

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
BUS SHELTERS INSTALLATION PROJECT**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated May 20, 2022 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and CALPROMAX ENGINEERING, INC., a California corporation ("CONTRACTOR").

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

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

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

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

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

1. SCOPE OF WORK.

The work includes, but is not limited to, mobilization activities, temporary traffic control, removal and disposal of existing bus shelters and amenities, installation of bus shelters and trash receptacles, removal of existing curbs and sidewalks and construction of new curbs and sidewalks in accordance with the City's specifications, and all other work as depicted within the plans and as described within the specifications associated with the Project (the "Work").

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

The Project is known as the Project W – Bus Shelters Installation Project.

2. CONTRACT DOCUMENTS.

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

- (a) This Agreement;
- (b) CONTRACTOR's proposal, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including notice inviting bids, plans, profiles, detailed drawings

and specifications, including general provisions and special provisions, attached hereto as Exhibit B and incorporated herein;

- (d) Drug-Free Workplace Policy, attached hereto as Exhibit C and incorporated herein; and
- (e) 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 Victor Chavez, 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 proposal. CONTRACTOR's total compensation shall not exceed Thirty-Five Thousand Nine Hundred Sixty Dollars (\$35,960.00).

8. ADDITIONAL SERVICES.

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

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

9. PAYMENTS TO CONTRACTOR.

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

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

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

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

10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within fifteen (15) working days from the date set forth in the Notice to Proceed or the first day of commencement of the Work, whichever occurs first.

12. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

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

13. LIQUIDATED DAMAGES.

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

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

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b)

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

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

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

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

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

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a 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. The surety for the bond and the form thereof shall be satisfactory to CITY. In addition, such surety must be authorized to issue bonds in California; 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 bond 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, with counsel of CITY's choosing, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors,

but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

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

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

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

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

21. INSURANCE.

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

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

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

(5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

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

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

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

22. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The

employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

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

23. COMPLIANCE WITH ALL LAWS.

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

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Exhibit C. 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: Victor Chavez

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

CalPromax Engineering, Inc.
700 S. Van Buren St. Ste. C
Placentia, CA 92870
Attn: Maria Armogesa

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

United States Fire Insurance Company
725 South Figueroa, Suite 2300
Los Angeles, CA 90017
Attn: Mark Owens

28. INDEPENDENT CONTRACTOR.

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

29. PERS ELIGIBILITY INDEMNIFICATION.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

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

31. GOVERNING LAW.

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

32. NO THIRD PARTY BENEFICIARY RIGHTS.

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

33. ASSIGNABILITY.

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

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing

and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. HEADINGS.

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

36. COUNTERPARTS.

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

37. CORPORATE AUTHORITY.

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

[SIGNATURE PAGE FOLLOWS.]


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
NIZAR KABBANY - PRESIDENT
Name and Title

Date: 06/06/2022

Signature

Date: _____

Name and Title

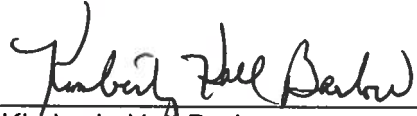
ATTEST:


Brenda Green
City Clerk




Date: 6/17/2022

APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney

Date: 6/15/22


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 6/8/22


APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 6/15/22

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 6-7-22



Victor Chavez
Project Manager

Date: 06/07/2022

EXHIBIT A
CONTRACTOR'S PROPOSAL

**PROPOSAL FOR
PROJECT W – BUS SHELTERS INSTALLATION PROJECT**

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE PROJECT W – BUS SHELTERS INSTALLATION PROJECT, 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 FOR ORDERING AND FINISHING THE BUS SHELTER AND AMENITIES, AND COMPLETE SAID WORK WITHIN FIFTEEN (15) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

| PROPOSAL BID SCHEDULE | | | | | |
|------------------------------|--|----------|------|----------------------------|-----------------------------|
| ITEM # | BID ITEM DESCRIPTION | EST. QTY | UNIT | UNIT PRICE (in figures) | ITEMS TOTAL (in figures) |
| 1 | Mobilization and Demobilization | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 2 | Construct Type "A" Curb per City Std. Drawing No. 311 | 16 | LF | \$ 100.00 | \$ 1,600.00 |
| 3 | Construct 4" PCC Over 6" CMB Sidewalk per City Std. Drawing No. 411 (modified) | 300 | SF | \$ 25.00 | \$ 7,500.00 |
| 4 | Transport and Install Bus Shelters and Benches (City Furnished and Stored at Corporate Yard) | 3 | EA | \$ 3,500.00 | \$ 10,500.00 |
| 5 | Transport and Install Trash Receptacles (City Furnished and Stored at Corporate Yard) | 3 | EA | \$ 600.00 | \$ 1,800.00 |
| 6 | Remove Existing Curb | 16 | LF | \$ 60.00 | \$ 960.00 |
| 7 | Remove Existing AC Walkway | 300 | SF | \$ 6.00 | \$ 1,800.00 |
| 8 | Remove and Salvage Existing Bus Shelters and Amenities | 1 | LS | \$ 1,200.00 | \$ 1,200.00 |
| 9 | Temporary Traffic Control | 1 | LS | \$ 600.00 | \$ 600.00 |
| TOTAL: | | | | | \$ 35,960.00 |


