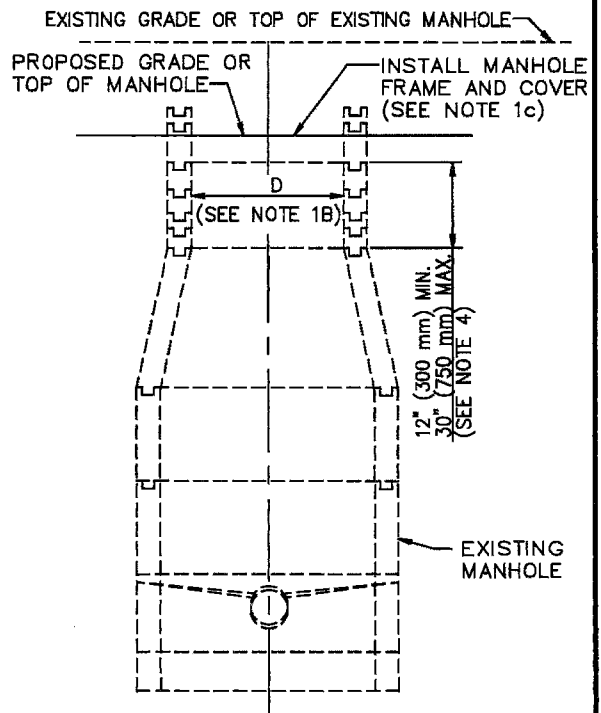
RAISING EXISTING BRICK MANHOLES



RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES



LOWERING EXISTING BRICK MANHOLES



LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

BRICK MANHOLES

PRECAST CONCRETE SEWER MANHOLES

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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

**SEWER MANHOLE ADJUSTMENT**

STANDARD PLAN

**205-2**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 3

NOTES:

1. GENERAL

- A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.
- B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.
- D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.

2. RAISING EXISTING BRICK MANHOLES

- A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.
- B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.

3. LOWERING EXISTING BRICK MANHOLES

- A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.

4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES

- A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).
- B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

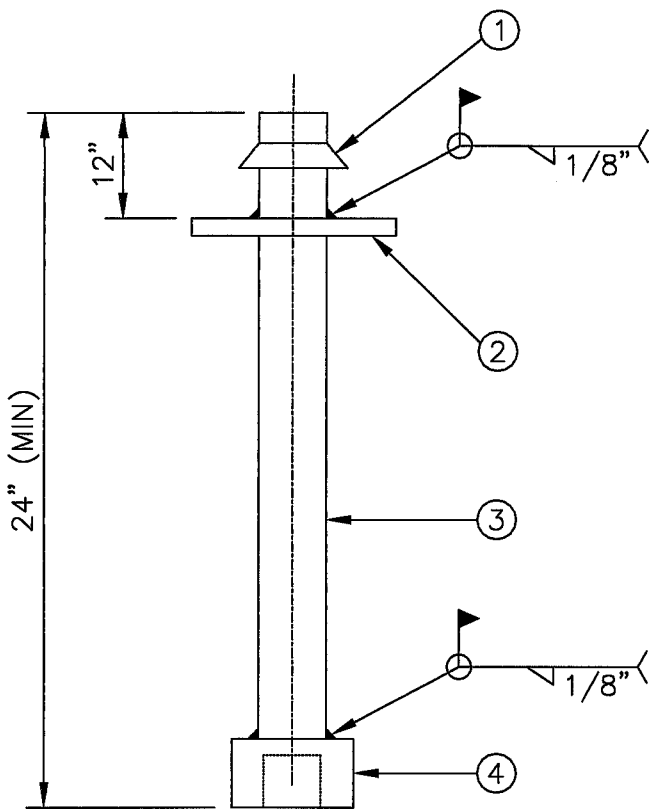
5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

- A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.
- B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.
- C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTING MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.

6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT  
UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:

- A. THE MAXIMUM ID OF SEWER PIPE CONNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).
- B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.
- C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.





- ① A.W.W.A. 2" SQUARE OPERATING NUT
- ② 5" DIA. x 3/16" SPACER PLATE 12" BELOW TOP OF OPERATING NUT
- ③ 1 1/4" ROUND OR SQUARE STOCK (PINNED COUPLERS ARE NOT ALLOWED)
- ④ SOCKET FOR 2" SQUARE OPERATING NUT

NOTES

1. PROVIDE VALVE STEM EXTENSION WHEN DEPTH TO TO VALVE NUT EXCEEDS 48" INCHES (FABRICATE EXTENSION TO FIELD MEASUREMENT – SEE NOTE 2)
2. NO VALVE STEM EXTENSION SHALL BE LESS THAN 24" IN LENGTH. TERMINATE EXTENSION 24" TO 30" FROM FINISHED GRADE.
3. PROVIDE ADDITIONAL SPACER PLATE WHEN DISTANCE TO BOTTOM SOCKET EXCEEDS 5 FEET.

VALVE STEM EXTENSION

mcwdf#15.dwg 04/02/2018

MESA WATER DISTRICT	VALVE EXTENSION	DRAWN BY: RJW	STANDARD DRAWING  <b>15</b>
		DATE: APR 2018	

***SECTION “G”***

**APPENDIX “C”**

**COMMUNITY WORKFORCE  
AGREEMENT**

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN THE

CITY OF COSTA MESA

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS

SIGNING THIS AGREEMENT

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## COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement (“Agreement”) is entered into effective as of February 1, 2022, by and between the City of Costa Mesa, a municipal corporation (“City”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Trades Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the procedures for the City, Contractors, and craft employees represented by the Unions and engaged in Project Work. The City, Trades Council, and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

It is understood by the Parties to this Agreement that for the duration of this Agreement, the City agrees that all Project Work (as defined in Section 2.2.) will be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement by signing a Letter of Assent (a form of which is attached as “Attachment A”), and to require each of its subcontractors, of whatever tier, to become so bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for those Project Work contracts to be awarded by the City.

It is further understood that the City shall actively administer and facilitate the enforcement of the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties. The City shall therefore designate a “CWA Administrator,” either from its own staff or an independent contractor, to serve as the City’s liaison for Contractors and Unions; to monitor compliance with this Agreement; to assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

### RECITALS

WHEREAS, the City desires to obtain construction, maintenance, repair, abandonment, relocation, and related services in connection with public contracting of its Capital Improvement Program (CIP); and

WHEREAS, the public interest, local economy, and general welfare are best served if the CIP activities are implemented without disruption due to labor disputes; and

WHEREAS, Construction Contracts entered into by the City and Contractors will be awarded in accordance with applicable provisions of the Municipal Code of the City of Costa Mesa to the lowest responsive and responsible bidder subject to a competitive bidding process, the California Public Contract Code and Labor Code, including but not limited to payment of prevailing wages; and

WHEREAS, staff has been requested to evaluate a Community Workforce Agreement with the Trades Council that includes the benefits of hiring local residents and other priority groups to perform such capital improvements.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1  
DEFINITIONS

Section 1.1 “Agreement” or “CWA” means this Community Workforce Agreement.

Section 1.2 “Apprentice” means those craft employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 “Construction Contract” or “Construction Contracts” means those contracts entered into by the City, for the construction of Project Work as specified in Section 2.2.

Section 1.4 “Contractor” means any individual firm, partnership, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City including any Subcontractors of any tier, with respect to Project Work under this Agreement.

Section 1.4.1 “General Construction Contractor” or “GCC” means a prime Contractor retained directly by the City to perform Project Work and has entered into a Construction Contract.

Section 1.4.2 “Subcontractor” means a Contractor who is retained by a GCC, or another lower tier Contractor, to perform Project Work.

Section 1.5 “City” means the City of Costa Mesa, a municipal corporation.

Section 1.6 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally bind such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form of which is attached hereto as “**Attachment A.**”

Section 1.8 “CWA Administrator” means the City’s authorized representative who will be the primary liaison between the City, Contractors, and the Unions; responds to inquiries about the CWA; monitors compliance with the CWA, and develops and implements programs set forth in the CWA.

Section 1.9 “Project”, “Project Work” or “City Project” means the work administered through the City of Costa Mesa Public Services Department, subject to the State of California public contracting laws, authorized by the City Council pursuant to a Construction Contract entered into by the City, and as further described in Section 2.2.

Section 1.10 “Master Labor Agreements” means the local collective bargaining agreements of the signatory Unions having geographic and trade jurisdiction over the Project Work and which have signed this Agreement.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.12 “Local Hires” means individuals identified in Section 3.5, prioritized as set forth therein, who are employed by Contractors as craft employees to perform Project Work and have priority in being dispatched by the respective Unions.

Section 1.13 The use of masculine, feminine or neutral gender or titles in this Agreement should be construed as including all genders and gender neutral, and not as gender limitations, unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply to Project Work, as defined in Section 2.2, performed by those Contractor(s) of whatever tier that are performing work pursuant to Construction Contracts awarded for such work by the City.

Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:

2.2.1 All construction and major rehabilitation work awarded to a GCC, inclusive of the GCC’s Subcontractors, listed on the Projects List (**Attachment F**) are covered by the terms and conditions of this Agreement, including Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) hired by a Contractor, pursuant to a Construction Contract for one of the Projects identified in **Attachment F**, who are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft. This shall also specifically include such work where it is referred to by utilization of such terms as “quality control” or “quality assurance.”

2.2.2 The City may, at any time and at its sole discretion, add additional projects to be performed under this Agreement. The City may remove projects from Attachment F that do not move forward due to funding limitations, legal constraints, City priorities, or other factors that impact the feasibility of the Project. In the instance of the City, the Public Services Director or designee has the authority to approve such additions, modification, and deletions to **Attachment F**. If the City removes a Project from the Project List, and subsequently determines, in its sole discretion, to move forward with that same Project, that Project shall be added to the Project List.

Section 2.3 Bundling of Contracts

2.3.1 The City, in its sole discretion, may seek to group (or “bundle”) for bidding, projects not identified on the Project List. Projects not identified on the Project List may include

like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, which may be considered for such bundling, consistent with City needs, economies of scale, and the purposes of this Agreement.

232 Project Work will not be intentionally split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Applicability This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

2.5.1 Work of non-manual employees, including but not limited to: superintendents; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Equipment and machinery owned, controlled, and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, the movement of materials or goods between a Project site and lay down or storage areas for equipment and materials dedicated solely to the Project are within the scope of this Agreement;

2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to, architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement.

2.5.5 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by Federal, state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.5.7 Work by employees of a manufacturer or vendor supervising the work of craft employees under this Agreement, necessary to maintain such manufacturer's or vendor's warranties or guaranty;

2.5.8 Non-construction support services contracted by the City or City consultants in connection with a Project;

2.5.9 Laboratory work for testing or other environmental, permitting, or regulatory



compliance requirements.

2.5.10 All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of ready-mixed concrete, and the off-hauling of refuse from a public works site to an outside disposal location shall be covered by this Agreement.

2.5.11 Coverage Exception This Agreement shall not apply if the City receives or is reasonably anticipated to receive funding or assistance from any Federal, State, local or other public entity for the Project if a requirement, condition or other term of receiving that funding or assistance is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. This provision shall not apply to Projects awarded prior to the City's application and/or receipt of such funding or assistance, so long as this Agreement does not jeopardize such funding or assistance.

## Section 2.6 Awarding of Contracts for Project Work

2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded Project Work covered by this Agreement.

2.6.2 It is agreed that all GCCs that have been awarded Construction Contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of any Project Work. At the time that any GCC enters into a subcontract with any Subcontractor of any tier providing for the performance of Project Work, the GCC shall provide a copy of this Agreement to said Subcontractor and shall require the Subcontractor, as a part of accepting the award from the GCC, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of Project Work. No GCC or Subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

## Section 2.7 Master Labor Agreements

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to all Contractors performing Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Contractors performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such Master Labor Agreements, in which event the provisions of this Agreement

shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Article 7 - Work Stoppages and Lock-Outs, Article 8 - Work Assignments and Jurisdictional Disputes, and Article 10 - Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later third party agreement shall be deemed to have precedence over this Agreement unless signed by all party's signatory hereto who are then currently employed or represented at the Project. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on a Project shall be resolved under the procedures established in Article 10.

272 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of each prime Contractor/GCC to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate craft Union prior to the Subcontractor beginning work on Project Work.

Section 2.8 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.9 Other City Work Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 2.11 Completed Project Work As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor

is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City under the original contract.

ARTICLE 3  
UNION RECOGNITION AND CRAFT EMPLOYMENT

Section 3.1 Recognition The Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of craft labor employed on the Project Work except as may otherwise be provided for in this Agreement. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined in Section 3.8 below.

Section 3.2 Contractor Selection of Craft Employees The Contractor shall have the right to determine the competency of craft employees, the number of craft employees required, the duties of such craft employees within their craft jurisdiction, and shall have the sole responsibility for selecting craft employees to be laid off, consistent with Section 3.3 and Section 4.3 of this Agreement. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Article 6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified craft workers through the procedures identified in this Agreement.

Section 3.3 Referral Procedures

331 For signatory Unions now having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with Federal, State, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Hires on Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

332 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and others designated by the City, to identify and refer competent craft workers as needed for Project Work, and to identify and hire individuals, particularly Local Hires, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft workers for Project Work to be undertaken by the City.

333 The Union shall not knowingly refer a craft employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Craft Employment, and Construction Contracting The Unions and Contractors agree that they will not discriminate against any craft employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, gender identity, gender expression, pregnancy, national origin, age, membership in a labor organization, sexual orientation, political affiliation, genetic information, medical condition, marital status or disability.

### Section 3.5 Employment of Local Hires

3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Hires to fulfill the requirements of the Contractors. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties agree to support the hiring of Local Hires for Project Work as further described in this Section 3.5.