Bidder's Initials

**PROPOSAL BID SCHEDULE
(CONTINUED)**


NOTES:

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

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

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

5. Bidder declares that it has read and understands Item 14 & 15 of Information for Bidders (Page B-2 and B-3).


Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) THIRTY FIVE THOUSAND NINE HUNDRED SIXTY
DOLLARS & ZERO CENTS (\$ 35,960.00)

Contractor's Lawful Name: CALPROMAX ENGINEERING, INC. in figures

Bidder's Name: MARIA ARMOGEDA Bidder's Initials: MA

Contractor's License No. 995933 Expiration: 08/31/2022

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

Contractor's DIR Registration Number: [REDACTED]

Signature: *M. Armogeda* Date: 03/24/2022

Contractor's Address: 700 S. VAN BUREN ST., STE. C
PLACENTIA, CA 92870

Telephone Number: (714) 573-4599 Mobile No.: ()

Fax Number: (714) 459-7088 E-mail: calpromax@gmail.com

24-Hour Emergency Contacts:

[REDACTED]
Name

Telephone Number [REDACTED]

Name

Mobile No. [REDACTED]

Telephone No.: ()

Name

Mobile No.: ()

Telephone No.: ()

Mobile No.: ()

MA
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.



Bidder's Initials

Respectfully Submitted,

CALPROMAX ENGINEERING, INC.
 Contractor's Business Name
 700 S. VAN BUREN ST., STE. C
 Business Address: Street
 PLACENTIA CA 92870
 City State Zip
 (714) 573-4599
 Business Phone Number

 Name Title

 City State Zip

MARIA ARMOGEDA VICE PRESIDENT
 Contractor Title
M. Armogeda
 Signed By Title
 995933 A, B 08/31/2022
 Contractor's License No. and Classification Exp. Date
 03/24/2022

 Date

 Residence: Street
 (213) 448-4028
 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: 46-3435636

Name NIZAR KABBANY - President
 Name MARIA ARMOGEDA - Vice President
 Name _____

Can Sign

Must Sign

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|---|
| X |
| X |
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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.

NIZAR KABBANY - PRESIDENT _____
MARIA ARMOGEDA - VP/SEC/TREAS _____

MA
 Bidder's Initials

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

| <u>Addendum No.</u> | <u>Date Received</u> | <u>Bidder's Signature</u> |
|---------------------|----------------------|--|
| 1 | March 17, 2022 |  |
| | | |
| | | |

CONSTRUCTION PROJECT REFERENCES

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

| <u>Date Project Awarded</u> | <u>Awarding Agency</u> | <u>Agency's Contract Administrator Contact Information</u> |
|-----------------------------|------------------------------|--|
| 08/14/2019 | City of Orange | Kathy Nguyen (714) 744-2258 |
| 12/09/2019 | City of Huntington Park | Susan Crum (323) 584-6230 |
| 05/07/2020 | Department of Transportation | Shira Rajendra (916) 227-6299 |
| 10/22/2020 | City of South El Monte | Donna G. Schwartz (626) 579-6540 |
| IN PROGRESS | | |
| 11/01/2021 | City of Bell | Rey Alfonso (323) 923-2626 |
| 11/09/2021 | City of Orange | Martin Varona (714) 744-5544 |
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Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

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

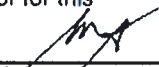
Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

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> |
|----------------------------|--------------------------|--|-----------------------------|--------------|--------------------------------|
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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: CALPROMAX ENGINEERING, INC. Phone: (714) 573-4599

Address: 700 S. VAN BUREN ST., STE. C Fax: (714) 459-7088
PLACENTIA, CA 92870

Contact Person: MARIA ARMOGEDA No. of years in business: 7.5

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

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

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

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: All American Asphalt Phone: (951) 736-7600

Address: PO Box 2229 Fax: (951) 736-4671
Corona, CA 92878

Contact Person: Eric Romdall 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? Asphalt supplier

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

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: Robertson's Phone: (800) 834-7557

Address: 200 S. Main St., Ste. 200 Fax: (951) 493-6462
Corona, CA 92882

Contact Person: Andy Enriquez 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? Concrete supplier

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

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.


CALPROMAX ENGINEERING, INC.
Contractor Firm Name
MARIA ARMOGEDA
Name of Principal
VICE PRESIDENT
Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20__.