3.5.1.2 Towards that end, the Parties hereby establish a goal that 35% of all construction labor hours worked on the Project shall be from the City and the communities surrounding Project Work, Veterans, graduates from the Building Trades multi-craft core curriculum and graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, in the following order: first, area residents residing within those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, Veterans, regardless of their residency, primarily through, but not limited to, the Helmets to Hardhats program further described in Section 3.7, third, graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, fourth, graduates from the Building Trades multi-craft core curriculum, and fifth, area residents residing within the remainder of the U.S. Postal Service zip codes for Orange County, as attached hereto in "Attachment B." For dispatch purposes, employees described in this Section 3.5.1.2 shall be referred to as "Local Hires."

3.5.1.3 Separate and apart from the required 35% threshold for Local Hires, the Unions shall establish referral mechanisms to ensure the recruitment, training and placement of Transitional Workers into pre-apprenticeship and apprentice programs, with a goal of 10% of such Transitional Workers being placed from such programs. "Transitional Workers" means an individual who, prior to commencing work on the project, faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having experience with the criminal justice system; (6) suffering from chronic unemployment; and (7) emancipated from the foster care system.

3.5.2 The Unions agree to support pre-apprentice referral programs in the City or County of Orange. Further, the Unions agree to place on their referral rolls or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work

opportunities for Local Hires. Additionally, Unions agree to collaborate with local non-profit organizations and high schools whose attendance boundaries include any portion of Costa Mesa, Orange Coast Community College, and any trade schools located in or around the City of Costa Mesa to inform individuals about career opportunities through apprenticeships and to conduct joint outreach to recent graduates through participation in job fairs or other career events.

**Section 3.6 Requirements on Contractors** To facilitate the dispatch of Local Hires, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for Project Work, a sample of which is attached as "**Attachment C.**" When Local Hires are requested by Contractors, the Unions will refer such craft workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

**Section 3.7 Helmets to Hardhats** The City, Contractor, and the Unions recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The City, Contractor, and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.7.1 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on Project Work and the associated apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

### **Section 3.8 Core Employees**

3.8.1 Contractors that are not independently signatories to a Master Labor Agreement with the Union(s) that represent the craft employees which the Contractor employs, may hire, as needed, first, a member of his/her core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed by the Contractor, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

382 The core work force is comprised of those craft employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by State or Federal law for the portion of the Project Work to be performed by them; and, who have the ability to safely perform the basic functions of the applicable trade.

383 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (e.g., payroll records, quarterly tax records, and such governmental documentation) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Trades Council.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of craft employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees, as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to craft employees performing Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California

will be excluded from the calculation.

#### ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of craft employees and further provided that such representatives shall notify the person charged with on-site projectsupervision and fully comply with posted visitor, security and safety rules.

#### Section 4.2 Stewards

4.2.1 Each signatory Union shall have the right to dispatch a working journeyperson as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as a craft employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the craft employee's appropriate supervisor. Each steward should be concerned only with the craft employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the craft employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her/their Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint, such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

ARTICLE 5  
WAGES AND BENEFITS

Section 5.1 Wages All craft employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors that are direct signatories to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits

5.2.1 Contractors shall pay contributions to the established craft employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all craft employee-authorized deductions in the amounts designated in the appropriate Master Labor Agreement, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors that are direct signatories to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor is required to certify under penalty of perjury and provide that certification to the CWA Administrator, who may conclusively rely on such certification, that it has paid all benefit contributions due and owing to the appropriate trust(s). Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any GCC or Subcontractor who is delinquent in such payments to assure that proper benefit contributions are made.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to Project Work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6  
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Section are applicable unless otherwise provided in the applicable prevailing wage determination, construction contract neighborhood-friendly policies, as described in the Project specifications, or



are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Craft employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool-box or equipment at the employee's assigned work location or the place where the foreman gives instructions. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

#### Section 6.4 Shifts and Alternate Work Schedules

6.4.1 The Parties recognize the economic impact for Project Work being undertaken by the City and agree that Parties to this Agreement desire and intend Project Work to be undertaken in an effective manner to the highest standard of quality and craftsmanship. The Parties agree that, except to the extent permitted by law, craft employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked, unless required under the applicable prevailing wage determination.

6.4.2 It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Construction Contract, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

#### Section 6.6 Show-up Pay

6.6.1 Except as otherwise required by State law, craft employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive pay in accordance with the applicable Master Labor Agreement.

6.6.2 A craft employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the craft employee's normal shift.

6.6.3 When a craft employee leaves the job or work location of his/her own volition or is

discharged for cause or is not working, the craft employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period in accordance with the applicable Master Labor Agreement.

Section 6.8 Make-up Days To the extent permitted by the applicable general wage determination, when a craft employee has been prevented from working for reasons beyond the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day subject to prevailing wage law.

## ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, secondary strikes, sick-out strikes, and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain and maintain compliance with this Article.

Section 7.2 Employee Violations The Contractor shall discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement (MLA), or any local, regional, and other applicable collective bargaining agreements expire during the term of this Agreement, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application under this Agreement and/or failure of the involved parties to the Master Labor Agreement to enter into a new agreement. Terms and conditions of employment established during the term of the Construction Contract shall remain established and set. Otherwise to the extent that the Master Labor Agreement does expire and the parties to that Master Labor Agreement have failed to enter into a new agreement, work will continue under the terms of the Construction Contract on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors that are independently signatory to the affected Master Labor Agreement (hereinafter "Signatory Contractors"):

Signatory Contractors the right to continue working on the Project under interim agreements that retain all the terms of the expiring Master Labor Agreement, except that the Unions involved in such expiring Master Labor Agreement may each propose wage rates and Contractor contribution rates to employee benefit funds under the prior Master Labor Agreement different from what those wage rates and Contractor contributions rates were under the expiring Master Labor Agreements. The terms of the Union's interim agreement offered to its Signatory Contractors will be no less favorable than the terms offered by the Union to any other Contractors or group of Contractors covering the same type of construction work in Orange County.

742 Each of the Unions with a Master Labor Agreement expiring must offer to its Signatory Contractors the right to continue working on the Project under all the terms of the expiring Master Labor Agreement, including the wage rates and employer contribution rates to the employee benefit funds, if the Signatory Contractor affected by that expiring Master Labor Agreement agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then all affected Signatory Contractors shall pay to its craft employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each craft employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its craft employees.

743 Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Signatory Contractors will be given one week after the particular Master Labor Agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Signatory Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected the provisions of 7.4.2.

Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of craft employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of craft employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of craft employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

#### Section 7.6 Best Efforts to End Violations

7.6.1 If a Contractor contends that there is any violation of this Article, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will promptly notify and use their best efforts to cause the cessation of any violation of

this Article.

7.62 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the CWA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8.

Section 7.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits

7.7.1 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Fund(s) in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Fund(s), the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay to the involved Contractor and to the CWA Administrator. Union will meet with the Contractor within the ten (10) day period to attempt to resolve the dispute.

7.7.2 Upon the payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such craft employees back to work. Notwithstanding anything to the contrary, the provisions for liquidated damages or any other delay related damages under the Construction Contract remain in full force and effect.

Section 7.8 Expedited Enforcement Procedure Any Party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify the first arbitrator identified in the List of Arbitrators attached hereto as **Attachment D**. If this arbitrator identified in Attachment D is unavailable, the Party invoking this procedure shall notify the next arbitrator listed. Should none of the named arbitrators be available, an alternate arbitrator mutually agreed upon by the Parties will be selected to hear the matter. Expenses incurred in arbitration shall be borne equally by the Contractor and Unions involved in the arbitration and the decision of the arbitrator shall be final and binding on the Contractor and Unions, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by certified mail and will be deemed effective upon receipt.

7.82 Upon receipt of said notice, the arbitrator selected shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

7.83 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by the Contractor and Unions. A failure of any Contractor or Union to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the arbitrator.

7.84 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, or 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If the Contractor or Unions desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the decision. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such decision shall be served on all Parties by hand or certified mail upon issuance.

7.85 Such decision shall be final and binding on Contractor and Unions and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the affected Contractor and Union. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's decision as issued under this Article, the Contractor and Unions waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive the Contractor or Unions' right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's decision shall be served on the Contractor and Unions by hand or by certified mail.

7.86 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Contractor or Unions to whom they accrue.

7.87 The fees and expenses of the arbitrator shall be equally divided between the Contractor and Union involved in the matter.

## ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the craft employers parties to this Agreement, shall be settled

and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Unions involved in the dispute.

8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

## ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage Project Work activities without any limitations unless expressly limited or required by a specific provision of this Agreement or a Master Labor Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control all work activities;
- (b) Hire, promote, transfer and layoff craft employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all craft employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline craft employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the CWA Administrator on its behalf) include, but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular craft employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing City services and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain City service levels and remain a good neighbor to those in the area of the Project Work. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise craft employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6.

Section 9.3 Use of Materials There will be no limitations or restrictions by Unions upon a Contractor's choice of materials, design, or utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

#### Section 9.4 Special Equipment, Warranties, and Guaranties

9.1 It is recognized that certain equipment of a highly technical and specialized nature as specified by the City or manufacturer may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. Unless otherwise required to prevent the

loss of or negate manufacturer warranties, the Unions agree to install such equipment without incident and as required by the manufacturer(s).

942 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

943 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the Project Work will precede as directed by the Contractor and the Parties shall promptly consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

## ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

### Section 10.1 Cooperation and Harmony on Site

10.1.1 This Agreement is intended to establish and foster continued close cooperation between the City, Contractors, and Unions. The Trades Council shall assign a representative to this Agreement for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the Project Work efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2 The Contractors and Unions, will attempt to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall facilitate the processing of grievances under Articles 7, 8, and 10, including the scheduling and arrangements of facilities for meetings, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the Contractors and Unions to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any craft employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the craft employee shall, through his/her local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved



Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor(s) have a dispute and, if after conferring within ten (10) working days after the disputing Union(s) or Contractor(s) knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of a craft employee complaint.

Step 2. The business manager of the involved Union or his/her designee, together with the site representative of the involved Contractor, shall notify the CWA Administrator, and conduct a meeting between the Union and the Contractor within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Union(s) and Contractor(s) fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union(s) or Contractor(s) may proceed with the selection of an arbitrator from **Attachment D**, on a rotational basis in the order listed within seven (7) calendar days after the initial Step 2 meeting. The Union(s) and Contractor(s) shall notify the CWA Administrator of the date, time and request a meeting location for the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Union(s) and Contractor(s) involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Union(s) and Contractor(s) in arbitration, shall be divided equally by the Union(s) and Contractor(s) involved. The City is responsible for providing meeting locations where the arbitration takes place.

Section 10.3 Limit on Use of Procedures The procedures contained in Article 10 shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any craft employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of

Article 10 to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The CWA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the CWA Administrator shall, upon his/her/their/its own request, be permitted to participate fully as a party in all proceedings at such steps.

## ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, and their craft employees shall comply with all applicable Federal, State, and local laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All craft employees shall comply with the safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), the City, or the Contractor. Craft employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the State laws and regulations, as well as the Costa Mesa City Municipal Code, or resolutions on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under State law through the Labor Commissioner or the Department of Industrial Relations (DIR).

Section 11.3 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated Federal and/or State law or regulation, the City, upon notice to the GCC that it or its Subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), may take such action as it is permitted by law or Construction Contract to compel the Contractor to remedy the violation, subject to the applicable Construction Contract.

## ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

### Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and craft employee compliance with applicable safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), or City safety rules, or Contractor safety rules. It is understood that craft employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

12.1.2 Craft employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. A craft employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 The Contractor shall comply with the Substance Abuse Policy attached hereto as **Attachment E** and the City's Substance Abuse Policy attached hereto as **Attachment H**.

Section 12.2 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all craft employees as required by state law or regulation.

### ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates, and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

### ARTICLE 14 APPRENTICES

Section 14.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the Local Hires, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Hires to commence and progress in Labor/Management Apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

#### Section 14.2 Use of Apprentices

14.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

14.2.2 The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization both as to Apprentices and the overall supply of journey-level craft workers. The Unions and Trades Council will work to provide appropriate and maximum utilization of Apprentices and the continuing availability of both apprentices and journey-level craft workers.

14.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journey-level worker working on the Project where the

Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which he/she is participating.

14.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

#### ARTICLE 15 WORKING CONDITIONS

Section 15.1 Working conditions shall be established by the Contractor to meet all Federal, state, and local requirements, as well as those set forth in the Master Labor Agreements.

#### ARTICLE 16 PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing Project Work. All Subcontractors that have been awarded contracts by the GCC shall attend the Pre-Job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such Pre-Job conferences and may participate if they wish. All work assignments shall be disclosed by the GCC and all Subcontractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. The GCC shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate Pre-Job conference for such newly included work. At no time shall the City be responsible for additional costs related to, associated with, or resulting from jurisdictional disputes or newly included work not previously identified in the Construction Contract.

#### ARTICLE 17 LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the Projects List specified in Section 2.2.1 and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Any amendment to this Agreement will require City Council approval. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this

Agreement. A JAC meeting shall only commence when at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council are present. For voting purposes, an equal number of City and Union representatives must be present.

Section 17.2 Functions of Joint Committee The JAC shall meet on a schedule to be determined by the JAC or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of a Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this JAC but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the City. Notice of the date, time, and place of meetings, shall be given to the JAC members at least three (3) days prior to the meeting.

## ARTICLE 18 SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently, in delay of the bidding, awarding and/or construction of the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on other covered Project Work; provided however, that the continuance of the Project is not determined to be financially or legally detrimental to the City, at its sole and absolute discretion.

## ARTICLE 19 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement

and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20  
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 21  
DURATION OF THE AGREEMENT

Section 21.1 Duration


21.1.1 This Agreement shall be effective from the date of approval by City Council, and shall remain in effect for a period of five (5) years. This Agreement may be terminated by written agreement signed by the Parties; provided however, that any covered Construction Contract approved during this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the termination or expiration date of this Agreement.

21.1.2 This Agreement may be extended by amendment, as approved by the City Council.


IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF COSTA MESA  
a municipal corporation

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

By:   
Lori Ann Farrell Harrison  
City Manager

BEHALF OF  
L.A.F.

By:   
Chris Hannan  
Executive Secretary

DATE: 8/22/2022

DATE: 8-2-2022

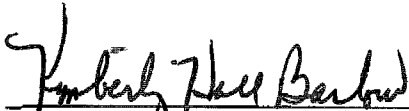
ATTEST:

By:   
Brenda Green, City Clerk



DATE: 8-23-2022

APPROVED AS TO FORM:

By:   
Kimberly Hall Barlow, City Attorney

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

*Eddy Rena*

Boilermakers (Local 92)

*Luis Miramontes NG*

Bricklayers & Allied Craftworkers (Local 4)

*[Signature]*

Cement Masons (Local 500)

*[Signature]*

District Council of Laborers

*[Signature]*

Electricians (Local 441)

*[Signature]*

Elevator Constructors (Local 18)

*[Signature]*

Gunite Workers (Local 345)

*[Signature]*

Iron Workers (Reinforced – Local 416)

*[Signature]*

Iron Workers (Structural – Local 433)

*[Signature]*

Laborers (Local 300) (remediation)

*[Signature]*

Laborers (Local 652)

*[Signature]*

Laborers (Local 1184)

*[Signature]*

Operating Engineers (Local 12)

*[Signature]*

Operating Engineers (Local 12)

*[Signature]*

Operating Engineers (Local 12)

*[Signature]*

Painters & Allied Trades DC 36

*[Signature]*

Pipe Trades (Steamfitters Local 250)

*[Signature]*

Pipe Trades (Local 345)

Pipe Trades (Plumbers/Fitters Local 582)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

Plaster Tenders Local (1414)

Roofers & Waterproofers (Local 220)

Sheet Metal Workers (Local 105)

Teamsters (Local 952)

Teamsters (Local 986)

Southwest Regional Council of Carpenters



**ATTACHMENT A**

**LETTER OF ASSENT**

To be signed by all Contractors awarded Project Work covered by the Community Workforce Agreement with the City of Costa Mesa prior to commencing work.

[Contractor's Letterhead]

City of Costa Mesa Public Services Department  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: CWA Administrator, Public Services Department

Re: Community Workforce Agreement - Letter of Assent

Dear CWA Administrator:

This is to confirm that [name of company] agrees to be party to and bound by the Community Workforce Agreement with the City of Costa Mesa effective \_\_\_\_\_, 202\_ as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Community Workforce Agreement undertaken by [name of company] on the Project and [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [\_\_\_\_\_] Name and Title of Authorized Executive

Contractor State License No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Consistent with Section 2.6.2.]

**ATTACHMENT B**  
**LOCAL HIRE ZIP CODES**

**TIER 1**

**COSTA MESA CITY ZIP CODES**

**92626 and 92627**

**TIER 2**

**ORANGE COUNTY ZIP CODES**

001  
002  
003  
004  
005  
006  
007  
008  
009  
010

<u>90620</u>	<u>92630</u>	<u>92698</u>
<u>90621</u>	<u>92637</u>	<u>92701</u>
<u>90622</u>	<u>92646</u>	<u>92702</u>
<u>90623</u>	<u>92647</u>	<u>92703</u>
<u>90624</u>	<u>92648</u>	<u>92704</u>
<u>90630</u>	<u>92649</u>	<u>92705</u>
<u>90631</u>	<u>92650</u>	<u>92706</u>
<u>90632</u>	<u>92651</u>	<u>92707</u>
<u>90633</u>	<u>92652</u>	<u>92708</u>
<u>90680</u>	<u>92653</u>	<u>92711</u>
<u>90720</u>	<u>92654</u>	<u>92712</u>
<u>90721</u>	<u>92655</u>	<u>92728</u>
<u>90740</u>	<u>92656</u>	<u>92735</u>
<u>90742</u>	<u>92657</u>	<u>92780</u>
<u>90743</u>	<u>92658</u>	<u>92781</u>
<u>92602</u>	<u>92659</u>	<u>92782</u>
<u>92603</u>	<u>92660</u>	<u>92799</u>
<u>92604</u>	<u>92661</u>	<u>92801</u>
<u>92605</u>	<u>92662</u>	<u>92802</u>
<u>92606</u>	<u>92663</u>	<u>92803</u>
<u>92607</u>	<u>92672</u>	<u>92804</u>
<u>92609</u>	<u>92673</u>	<u>92805</u>
<u>92610</u>	<u>92674</u>	<u>92806</u>
<u>92612</u>	<u>92675</u>	<u>92807</u>
<u>92614</u>	<u>92676</u>	<u>92808</u>
<u>92615</u>	<u>92677</u>	<u>92809</u>
<u>92616</u>	<u>92678</u>	<u>92811</u>
<u>92617</u>	<u>92679</u>	<u>92812</u>
<u>92618</u>	<u>92683</u>	<u>92814</u>
<u>92619</u>	<u>92684</u>	<u>92815</u>
<u>92620</u>	<u>92685</u>	<u>92816</u>
<u>92623</u>	<u>92688</u>	<u>92817</u>
<u>92624</u>	<u>92690</u>	<u>92821</u>
<u>92625</u>	<u>92691</u>	<u>92822</u>
<u>92626</u>	<u>92692</u>	<u>92823</u>
<u>92627</u>	<u>92693</u>	<u>92825</u>
<u>92628</u>	<u>92694</u>	<u>92831</u>
<u>92629</u>	<u>92697</u>	<u>92832</u>

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**ATTACHMENT C  
CITY OF COSTA MESA CWA  
CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and submit this form to the applicable Union to request craft workers that fulfill the hiring requirements for this Project. After submitting your request, please call the Union Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Community Workforce Agreement with the City of Costa Mesa establishes a goal that 35% of the total work hours shall be from Local Hires in the following order: first, area residents residing within those first tier zip codes which overlap the City boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, Veterans, regardless of their residency, primarily through, but not limited to, the Helmets to Hardhats program further described in Section 3.7, third, graduates of high schools whose district boundaries include any portion of Costa Mesa, regardless of their residency, fourth, graduates from the Building Trades multi-craft core curriculum, and fifth, area residents residing within the remainder of the U.S. Postal Service zip codes for Orange County, as attached hereto in "Attachment B." For dispatch purposes, employees described herein shall be referred to as "Local Hires."

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** CWA Administrator  
**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_  
 Contact Phone : ( ) \_\_\_\_\_ **Contact Fax:** ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Hire or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

**Project Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_ **Address:** \_\_\_\_\_  
**Report to:** \_\_\_\_\_ **On-site Tel:** \_\_\_\_\_ **On-site Fax:** \_\_\_\_\_

**Comment or Special Instructions:** \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:
Date worker was dispatched:
Is the worker referred a: <span style="float: right;">(check all that apply)</span>

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL HIRE	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

**ATTACHMENT D**  
**LIST OF ARBITRATORS**

Louis Zigman  
Mark Burstein  
Walter Daugherty  
Fred Horowitz  
Sara Adler

## **ATTACHMENT E**

### **SUBSTANCE ABUSE POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, Contractors may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the CWA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.

4. A Contractor that elects to implement drug testing pursuant to this Agreement shall require all craft employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Contractor may request urine samples only. The applicant or craft employee shall not be observed when the urine specimen is given. An applicant or craft employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No craft employee of the Contractor shall draw blood from a bargaining unit craft employee, touch or handle urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant



or Contractor employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or craft employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or craft employee's expense. In the event of conflicting test results the Contractor may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or craft employee has tested positive, this shall be considered sufficient grounds to deny the applicant or craft employee his/her employment on the Project Work.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:

1. Craft employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Contractor may test employees following thirty (30) days advance written notice to the craft employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Contractor may test a craft employee where the Contractor has reasonable cause to believe that the craft employee is impaired from performing his/her job.

Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Craft employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

g Applicants or craft employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractor will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a The entire jobsite must be tested, including any craft employee or subcontractor's craft employee who worked on that project three (3) working days before or after the date of the test;

b Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected craft employees;

d Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the craft employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any craft employee found in any law, rule or regulation. Should any part of this Agreement be found

unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present craft employees, if tested positive, shall have the prerogative for rehabilitation program at the craft employee's expense. When such program has been successfully completed the Contractor shall not discriminate in any way against the craft employee. If work for which the craft employee is qualified exists, he/she shall be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or craft employee on any subsequent occasion.

12. The Contractor shall indemnify and hold the City of Costa Mesa and Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Attachment E and/or any program permitted hereunder.

13. Craft employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from craft employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Craft employees enrolled in substance abuse programs shall be subject to all Contractor rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This policy shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* SAMHSA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the Unions and Contractors hereto that a Contractor who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or craft employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or craft employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or craft employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or craft employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or craft employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

## ATTACHMENT F

### PROJECT LIST

Fire Station 2 - Reconstruction  
Fire Station 4 - Living Quarters Remodel  
Fire Station 4 - Training Ground Improvements  
Police Department - Emergency Operations Center & Property Evidence Facility  
Police Substation - Upgrades  
Brentwood Park – Improvements  
Davis School Field & Lighting - Construction  
Fairview Developmental Center Sports Complex  
Kaiser Lighting and Turf  
Lindbergh Park - Expand Park  
Parsons - Lighting and Turf  
Shalimar Park Expansion  
Smallwood Park Reconstruction Project  
TeWinkle Park - Lakes Repairs  
Newport Boulevard Landscape Improvements - 19th St. to Bristol St.  
Adams Ave.- Harbor Blvd. To Santa Ana River  
Cherry Lake Storm Drain System - Phase I, II & III  
Cherry Lake Storm Drain System - Phase IV & V  
Citywide Storm Drain Improvements  
Citywide Street Improvements  
Westside Storm Drain Improvements  
Adams Avenue Bicycle Facility- Fairview Rd. to Harbor Blvd.  
Bristol St. / Sunflower Ave. - Intersection Improvement (Add 3rd NBL)  
Eastside Traffic Calming (Cabrillo St., 18th St., 22nd St.)  
Fairview Rd./ Wilson St. - Improvements (Add EBT, WBT)  
Greenville-Banning Channel Pt. 2 (Santa Ana River Trail to South Coast Dr.)  
Harbor Blvd. / Gisler Ave. - Intersection Improvements (Add SBR)  
Harbor Blvd. / South Coast Dr. - Intersection Improvement (Add EBR)  
Harbor Blvd./ Adams Ave. - Intersection Improvements (Add NBL, NBR)  
Mission- Valencia Multi-Modal Access and Circulation Improvements  
Newport Boulevard Widening - From 19th St. to 17th St.  
Paularino Channel - Multipurpose Trail  
SR-55 Frwy. N/B / Baker St. - Intersection Improvement (Add NBL, EBL)  
West 17th St. Widening - (Newport Boulevard to Placentia Avenue)  
Wilson Street Widening - from College Ave. to Fairview Rd.

## ATTACHMENT G

### UNION CONTACT INFORMATION

#### **Asbestos Heat & Frost Insulators**

##### **(Local 5)**

3833 Ebony St. Ontario, CA  
Tel: (909) 390-3401  
Fax: (909) 390-3405

#### **Boilermakers (Local 92)**

2260 S. Riverside Avenue  
Bloomington, CA 92316  
Tel: (909) 877-9382  
Fax: (909) 877-8318

#### **Bricklayers & Allied Craftworkers**

##### **(Local 4)**

2679 Sierra Way  
LA Verne, CA 91750  
Tel: (626) 739-5600  
Fax: (626) 739-5610

#### **Drywall Finishers Local 1136**

Corporate Center Drive  
Monterey Park, CA 91754  
Tel: (626) 296-8003  
Fax: (626) 296-8076

#### **Electricians (Local 441)**

309 N Rampart St.  
Orange, CA 92868  
Tel: (714) 939-3131  
Fax: (714) 939-3132

#### **Elevator Constructors (Local 18)**

2011 E Financial Way  
Glendora, CA 91741  
Tel: (626) 449-1869  
Fax: (626) 577-1055

#### **Operating Engineers (Local 12)**

150 E. Corson  
Pasadena, CA 91103  
Tel: (626) 792-8900  
Fax: (626) 792-9039

#### **Glaziers (Local 636)**

1155 Corporate Center Dr.  
Monterey Park, CA 91754  
Tel: (626) 448-1565  
Fax: (626) 797-8395

#### **Gunite Workers (Local 345)**

P.O. Box 3339  
Burbank, CA 91508  
Tel: (818) 846-1303  
Fax: (818) 846-1226

#### **Iron Workers (Reinforced – Local 416)**

13830 San Antonio Dr.  
Norwalk, CA 90650  
Tel: (562) 868-1251  
Fax: (562) 868-1429

#### **Iron Workers (Structural – Local 433)**

17495 Hurley St. East  
City of Industry, CA 91744  
Tel: (626) 964-2500  
Fax: (626) 964-1754

#### **Laborers (Local 300**

##### **Remediation)**

2005 W. Pico Blvd.  
Los Angeles, CA 90006  
Tel: (213) 385-3550  
Fax: (213) 385-6985

#### **Laborers (Local 652)**

1532 Chestnut Ave.  
Santa Ana, CA 92701  
Tel: (714) 542-7203  
Fax: (714) 542-3724

#### **Laborers (Local 1184)**

1128 La Cadena Dr.  
Riverside, CA 92507  
Tel: (951) 684-1484  
Fax: (951) 779-1445

**Painters & Allied Trades (Local 1036)**

1155 Corporate Center Drive  
Monterey Park, CA 91754  
Tel: (626) 584-9925  
Fax: (626) 584-1949

**Plaster Tenders (Local 1414)**

1055 W. Second Street  
Pomona, CA  
Tel.: (909) 622-8500  
Fax: (909) 623-5244

**Plumbers & Fitters (Local 582)**

1916 W. Chapman Ave  
Orange, CA 92868  
Tel : (714) 978-0582  
Fax: (714) 978-1582

**Pipe Trades (Local 250)**

*Steamfitters/Air Conditioning/  
Refrigeration / Industrial Pipefitters*  
18355 S. Figueroa St.  
Gardena, CA 90248  
*Steamfitters:* Tel: (310) 660-0035  
Fax: (310) 329-2465  
*AC/Refrig.* Tel: (310) 660-0045  
FAX: (310) 329-2465