My Commission Expires: _____
April 2, 2024

Notary Public


Bidder's Initials

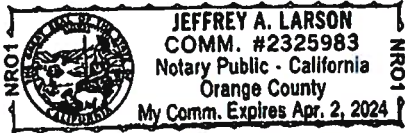
*See
attachment*

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 24th
day of March, 2022, by Maria Armoqeda

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



(Seal)

Signature 

**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: 03/24/2022

CONTRACTOR



CALPROMAX ENGINEERING, INC.

Company Name

PROJECT: PROJECT W – BUS SHELTERS INSTALLATION PROJECT

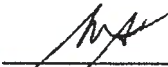


Bidder's Initials

DRUG-FREE WORKPLACE POLICY

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

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



Bidder's Initials



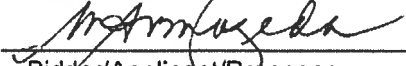
**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM**

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 |
|------|---------------|------------------------------|-------------------|--------|
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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

MARIA ARMOGEDA - VICE PRESIDENT



CITY OF COSTA MESA

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

FROM THE PUBLIC SERVICES DEPARTMENT/ENGINEERING DIVISION

DATE: MARCH 7, 2022
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: ADDENDUM NO. 1: PROJECT W – BUS SHELTERS INSTALLATION PROJECT

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

Received by: Maria Armogeda
Company: Calpromax Engineering, Inc.

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 and modifies the following items:

In the Special Provisions, pages SP-11 and SP-12 shall be replaced in their entirety as shown on Attachment 1.

Each prospective bidder **MUST** fill out the bid addenda acknowledgment on page P-4 of the bid documents **AND** also sign and acknowledge this sheet.

The contents of this addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City to clarify the above-mentioned items to all bidders. Should it be necessary to request clarification on these matters, please contact me via email: Seung.Yang@costamesaca.gov.

Sincerely,

Seung Yang, P.E.
City Engineer

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Calpromax Engineering, Inc.
700 S. Van Buren Street, Ste. C
Placentia, CA 92870

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

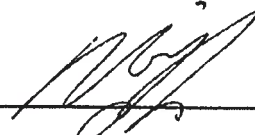
Project W - Bus Shelters Installation Project, Costa Mesa, CA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2022.

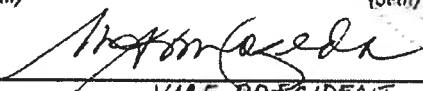


(Witness)



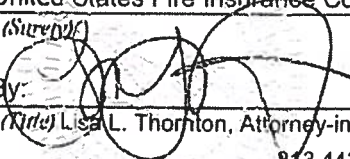
(Witness) Maria Pena

Calpromax Engineering, Inc.
(Principal) _____ (Seal)

By: 

(Title) VICE PRESIDENT

United States Fire Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Lisa L. Thornton, Attorney-in-Fact
813 443-2464

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

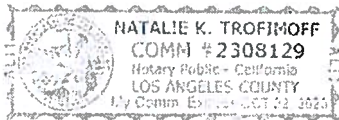
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On 3-18-2022, before me, Natalie K. Trofimoff, Notary Public, personally appeared Lisa L. Thornton, 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.



(Seal)

Signature: *Natalie K. Trofimoff*
Natalie K. Trofimoff, Notary Public

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0168722

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*C.K. Nakamura, Noemi Quiroz, Maria Pena, Tim M. Tomko, Tiffany Coronado, Jessica Rosser, Natalie K. Troftmoff,
Lisa L. Thornton, Patricia S. Arana*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

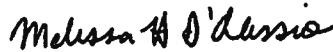
UNITED STATES FIRE INSURANCE COMPANY



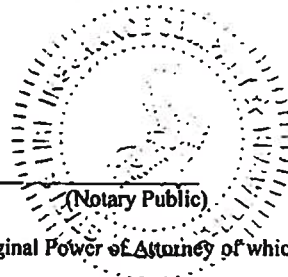
Matthew E. Lubin, President

State of New Jersey)
County of Morris)

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



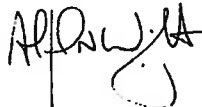
Melissa H. D'Alessio



I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18th day of March 20 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



EXHIBIT B
BID PACKAGE

**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:

PROJECT W – BUS SHELTERS INSTALLATION PROJECT

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **2:00 P.M., THURSDAY, MARCH 24, 2022**, 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 in general consists of mobilization activities, temporary traffic control, removing and salvaging existing bus shelters and amenities as directed by Engineer, furnishing and installing new bus shelters and amenities, construction of ADA compliant sidewalk. The new bus shelters and trash receptacles will be furnished by the City and are being stored at the City's corporate yard.

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 was 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. **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.

8. **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.
9. **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.
10. **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.
11. **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 Services Department, via e-mail at janet.zuazo@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa
Dated: March 7, 2022

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City of Costa Mesa (City) requires that bids be submitted on the proposal form within the Contract Documents at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Each Bidder is responsible for acknowledging addenda.
2. **QUALIFICATION OF BIDDERS:** Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid form.
3. **BID SECURITY:** Each bid shall be accompanied by either cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, 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 ten (10) 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 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), added 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 summary of Section 9204 is specified as follows:

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

All claims arising out of or related to the Contract Documents or this Project, and

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

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address:

| | |
|-------------------------|-------------------|
| Telephone: _____ | FAX: _____ |
|-------------------------|-------------------|

Plan Sheet: _____

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

TO A/E: _____

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) _____

_____ (\$ _____)
in figures

Contractor's Lawful Name: _____

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

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Contractor's DIR Registration Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

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

Fax Number: (_____) E-mail: _____

24-Hour Emergency Contacts:

_____ 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.

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

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

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

CONSTRUCTION PROJECT REFERENCES

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

| <u>Date Project Awarded</u> | <u>Awarding Agency</u> | <u>Agency's Contract Administrator Contact Information</u> |
|-----------------------------|------------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
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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 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: PROJECT W – BUS SHELTERS INSTALLATION PROJECT

Bidder's Initials

**PROPOSAL FOR
PROJECT W – BUS SHELTERS INSTALLATION PROJECT**

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **PROJECT W – BUS SHELTERS INSTALLATION PROJECT**, 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 FOR ORDERING AND FUNISHING THE BUS SHELTER AND AMENTITIES, AND COMPLETE SAID WORK WITHIN FIFTEEN (15) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

| PROPOSAL BID SCHEDULE | | | | | |
|------------------------------|--|----------|------|----------------------------|-----------------------------|
| ITEM # | BID ITEM DECIPTION | EST. QTY | UNIT | UNIT PRICE (in figures) | ITEMS TOTAL (in figures) |
| 1 | Mobilization and Demobilization | 1 | LS | \$ | \$ |
| 2 | Construct Type "A" Curb per City Std. Drawing No. 311 | 16 | LF | \$ | \$ |
| 3 | Construct 4" PCC Over 6" CMB Sidewalk per City Std. Drawing No. 411 (modified) | 300 | SF | \$ | \$ |
| 4 | Transport and Install Bus Shelters and Benches (City Furnished and Stored at Corporate Yard) | 3 | EA | \$ | \$ |
| 5 | Transport and Install Trash Receptacles (City Furnished and Stored at Corporate Yard) | 3 | EA | \$ | \$ |
| 6 | Remove Existing Curb | 16 | LF | \$ | \$ |
| 7 | Remove Existing AC Walkway | 300 | SF | \$ | \$ |
| 8 | Remove and Salvage Existing Bus Shelters and Amenities | 1 | LS | \$ | \$ |
| 9 | Temporary Traffic Control | 1 | LS | \$ | \$ |
| TOTAL: | | | | | \$ |

Bidder's Initials

**PROPOSAL BID SCHEDULE
(CONTINUED)**

NOTES:

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

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

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

5. Bidder declares that it has read and understands Item 14 & 15 of Information for Bidders (Page B-2 and B-3).

Bidder's Initials

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.

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.

The section numbers of these Special 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.

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

Proposal shall be made and submitted on proposal forms as provided within Section C of the Contract Documents 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.

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 within fourteen (14) days after the mailing of the Notice of Award. 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 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 activities, temporarily traffic control, removal and disposal of existing bus shelters and amenities, furnish and installation of new bus shelters and amenities, construction of ADA compliant sidewalk; and all other work as required. The CONTRACTOR shall furnish all 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.

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.

2-5.2 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 1st 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 is 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 required.

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.

3-8.2 Working Drawings

[Add the following:].

3-8.2.1 "As-Builts"

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. 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. Upon completion of all Work, the Contractor shall return the control set to the ENGINEER. **Final payment will not be made until this requirement is met.** The cost of preparing the "as-built" mark-ups shall be considered included within the various bid items as depicted within the bid proposal, and not further compensation will be allowed therefore.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The Contractor will perform and be responsible for the accuracy of setting all required survey stakes adequate for the construction of the project.

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 2nd 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.

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.

3-12.4.1 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.

3-12.6 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 is required, therefore no SWPPP 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

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 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.

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 SWPPP requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, 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.

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 2nd sentence of 1st paragraph with the following:].

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

SECTION 4 – CONTROL OF MATERIALS

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.

The Contractor shall comply with and meet all applicable SCAQMD, OSHA, NPDES and EPA requirements as specified. The Contractor shall be responsible to obtain those necessary manuals and publications.

5-2 SPECIAL NOTICES

[Add the following:].

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:].

Contractor shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2

commencing with Section 1770 of the California Labor Code and shall forfeit the sums prescribed therein for noncompliance with those provisions.