**Pipe Trades (Local 345)**

*Landscape, Irrigation, Underground &  
Specialty Piping*  
1430 Huntington Dr.  
Duarte, CA 91010  
Tel: (626) 357-9345  
Fax: (626) 359-0359

**Pipe Trades (Sprinkler Fitters –  
Local 709)**

12140 Rivera Road  
Whittier, CA 90606  
Tel: (562) 698-9909  
Fax: (562) 698-7255

**Plasterers (Local 200)**

1610 W. Holt Ave.  
Pomona, CA 91768  
Tel: (909) 865-2240  
Fax: (909) 865-9392

**Cement Masons (Local 500)**

331 Corporate Terrace Circle  
Corona, CA 92879  
Tel.: (714) 554-0730  
Fax: (714) 265-0780

**Resilient Floor & Dec. Covering  
(Local 1247)**

1155 Corporate Center Dr.  
Monterey Park, CA 91754  
Tel: (626) 296-8058  
Fax: (626) 296-8048

**Roofers & Waterproofers (Local 220)**

283 N Rampart St Suite F  
Orange, CA 92868-1852  
Tel: (714) 939-0220  
Fax: (714) 939-0246

**Sheet Metal Workers (Local 105)**

2120 Auto Centre Dr., Suite 105  
Glendora, CA 91740  
Tel: (909) 305-2800  
Fax: (909) 305-2822

**Southwest Regional Council of  
Carpenters**

533 S. Freemont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90071  
Tel: (213) 385-1457  
Fax: (213) 385-3759

**Teamsters (Local 952) Redi mix**

140 S Marks Way  
Orange, CA 92868  
Tel: (714) 740-9860  
Fax: (714) 978-0576

**Teamsters (Local 986) Const**

1430 E. Holt Ave.  
Covina, CA 91724  
Tel: (626) 350-9860  
Fax: (626) 448-0986

**Tradeshaw and Sign Crafts (Local 831)**

1155 Corporate Center Drive  
Monterey Park, CA 91754  
Tel: (626) 296-8086  
Fax: (626) 584-1949



ATTACHMENT H  
CITY SUBSTANCE ABUSE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-6	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.

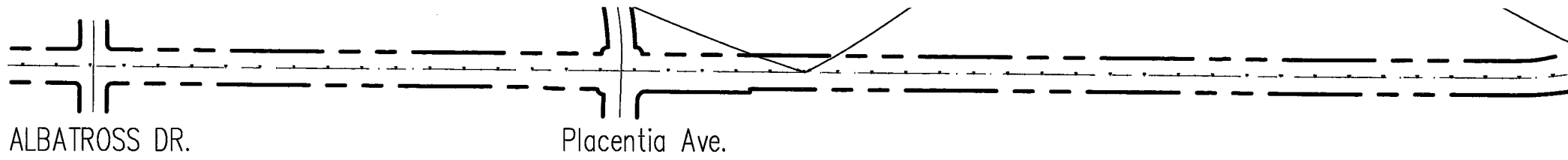
1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, 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.



# ADAMS AVENUE

## LOCATION & INDEX MAP

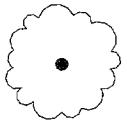
N.T.S.

LEGEND:  = SHEET #

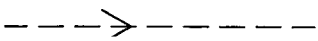
ED BY THE CITY OF COSTA MESA



TWO WORKING DAYS BEFORE



EX. TREE



EXISTING ANCHOR OR GUY

PUBLIC UTILITY AGENCY

NEW LIP= 0"

NEW LIP= 0"

ROYAL

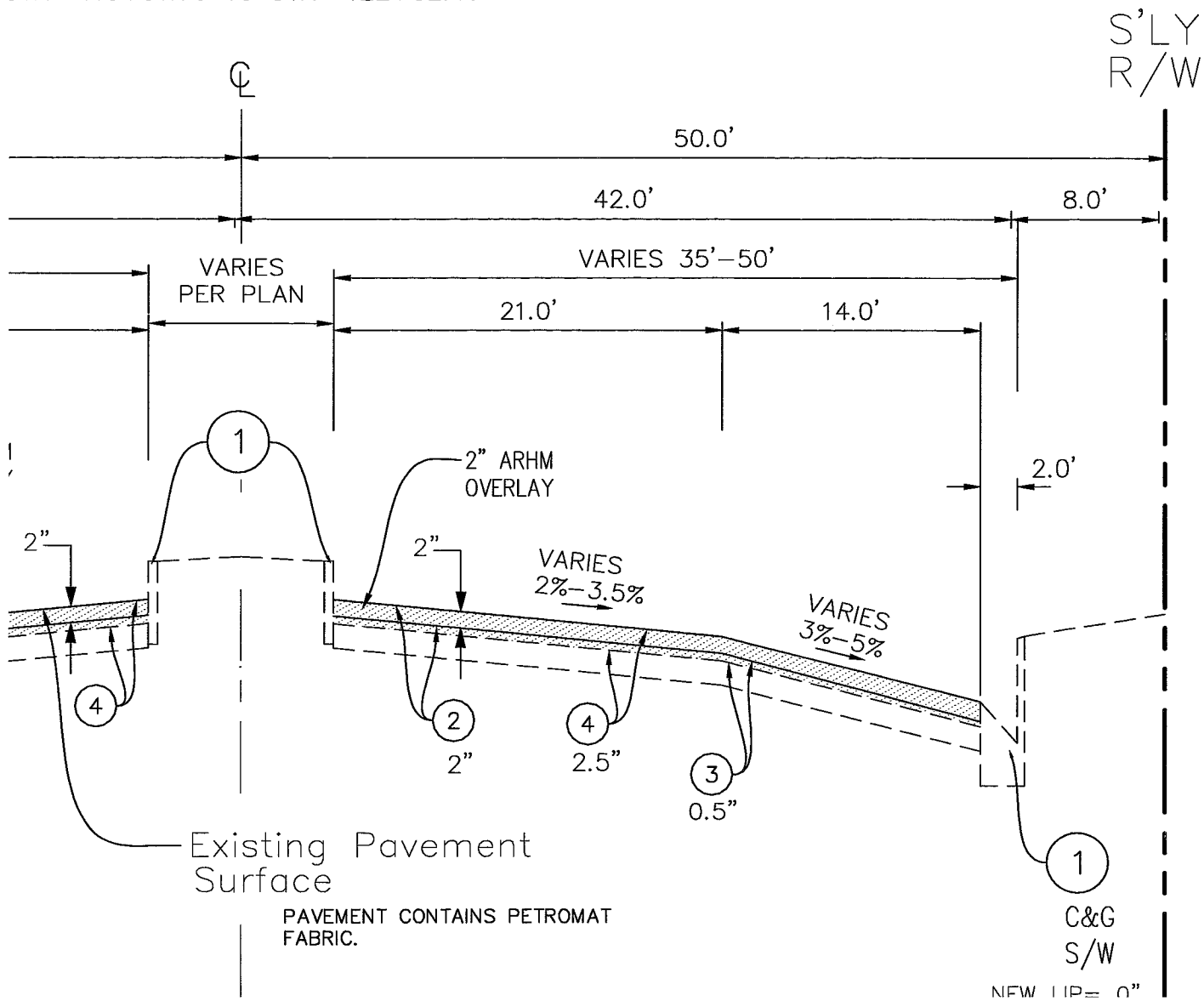
FROM ADAM  
STA 0+67

# TYPICAL SECTION

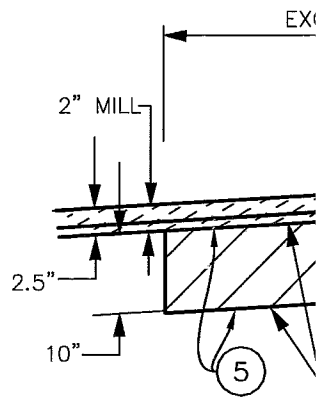
NOT TO SCALE

## ADAMS AVENUE

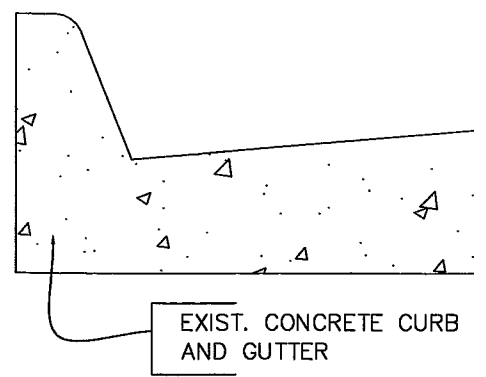
- STA 53+77.84 TO STA 59+55.12
- STA 64+60.53 TO STA 81+24.61
- STA 85+27.35 TO STA 108+24.70
- STA 111+22.03 TO STA 112+37.46
- STA 115+31.75 TO STA 122+32.46



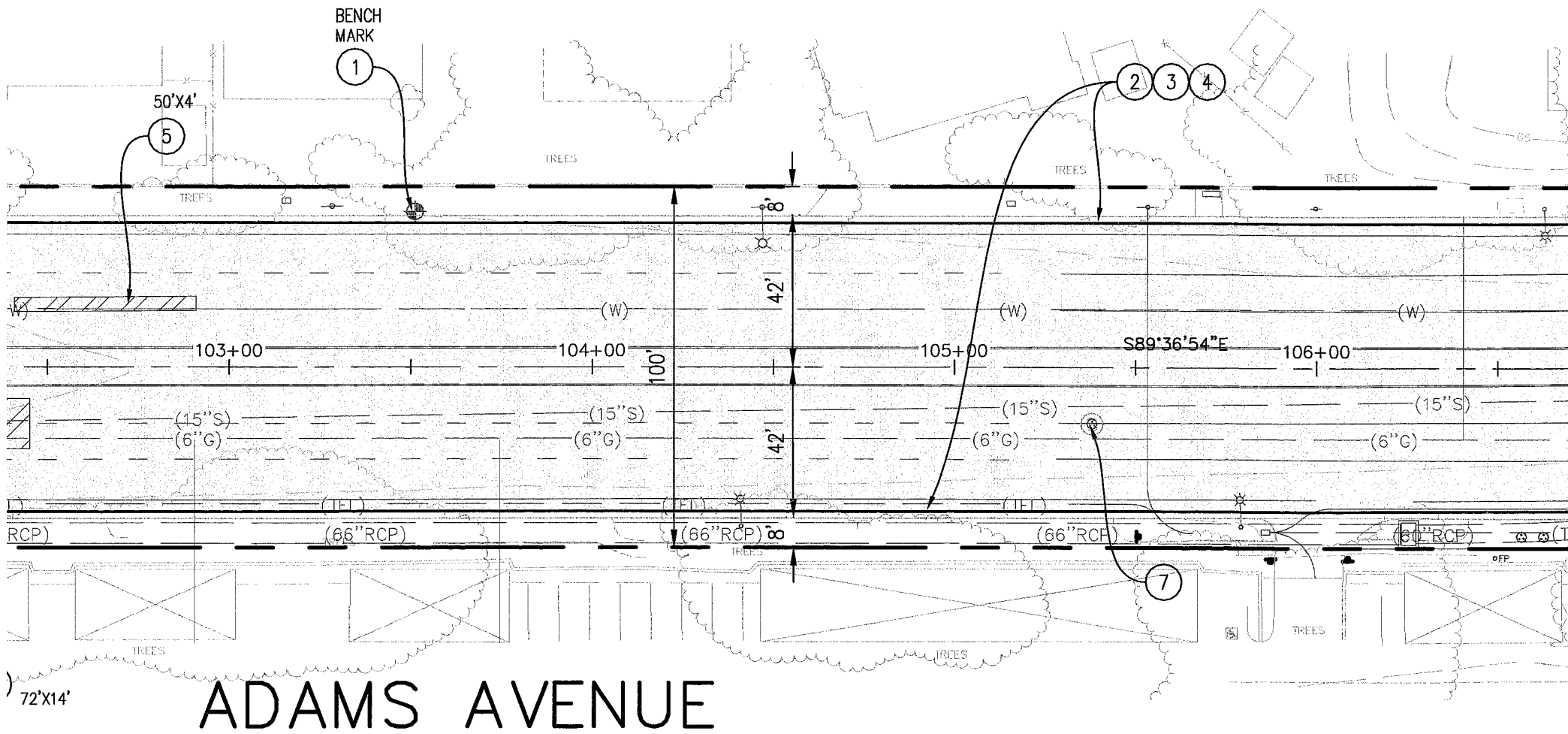
### REMOVALS LIMITS TO



A.C. RI





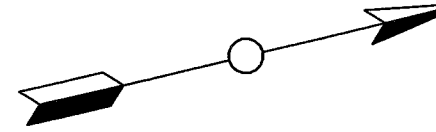
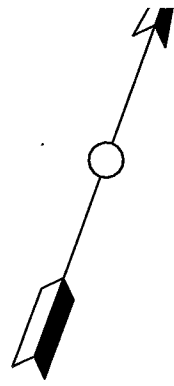