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.

Contractor shall also comply with Section 3700 of the California Labor Code which requires every employer to carry workers' compensation insurance or to undertake self-insurance in accordance with the provisions of that code.

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. Traffic Control shall also conform with the provisions of the latest Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

5-7.8 Steel Plate Covers

5-7.8.1 General

[Add the following:].

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 1st 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 linked to the milestone tasks.

No construction shall be allowed to take place during the week of Thanksgiving, or during the weeks of Christmas and New Year

[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 1st 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 **FIFTEEN (15) 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.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

[Replace the 1st 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 entire paragraph with the following:].

The amount of liquidated damages shall be \$500 per calendar day and in accordance with the Contract Agreement provisions.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General

[Replace the 1ST 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. See Special Provisions for individual Bid Item descriptions.

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 1st 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 2nd 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 3rd 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 the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the CITY. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

[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.

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

7-4.2 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 five (5) percent on the subcontracted portion of the extra work may be added by the Contractor.

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

[Add the following:].

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.

SPECIAL PROVISIONS

[Add the following Section:].

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", 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.

[Add the following Section:].

100-2 MOBILIZATION AND DEMOBILIZATION

100-2.1 General

Mobilization shall comply with Section 7-3.4 of the General Provisions and the following:

[Add the following:].

Mobilization shall consist of obtaining all necessary bonding, insurance and performance of all preparatory work and operations.

Mobilization shall include costs and fees for obtaining construction permits and/or permit riders as may be required by law, and for obtaining bonds, insurance and financing for the entire project prior to beginning work.

Mobilization shall include compliance with all water quality and air quality laws; maintaining dust control at all times; furnishing all water required for the construction work; protection of utilities, trees, fences, walls, landscaping and other facilities; and the relocations as shown on the plans.

The Contractor is responsible for securing an adequate storage and staging area site for equipment and materials. The Contractor shall confine his operations within the project area. No encroachment into private property will be permitted without the prior written consent of the property owner. Obtaining this consent will be the responsibility and the costs of the Contractor. Material shown on the plans or designated in the Special

Provisions which is to be used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced at the option of the ENGINEER by the Contractor at the Contractor's sole expense.

100-2.2 Measurement and Payment

BID ITEM No. 1: MOBILIZATION AND DEMOBILIZATION

Measurement and Payment for "**Mobilization and Demobilization**" shall be included in the **Lump Sum (LS) Price** basis. 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, Bonds, Insurance, staging/storage area and incidentals necessary to perform all related items of work in accordance with the Specifications. 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. No additional compensation will be allowed.

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.

300-1.3 Measurement

300-1.4 Payment

[Replace with the following:].

All other clearing, grubbing or tree trimming associated with the Project shall be included in the lump sum or unit prices shown in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing and demolition as shown on the Plans and as specified and as directed by the ENGINEER, including the removal and disposal of all the resulting materials.

303 – CONCRETE AND MASONRY CONSTRUCTION

[Add the following:].

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The following bid Items shall conform to the Standard Specifications and Special Provisions hereafter, unless otherwise added/modified/replaced herein:

303-5.1 Requirements

303-5.1.1 General

[Replace the entire Subsection with the following:].

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

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

The certified tickets accompanying each batch of ready-mix concrete delivered to the job site shall clearly show the "class designation" of the specified concrete mix in addition to the requirements of Subsection 201-1.4.3, "Transit Mixers" of the Standard Specifications.

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

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

CITY Standard Drawings

The following CITY Standard Drawings shall apply:

-
- Curb and Gutter shall conform to the CITY Standard Drawing No. 312 and 314 and 311 Type A (CF=6").
 - Concrete Sidewalk - Nos. 411, 411 modified, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB, unless otherwise noted herein or on the plans.
 - Concrete Driveways – Nos. 513 and 514.
 - Parkway Drain – Nos. 417 and 418.

Caltrans Standard Plans

The following Caltrans Standard Plans shall apply:

- ADA Wheelchair Ramp - construction shall conform to Caltrans Standard Drawing No. RSP A88A and A88B for passageway adjusted to meet the latest ADA regulations and requirements. The width of the wheelchair access ramp "W" shall be a minimum of five (5') foot wide, unless noted otherwise on the Plans.

Standard Plans Public Works Construction (SPPWC)

The following SPPWC Standard Plans shall apply:

- Concrete Sidewalk - Std. Plan 112-2 and 113-2.

303-5.1.1 a) Access Ramps

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

All new concrete shall be placed within **five (5) working days** after removal of existing concrete.

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

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

The detectable warning surface shall be "Cast in Place Tactile/Detectible Wearing

Surface Tile" replaceable panels made of vitrified polymer composite construction, embedded type, manufactured by Armor Tile Tactile Systems, Buffalo, New York, or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow** conforming to Federal Color No. 33538. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

Truncated dome panels shall be 3'x4' or 3'x5' in size or as specified on the plans. The orientation of the dome patten for all panels shall be parallel with the panel edges.