SEE SHEET 2 FOR 1

Curve Table: Alignments



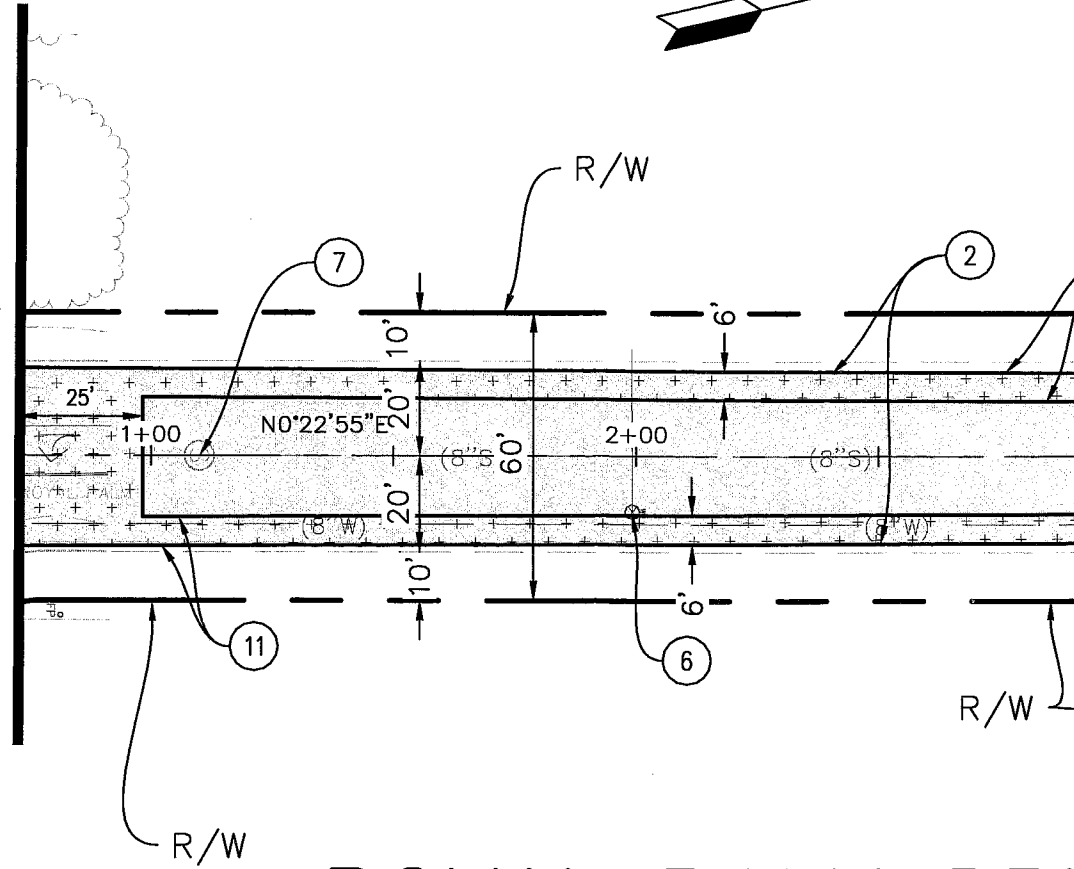
# MESA VERDE DRIVE (EAST)



67.02

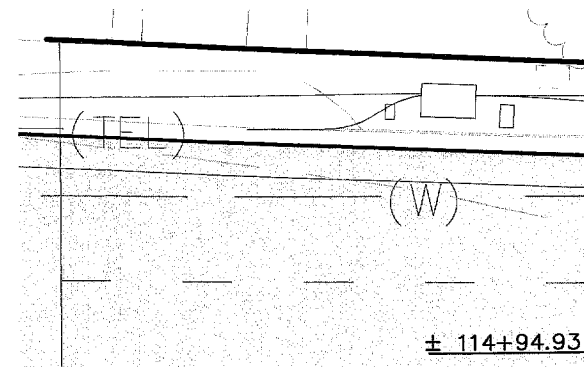
STA: 121+89.189  $\text{CL}$  ADAMS AVE. =  
 STA 0+00.00  $\text{CL}$  OF ROYAL PALM DR.  
 FD SPK/W.  
 STA: 122+32.46  $\text{CL}$  ADAMS AVE.  
 JOIN EX.  
 END CONSTRUCTION

MATCHLINE STA 0+67.02  
SEE LEFT

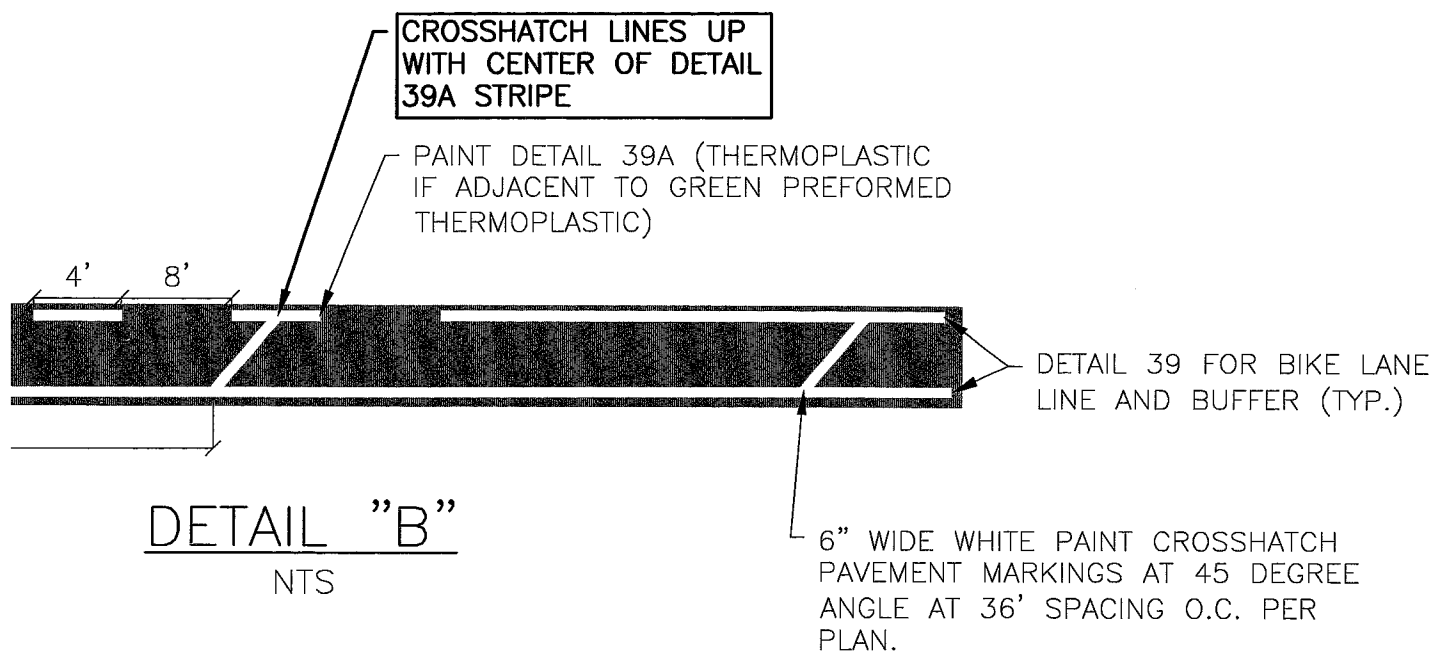
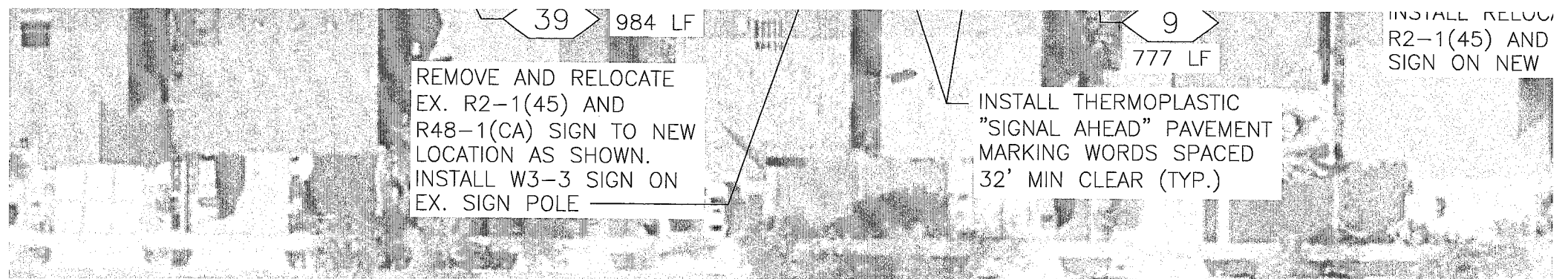


# ROYAL PALM DRIVE

ELEVATIONS SHOWN IS PER CITY ORIGINAL SURVEY UNADJUSTED. SURVEYOR TO VERIFY EXISTING ELEVATIONS BASED ON A TEMPORARY BENCH MARK AND INFORM THE ENGINEER IN CASE OF ANY DISCREPANCIES.



± 114+94.93

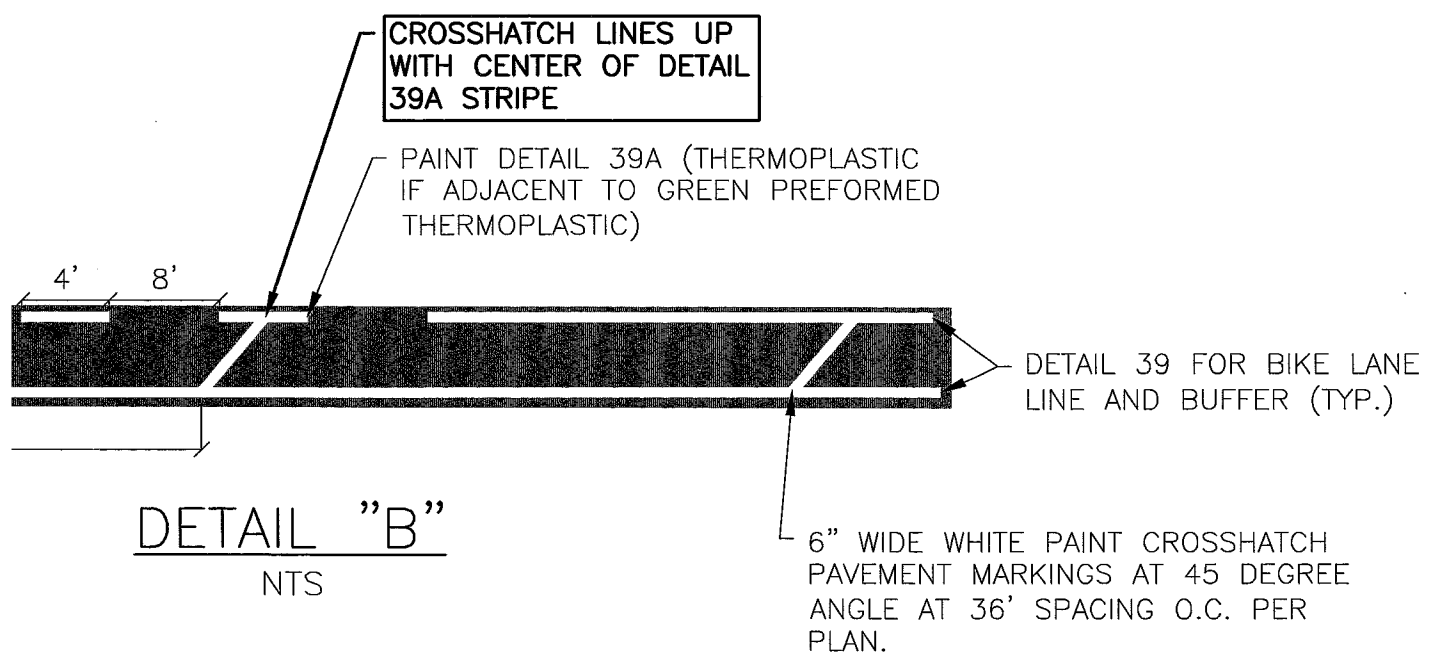
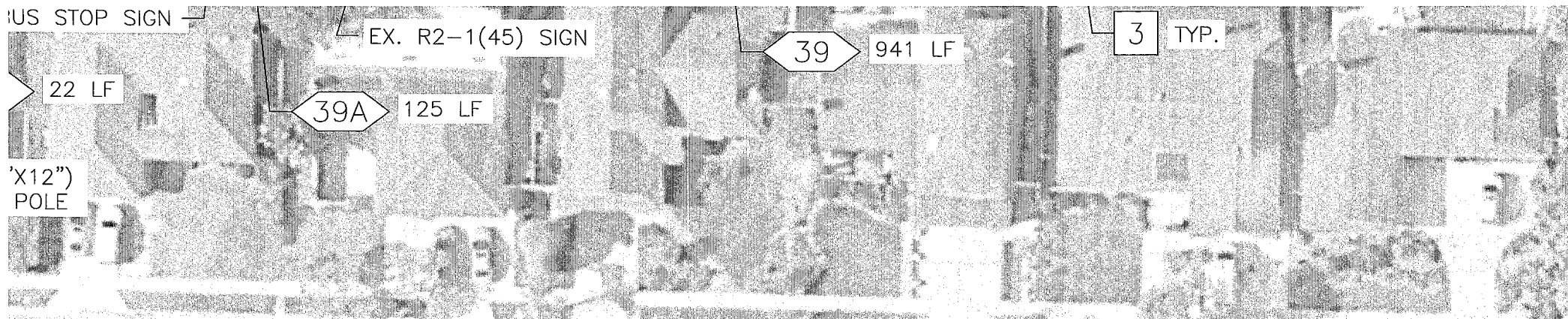


## CONSTRUCTION

- 1 INSTALL 1' WIDE WHITE SPACING O.C.
- 2 PAINT 6" WIDE WHITE
- 3 INSTALL 6" WHITE PA SPACING O.C. AT 45
- 4 INSTALL HIGH VISIBILI SEE DETAIL THIS SHE
- 5 INSTALL PREFORMED THERMOPLASTIC PER WITH THERMOPLASTIC SHEET
- 6 INSTALL YELLOW RAIS AND AROUND MEDIAN