The Contractor shall ensure safe passage by pedestrians during the ADA ramp construction and afford one safe crossing of the street at all times. The Contractor shall set-up all required signage and barricades within the work zone to provide safe pedestrian passage.

AC Tie-in

The Contractor shall saw cut, remove, and reconstruct a minimum of a two (2) foot width (slot patch) of adjoining structural section of the pavement to the limits of the ADA Ramp construction (BCR joint to ECR joint). The AC structural section to be replaced shall be 8" AC Base Course/8" CMB or 12" full depth AC Base Course with compaction as required by the Standard Specifications.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete ramp, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.

Curb and Gutter

The Contractor shall sawcut and remove existing curb and gutter, and construct either Type "C-6" curb and gutter, "C-8" curb and gutter, or Type A curb (6" CF) pursuant to the existing curb and gutter condition conforming to the CITY Standard Drawing No. 311 and 312, rolled curb and gutter and/or modified curb and gutter at locations marked in the field by the ENGINEER or as designed on the Plans.

Removal of the Concrete Curb and Gutter and AC shall conform to Section 401 "Removal" of the Standard Specifications.

Type A curb (6" CF) shall include construction of a moisture barrier below subgrade where medians are landscaped.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed, as part of the access ramp construction shall be replaced in-kind and made a part of the work in conformance with

these Special Provisions and Standard Specifications at no additional cost to the CITY.

Other Existing Facilities and Obstructions

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations at no additional cost to the CITY.

The Contractor shall locate and protect the traffic signal home-run within the slot patch and ramp area and coordinate with the City with respect to the signal loop replacement work as shown on the plans or as required. If the Contractor damages the existing signal loop conductor/conduit or other wiring to the signal pull box, all damage to said existing improvements shall be repaired/replaced to an in-kind condition pursuant to the required specifications and the system shall be restored for full operation at no cost to the City.

The Contractor shall mark, protect, adjust, and re-set all utility boxes/vaults within the reconstructed area. Additionally, the Contractor shall replace any existing marked, labeled or stamped concrete on the face of curb of existing utilities, which include, but not limited, to water, sewer, gas, etc.

303-5.1.1 b) Curb and Gutter

Per CITY Standards, weakened plane joints are required every ten feet (10') and felt paper every forty feet (40'). Transitional curb and gutter shall be ten feet (10') from one type to the other. No construction joints will be permitted. Top of curb construction shall be "straight grade" between elevations shown on plans.

Contractor shall have the option of using cast-in-place, pre-cast or extruded curb throughout the entire project, in strict accordance with the layout, sections and details shown on the plans and provided the product meets or exceeds the requirements of these special provisions.

A sidewalk 1/2-inch radius edging tool is to be used to finish the back edge of all curbs.

303-5.1.1 c) Concrete Sidewalk

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to these Special Provisions and as shown on the Plans. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements. Prior to initiating the work outside the City rights-of-way, the City will obtain the necessary right of access documents from the private property owner.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete sidewalk, a one-foot (1') adjoining pavement section shall be removed and

replaced with a structural section of 4" AC Surface Course/4" CMB.

The Contractor shall inspect the location of the concrete sidewalk work area to be re-constructed prior to beginning the work. If the work entails removing and replacement of existing concrete sidewalk outside the work limit area as depicted within these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

Walkway replacement needed to join new sidewalk shall be in kind to the walkway removed or as directed by the ENGINEER's representative.

Sidewalk score lines shall have a minimum finished depth of 1/2-inch.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed as part of the concrete walkway construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions, Standard Specifications, and as directed by the ENGINEER at no additional cost to the CITY.

The Contractor shall place new sod or seed and top soil to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations. The Contractor may be directed by the ENGINEER to sod or seed other areas as necessary in conformance with these Specifications.

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

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations. Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 of the Standard Specifications.

The Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust the heads to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½" schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER.

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

The Contractor shall cut interfering portions of existing irrigation lines and cap all ends for

future reconnection at the time that the work is started at each location, All repair and replacement of the irrigation system shall be done within five (5) days or sooner after disconnection. During disconnection period of existing irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with a temporary irrigation system and/or shall water the landscaped areas by hand. Homeowner's water supply shall not be used without written consent from each homeowner.

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

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

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

Other Existing Facilities and Obstructions

Contractor shall adjust to grade existing water meter boxes (WM) to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes shall be removed and replaced by the Contractor, contact Mesa Water District to obtain and pickup new WM box. WM box shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field.

The Contractor shall relocate any street signs, which interfere, or conflict with construction of the sidewalk. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on the Plans or as depicted within these Specifications.