ATIONS. CAT-TRACKED MARKINGS  
R TO START OF APPLICATION AND

ACENT TO ALL EXISTING FIRE



## CONSTRUCT

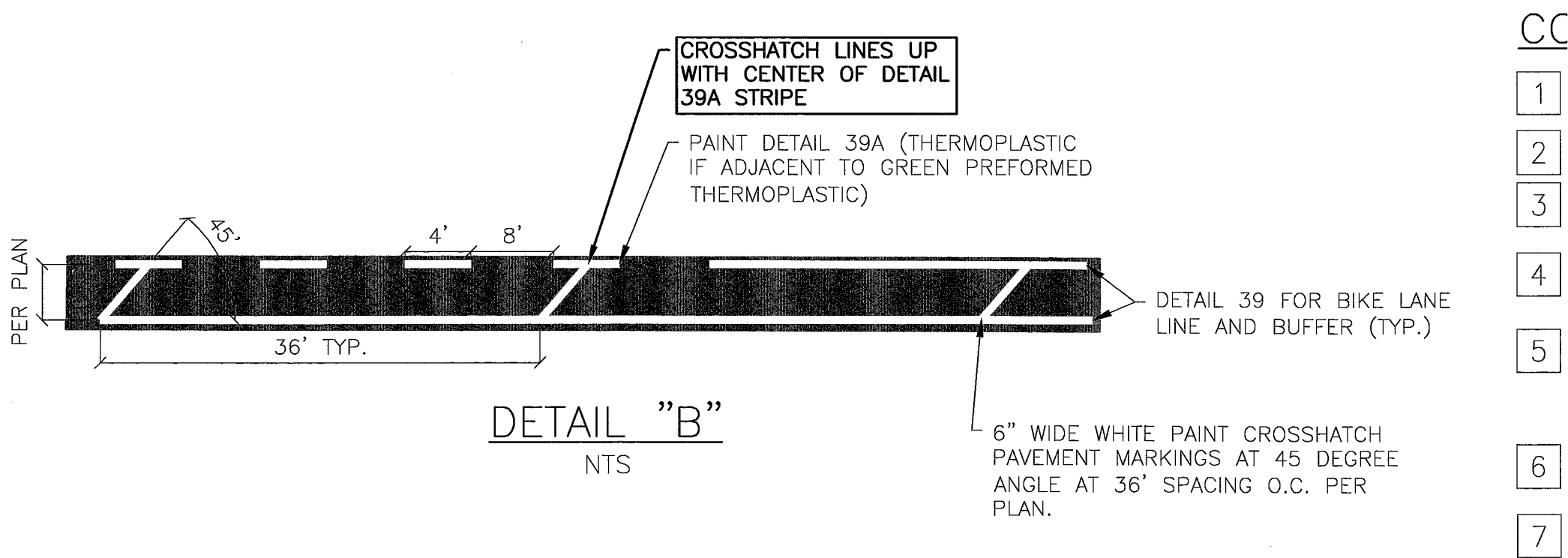
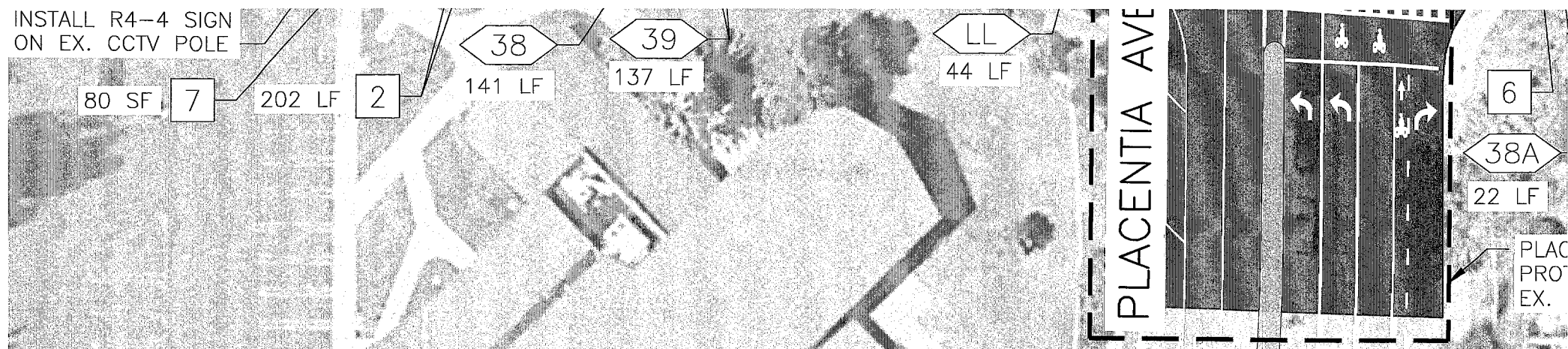
- 1 INSTALL 1' WIDE SPACING O.C.
- 2 PAINT 6" WIDE
- 3 INSTALL 6" WHI SPACING O.C. A
- 4 INSTALL HIGH V SEE DETAIL THI
- 5 INSTALL PREFOF THERMOPLASTIC WITH THERMOPL SHEET
- 6 INSTALL YELLOW AND AROUND M

CTIONS. CAT-TRACKED MARKINGS  
R TO START OF APPLICATION AND

AGENT TO ALL EXISTING FIRE

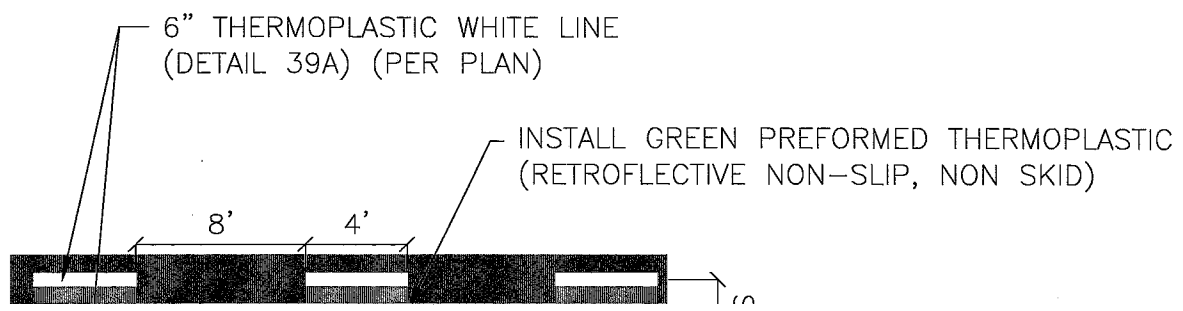
THE BACK OF THE APPROVED SIGN

INSTALL R4-4 SIGN ON EX. CCTV POLE

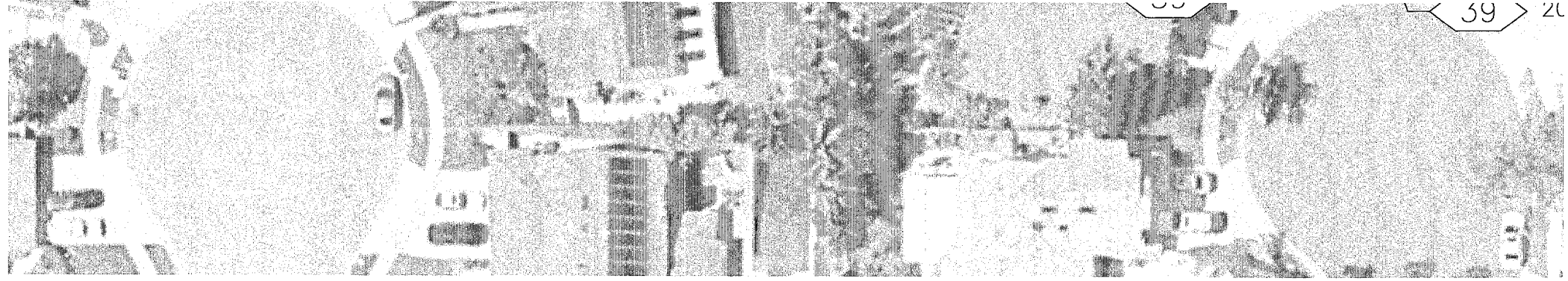


CTIONS. CAT-TRACKED MARKINGS  
R TO START OF APPLICATION AND

ADJACENT TO ALL EXISTING FIRE

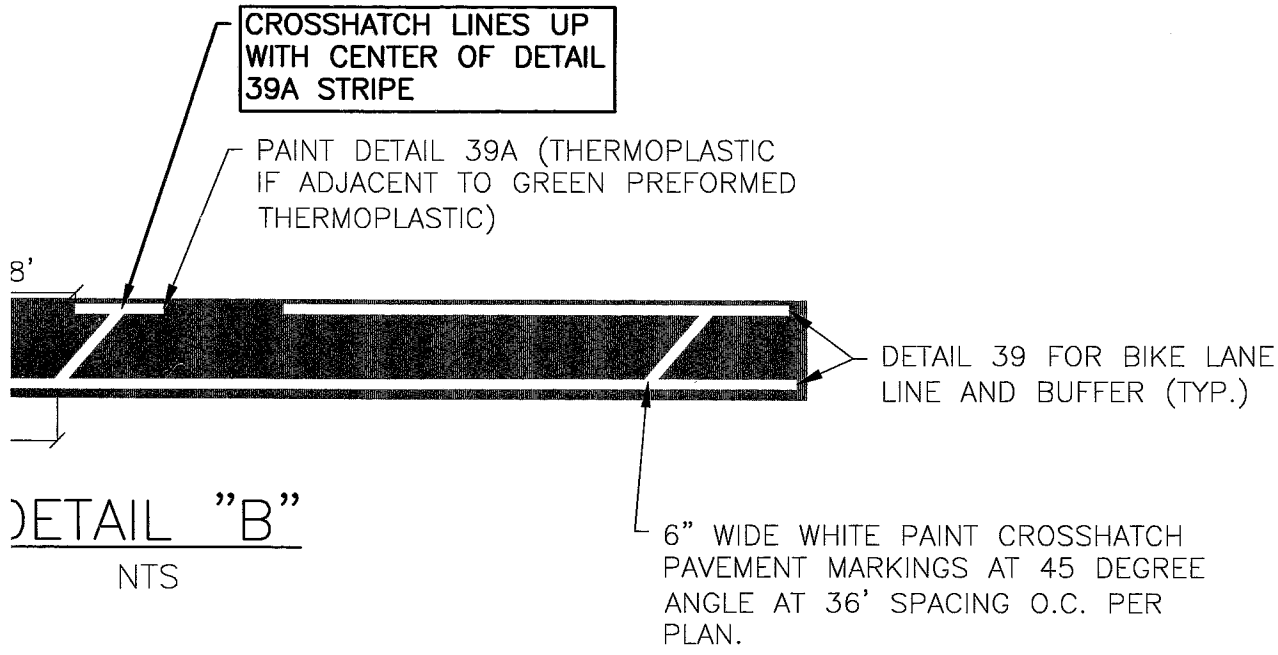


- CC
- 1
- 2
- 3
- 4
- 5
- 6
- 7



## CONSTRUCTION NOTES

1. INSTALL 1' WIDE WHITE THERMOPLASTIC STRIPE WITH 36' SPACING O.C.
2. PAINT 6" WIDE WHITE LANE MARKINGS
3. INSTALL 6" WHITE PAINT CROSSHATCH MARKINGS WITH 36' SPACING O.C. AT 45 DEGREE ANGLE
4. INSTALL HIGH VISIBILITY YELLOW RAISED PAVEMENT MARKINGS SEE DETAIL THIS SHEET.
5. INSTALL PREFORMED GREEN THERMOPLASTIC PER MANUFACTURER'S INSTRUCTIONS WITH THERMOPLASTIC DETAIL THIS SHEET
6. INSTALL YELLOW RAISED PAVEMENT MARKINGS AND AROUND MEDIAN NOSE



CONSTRUCTION NOTES. CAT-TRACKED MARKINGS FOR THE CENTER OF THE STRIPE PRIOR TO START OF APPLICATION AND

ADJACENT TO ALL EXISTING FIRE

INSTALL W3-3 SIGN ON EX. STREET LIGHT POLE

INSTALL THERMOPLASTIC "SIGNAL AHEAD" PAVEMENT MARKING WORDS SPACED 32' MIN CLEAR (TYP.)

### CONSTRUCTION

- 1 INSTALL 1" SPACING
- 2 PAINT 6" SPACING
- 3 INSTALL 6" SPACING
- 4 INSTALL F... SEE DETAIL
- 5 INSTALL F... THERMOP... WITH THE SHEET
- 6 INSTALL Y... AND AROUND

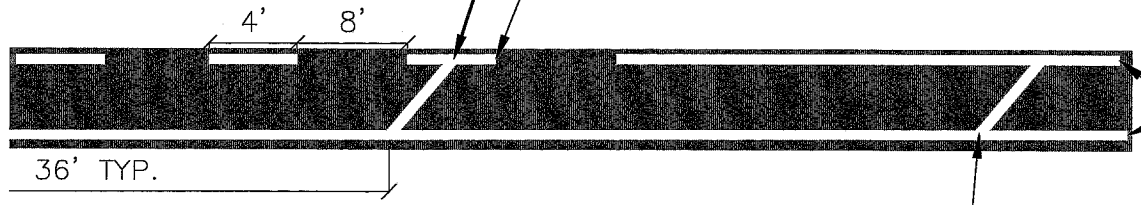
CROSSHATCH LINES UP WITH CENTER OF DETAIL 39A STRIPE

PAINT DETAIL 39A (THERMOPLASTIC IF ADJACENT TO GREEN PREFORMED THERMOPLASTIC)

DETAIL 39 FOR BIKE LANE LINE AND BUFFER (TYP.)

6" WIDE WHITE PAINT CROSSHATCH PAVEMENT MARKINGS AT 45 DEGREE ANGLE AT 36' SPACING O.C. PER PLAN.

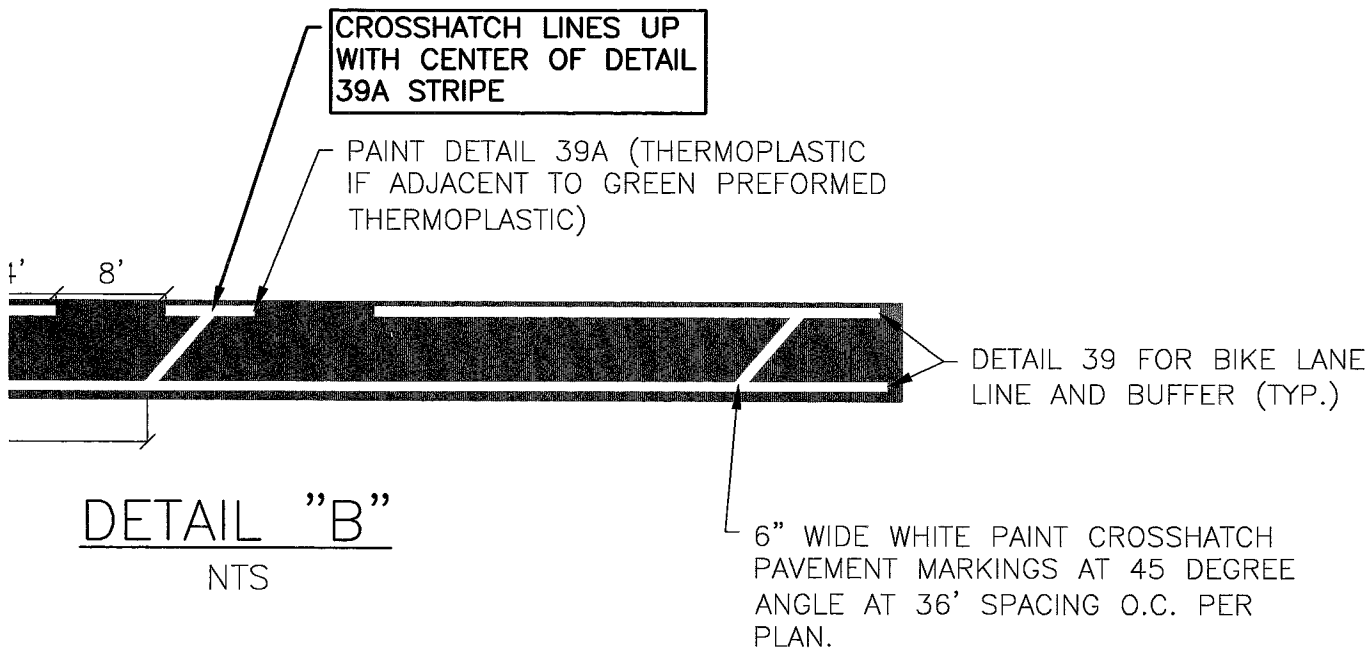
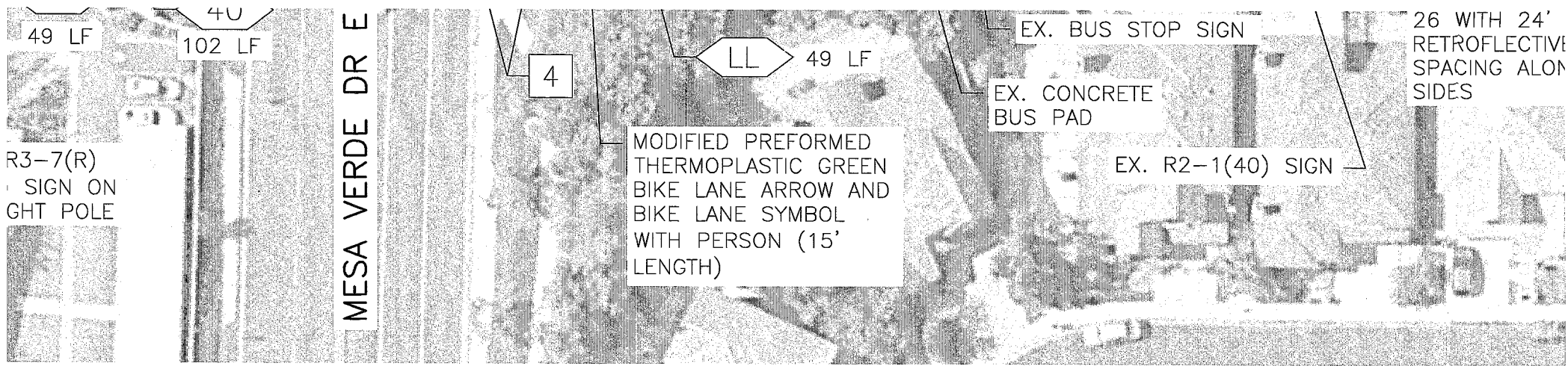
DETAIL "B"  
NTS



LOCATIONS. CAT-TRACKED MARKINGS PRIOR TO START OF APPLICATION AND

ADJACENT TO ALL EXISTING FIRE

CURRENT COPY OF THE APPROVED PLANS



## CONSTRUCTION

- 1 INSTALL 1' WIDE WHITE T SPACING O.C.
- 2 PAINT 6" WIDE WHITE LA
- 3 INSTALL 6" WHITE PAINT SPACING O.C. AT 45 DEG
- 4 INSTALL HIGH VISIBILITY T SEE DETAIL THIS SHEET.
- 5 INSTALL PREFORMED GRE THERMOPLASTIC PER MAN WITH THERMOPLASTIC DE SHEET
- 6 INSTALL YELLOW RAISED AND AROUND MEDIAN NO

CAT-TRACKED MARKINGS  
START OF APPLICATION AND

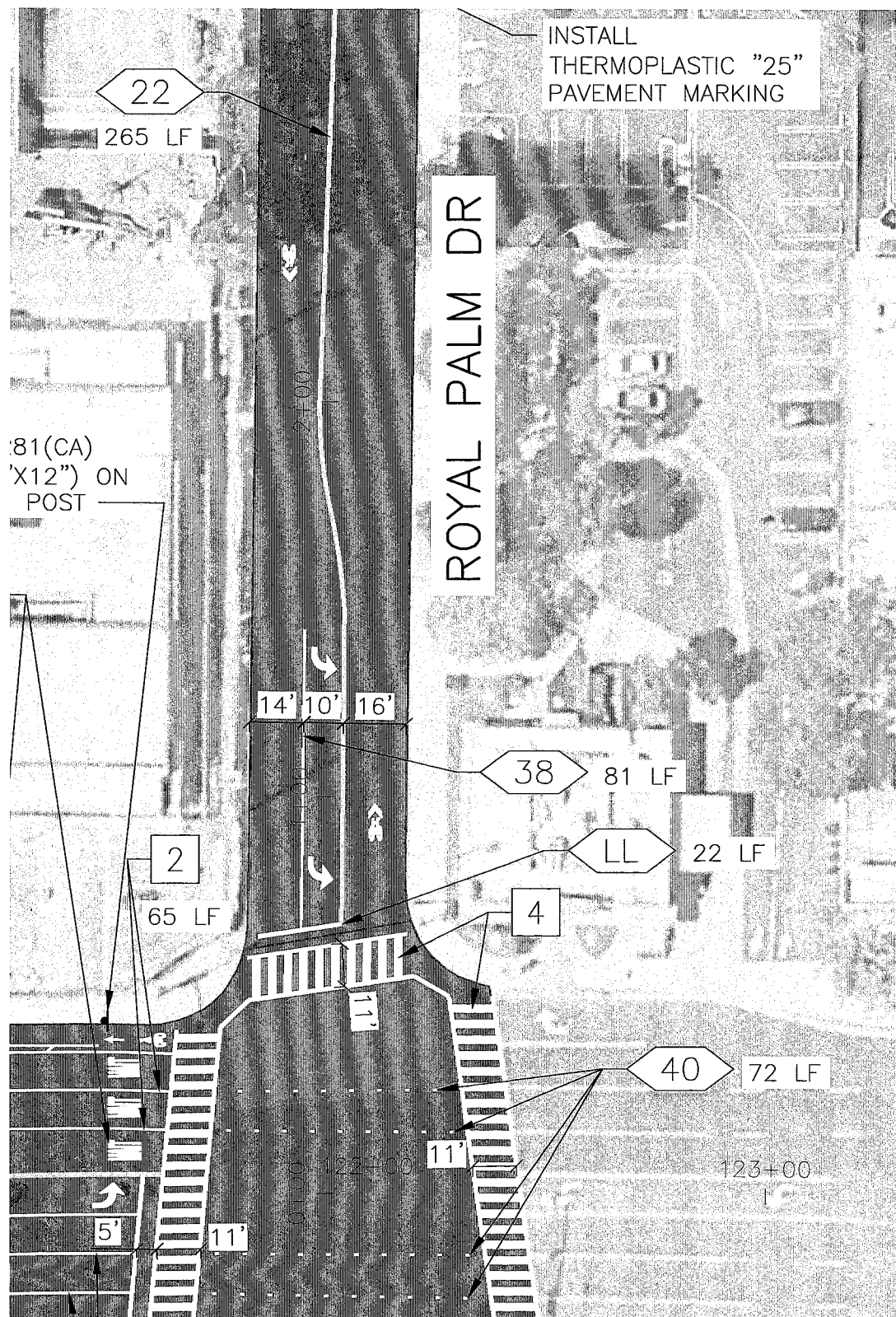
TO ALL EXISTING FIRE

4'