At certain addresses, the Contractor will be directed to remove concrete and/or other improvements in the right-of-way. Upon the completion of the removal of existing concrete improvements within the parkway, including the underlying aggregate base for which no replacement is required, the Contractor shall backfill the void with Modified Class "A" Topsoil for placing new sod or seed as directed in those respective bid items.

303-5.9 Measurement and Payment

[Replace the entire Subsection with the following:].

Bid Item No. 2: Construct Type "A" Curb Per City Std. Dwg. No. 311

Measurement and Payment for "**Construct Type "A" Curb per City Std. Dwg. No. 311**" shall be per the unit price bid per **Linear Foot (LF)** as constructed in accordance with these Special Provisions, Standard Specifications, per City Standard Drawing 311, as shown on the Plans, and as shown in the bid schedule. The Work shall include, but not limited to, preparation of sub-base and compaction, CMB, placement and compaction of CMB, forms, placement of concrete, all joints, tie-in to existing curb and sidewalk, tie-in at bus shelter supports, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to construct the Type A curb. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 3: Construct 4" Thick PCC over 6" CMB Sidewalk Per City Std. Dwg. No. 411 (Modified)

Measurement and Payment for "**Construct 4" Thick PCC Over 6" CMB Sidewalk per City Std. Dwg. No. 411 (Modified)**" shall be per the unit price bid per **Square Foot (SF)** as constructed in accordance with these Special Provisions, Standard Specifications, per modified City Standard Drawing 411 (Modified) with "S" dimension as noted, as shown on the Plans, and as shown in the bid schedule. The Work shall include, but not limited to, preparation of sub-base and compaction, CMB, placement and compaction of CMB, forms, placement of concrete, all joints, tie-in to existing sidewalk, adjustments of existing utility boxes/covers to grade, replacement of landscape/irrigation within the work zone, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to construct the PCC sidewalk. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

[Replace the Entire Section with the following:].

304-1 STRUCTURAL STEEL

304-1.1 General

The structural steel and all components of the Bus Shelter and amenities shall comply with the manufacture's specifications inclusive of fabrication, assembly, and installation requirements, welding, bolts and hardware, warranty provisions, inspection, workmanship, etc.

The Bus Shelter shall be 14-foot flat roof advertising bus shelter with solar light system

and hardware Model Drawing No. 39342-00 by Tolar Manufacturing Company, Inc. or approved equal.

The Bus Shelter shall include premium powder coat with coastal pretreatment and clear coat finish. Color finish shall be Cobalt Blue RAL 5013 pursuant to Tolar Manufacturing Company, Inc. specifications or approved equal.

The Trash Receptacle shall be a 24" min dia. x 33" min height (base to lid) steel mesh pedestal type with locking lid pursuant to Tolar Manufacturing Company, Inc. drawing number 35861-00 or approved equal.

The Trash Receptacle shall include premium powder coat with coastal pretreatment and clear coat finish. Color finish shall be Cobalt Blue RAL 5013 pursuant to Tolar Manufacturing Company, Inc. specifications or approved equal.

The layout of the bus shelter and trash receptable at each location shall be ADA compliant pursuant to the OCTA Bus Stop and Design Guidelines, as shown on the exhibits within the appendices of these specifications and approved by the City prior to installation.

303-4.12 Measurement and Payment

Bid Item No. 4: Furnish and Install Bus Shelters and Benches

Measurement and Payment for "**Furnish and Install Bus Shelters and Benches**" shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, per Tolar Manufacturing Company, Inc ("Tolar") specifications and drawings #39342-00 or approved equal, and as shown in the bid schedule. The Work shall include, but not limited to, shop drawings, furnishing, assembling, and installing the Bus Shelters, excavation, removal, and disposal of existing concrete for shelter footings, structural calculations as prepared by a CA registered Professional Engineer/Structural Engineer on footings, construction of footings for shelters per the structural design, tie-in to existing sidewalk as required, concrete patch work as needed, restoration/repair/replacement of existing improvements damaged by Contractors operations, manufactures material warranty transferable to the CITY, and all other incidentals to install the Bus Shelters at the locations as determined by the ENGINEER in the field. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 5: Furnish and Install Trash Receptacles

Measurement and Payment for "**Furnish and Install Trash Receptacles**" shall be per the unit price bid per **Each (EA)** as constructed in accordance with these Special Provisions, Standard Specifications, per Tolar Manufacturing Company, Inc ("Tolar") specifications and drawing #35861-00 or approved equal, and as shown in the bid schedule. The Work shall include, but not limited to, shop drawings, furnishing, assembling, and installing the Trash receptacles, restoration/repair/replacement of existing improvements damaged by Contractors operations, manufactures material

warranty transferable to the CITY, and all other incidentals to install the Trash Receptables at the location as determined by the ENGINEER in the field. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

SECTION 401 – REMOVAL

401-1 GENERAL

[Add the following:].