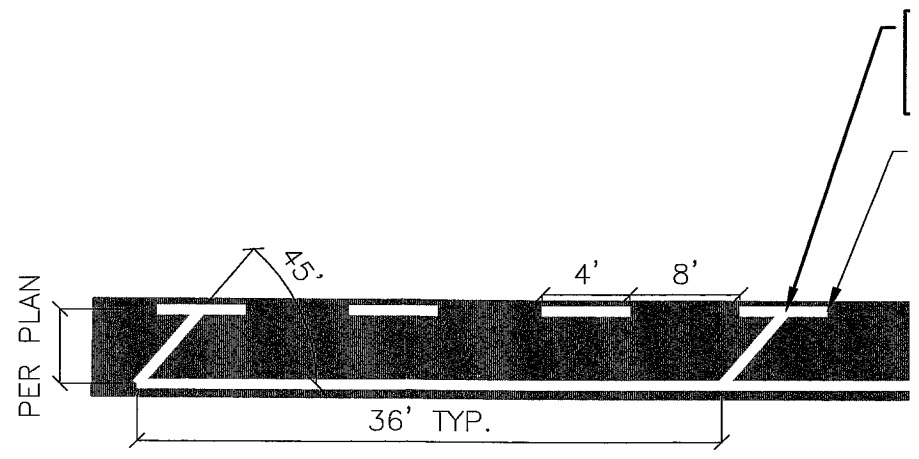
VARIES

6" WIDE WHITE PAINT

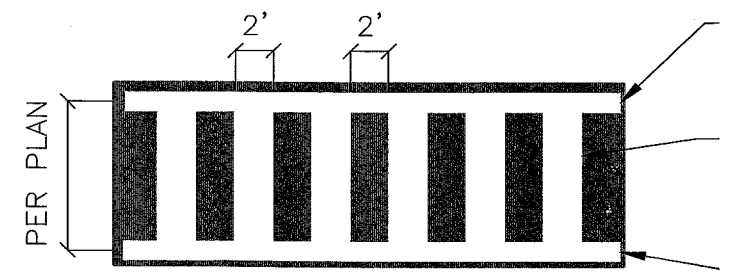




17. COSTS, SIGNS, AND/OR STRIPING MAY BE ADJUSTED FOR THE NEW LOCATION SHALL BE



DETAIL "1"  
NTS

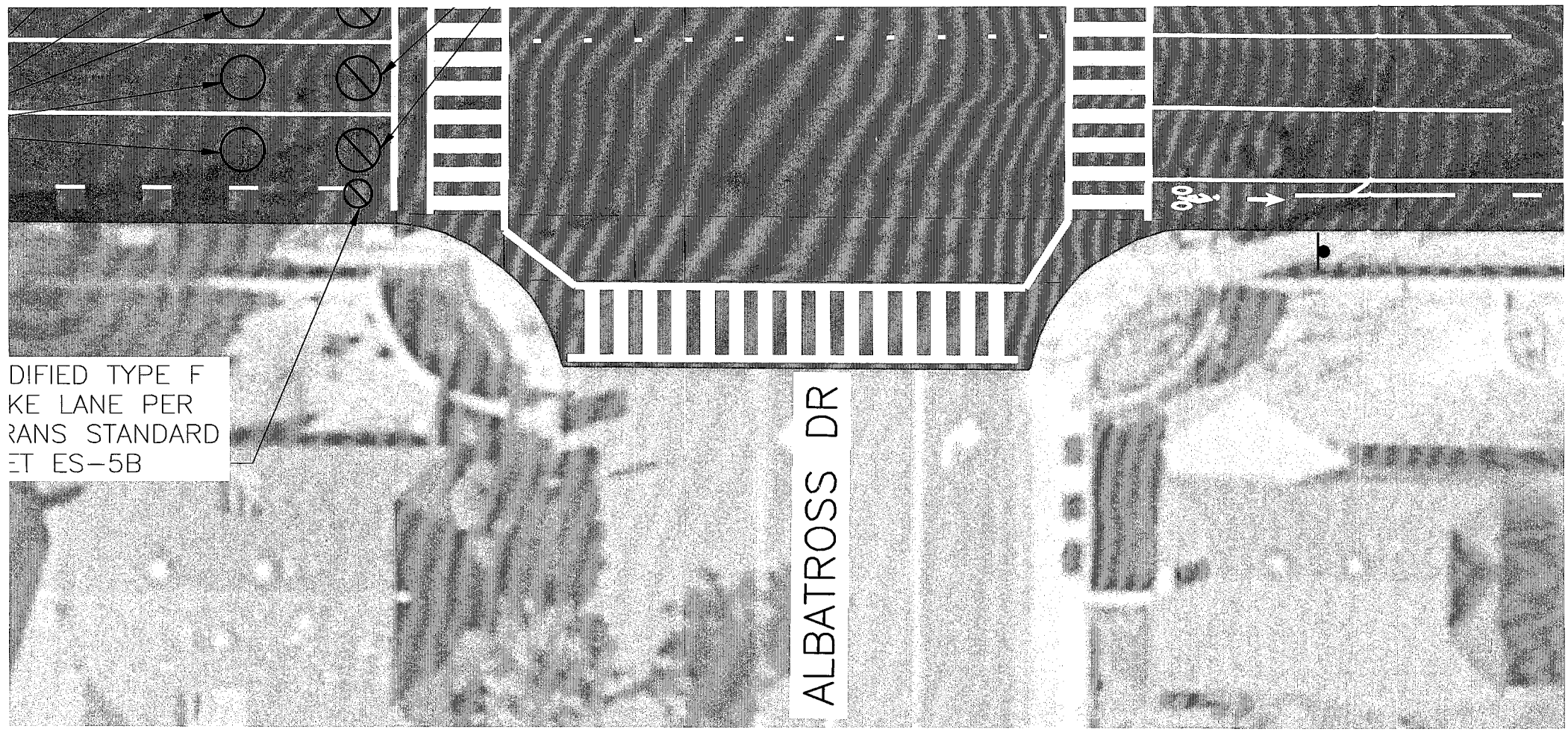


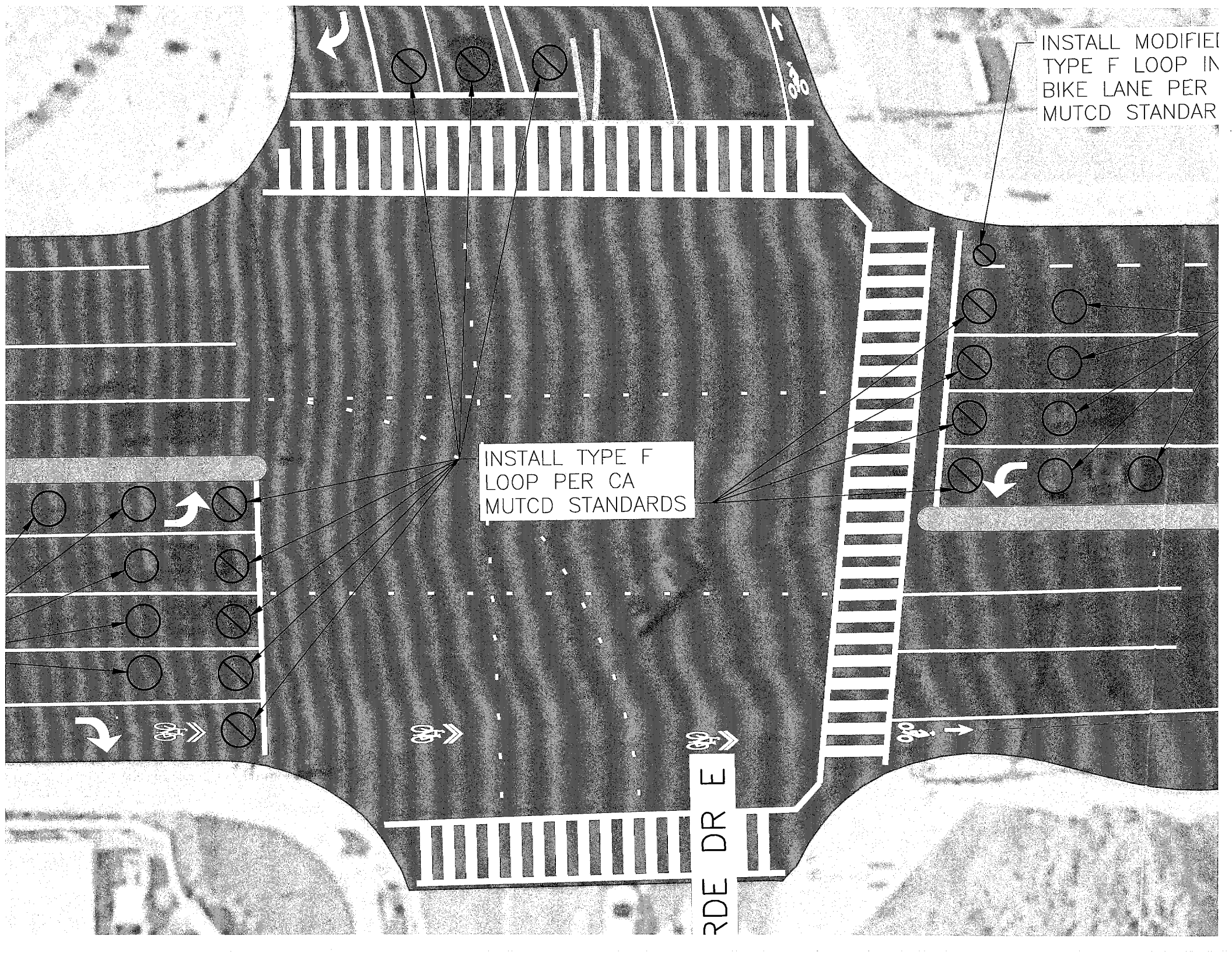
LADDER CROSSWALK  
NTS



MODIFIED TYPE F  
TRAFFIC MARKING  
PER  
TRANS STANDARD  
SECTION ES-5B

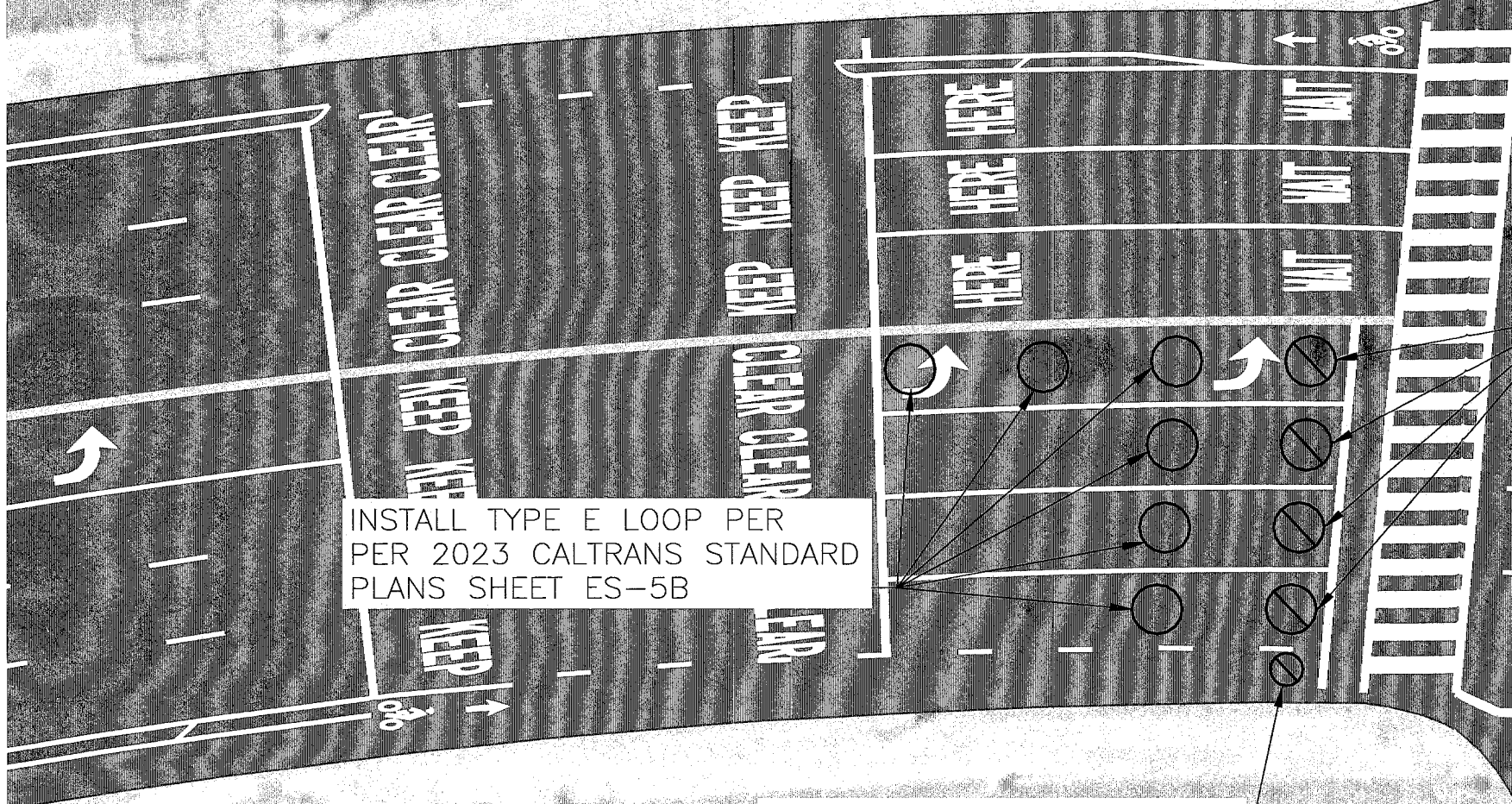
ALBATROSS DR







# ADAMS AVE



INSTALL TYPE E LOOP PER  
PER 2023 CALTRANS STANDARD  
PLANS SHEET ES-5B

INSTALL MODIFIED TYPE F  
LOOP IN BIKE LANE PER  
2023 CALTRANS STANDARD  
PLANS SHEET ES-5B

INSTALL TYPE  
2023 CALTRA  
PLANS SHEET

**EXHIBIT C**

**BONDS**

**EXHIBIT D**  
**INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2024

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Edgewood Partners Insurance Center P.O. Box 5003 San Ramon, CA 94583  www.epicbrokers.com      CA LICENSE #0B29370	<b>CONTACT NAME:</b> Certificates Department	
	<b>PHONE (A/C, No, Ext):</b> 559-451-3200	<b>FAX (A/C, No):</b> 925-901-0671
<b>E-MAIL ADDRESS:</b> EPICcerts@epicbrokers.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Arch Specialty Insurance Company		21199
<b>INSURER B :</b> Zurich American Insurance Company		16535
<b>INSURER C :</b> Great American Insurance Company		16691
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 78582659      **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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DPC100585607	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP557108811	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUE347483603	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Following-Form \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC593205710	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

Certificate Holder is Additional Insured if Required by Written Contract Excluding Workers Compensation

<b>CERTIFICATE HOLDER</b>  City of Costa Mesa P.O. Box 1200, 77 Fair Drive Costa Mesa CA 92628	<b>CANCELLATION</b>  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  Maleah Cantrell
--	--

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PO Box 5003  
San Ramon, CA 94583  
Phone: 925.244.7700  
Fax: 925.901-0244  
Email: EPICcerts@epicbrokers.com

**CERTIFICATE HOLDER:**

City of Costa Mesa  
P.O. Box 1200, 77 Fair Drive  
Costa Mesa CA 92628

**To:** Whom it may concern  
**Regarding:** Notice of Cancellation  
**Date Issued:** 2/8/2024  
**Named Insured(s):** All American Asphalt  
**Policy Number(s):** DPC100585607  
BAP557108811  
WC593205710  
TUE347483603

---

Should the above described policy be cancelled before the expiration date thereof, we will mail 30 days written notice to the above referenced Certificate Holder; except, 10 days notice for non-payment of premium.

Sincerely,

---

Maleah Cantrell

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization where the Named Insured has agreed to add as an additional insured by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense	Any location where required by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense.
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 at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be

broader than that which you are required by the contract or agreement to provide for such additional insured.

**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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, *the most we will pay on behalf of the additional insured is the amount of insurance:*

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585607

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

REFERENCE:

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization where the Named Insured has agreed to add as an additional insured by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense	All locations where required by contract.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such

additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

**Endorsement Number:**

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Policy Number:** DPC100585607

**Named Insured:** All American Asphalt

**Endorsement Effective Date:** 08/01/2023

**REFERENCE:**

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE  
REHABILITATION /

**SCHEDULE:**

The City of Costa Mesa and their elected and appointed boards,  
officers, agents, employees.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

REFERENCE:

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE  
REHABILITATION /

SCHEDULE:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585607

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **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 organization where the waiver of our right to recover is permitted by law and is required by written contract or agreement, provided the contract or agreement is executed prior to any occurrence or offense

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. All other terms and conditions of this policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585607

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023

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.

**REFERENCE:**

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE  
REHABILITATION /

**SCHEDULE:**

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

POLICY NUMBER: BAP557108811

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the *Who Is An Insured* provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** All American Asphalt

**Endorsement Effective Date:** 08/01/2023

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the *Who Is An Insured* provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**SCHEDULE:**

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> All American Asphalt</p> <p><b>Endorsement Effective Date:</b> 08/01/2023</p>
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### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**SCHEDULE:**

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

# 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 **0.00** % of the California workers' compensation premium otherwise due on such remuneration.

### Schedule

**Person or Organization**

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**

**Job Description**

**ALL CA OPERATIONS**

**SCHEDULE:**

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees.

**REFERENCE:**

#23-07 / RE: ADAMS AVENUE AND ROYAL PALM DRIVE REHABILITATION /

Policy Number: WC593205710

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2023



**EXHIBIT E**

**DRUG-FREE WORKPLACE POLICY**

## COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

### BACKGROUND

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

### PURPOSE

It is the purpose of this Policy to:

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

### POLICY

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

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

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
<b>DRUG-FREE WORKPLACE</b>	<b>100-5</b>	<b>8/08/89</b>	<b>2 OF 3</b>

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

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
<b>DRUG-FREE WORKPLACE</b>	<b>100-5</b>	<b>8/08/89</b>	<b>3 OF 3</b>

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