All removal work for the three bus stop sites shall not commence until 5 days prior to the delivery date of the new bus shelters and amenities, and the City has received confirmation on the date of delivery.

401-2 ASPHALT CONCRETE PAVEMENT

[Add the following:].

Work shall consist of the removal of the existing AC pavement, and base material to the required depth, aggregate base, or other materials which may be encountered within the proposed improvement section.

The improvements to be removed shall be saw-cut with straight neat lines prior to removal.

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in the Standard Specifications at Contractor's expense. The use of stompers will not be allowed for any work on this project.

It is the Contractor's responsibility to do whatever subsurface exploration required to submit a complete bid covering the cost of removal to the grades required.

All removed material, unless otherwise noted, becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections

[Add the following:].

Work shall consist of the removal of the existing curb, and base material to the required depth, aggregate base, Portland cement concrete (reinforced or not); or other materials

which may be encountered within the proposed improvement section.

The improvements to be removed shall be saw-cut with straight neat lines prior to removal.

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in the Standard Specifications at Contractor's expense. The use of stompers will not be allowed for any work on this project.

It is the Contractor's responsibility to do whatever subsurface exploration required to submit a complete bid covering the cost of removal to the grades required.

All removed material, unless otherwise noted, becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

401-5 OTHER IMPROVEMENTS

[Add the following:].

The existing bus shelters and amenities shall be removed and salvaged. The Contractor to contact Clear Channel Outdoor at 310-755-7263 to arrange pick-up of the salvaged material. All existing material that is removed from the 3 sites that is deemed non-salvageable shall be disposed of by the Contractor at an approved disposal site.

401-6 MEASUREMENT

401-7 PAYEMENT

[Replace the entire Subsection with the following:].

401-7 Measurement and Payment

Bid Item No. 6: Remove Existing Curb

Measurement and Payment for "**Remove Existing Curb**" shall be per the unit price bid per **Linear Foot (LF)** in accordance with these Special Provisions, Standard Specifications, as shown on the Plans, and as shown in the bid schedule. The Work shall include, but not limited to, saw-cutting, excavation, removing and disposing of concrete curb, removal and disposal of unsuitable base material, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to remove the curb. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 7: Remove Existing AC Walkway

Measurement and Payment for “**Remove Existing AC Walkway**” shall be per the unit price bid per **Square Foot (SF)** in accordance with these Special Provisions, Standard Specifications, as shown on the Plans, and as shown in the bid schedule. The Work shall include, but not limited to, saw-cutting, excavation, removing and disposing of AC, removal and disposal of unsuitable base material, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to remove the AC Walkway pursuant to the limits as approved by the ENGINEER in the field. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

Bid Item No. 8: Remove and Salvage Existing Bus Shelters and Amenities

Measurement and Payment for “**Remove and Salvage Existing Bus Shelters and Amenities**” shall be per the unit price bid per **Lump Sum (LS)** in accordance with these Special Provisions, Standard Specifications, as shown on the Plans, and as shown in the bid schedule. The Work shall include, but not limited to, cutting, disassembling, removing, and salvaging the existing bus shelters and amenities, and disposing of material not deemed salvageable, coordinating with Clear Channel on the bus shelter and amenities for pick-up, restoration/repair/replacement of existing improvements damaged by Contractors operations, and all other incidentals to remove and salvage the bus shelters and amenities pursuant to the limits as approved by the ENGINEER in the field. Payment shall be considered full compensation for furnishing all labor, materials, equipment, and disposal costs to complete the Work and no additional compensation will be allowed.

SECTION 402 – UTILITIES

The following bid items shall conform to Section 402 (Utilities), of the Standard Specifications, unless otherwise added/modified/replaced herein.

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 owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the Contractor shall be included in the bid prices for the various items of work requiring utility location 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 bid prices 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:

AT&T (right-of-way)

Valentina Gipson
3939 E Coronado St, Rm 2030
Anaheim, CA 92807
(o) 714-618-9132
Email: vk3921@att.com

AT&T

Rhonda Clary-Byers (ENGINEER for
Costa Mesa) or Doug DiPaolo
3939 E Coronado
Anaheim, CA 92807
(o) 714-618-9116 or (o) 714-618-9125
Email: rc1315@att.com
Email: dd2634@att.com

Mesa Water District

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

Mpower Communications, Inc.

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

Orange County Sanitation District (OCSD)

Rudy Davila
PO Box 8127
Fountain Valley, CA 92728
(o) 714-593-7348
(c) 714-593-3301 (24-hour)
(f) 714-962-5018
Email: RDavila@ocsd.com

Costa Mesa Sanitary District (CMSD)

Rob Hamers
290 Paularino Ave (inter-office mail okay)
Costa Mesa, CA 92626
(o) 949-631-1731
(f) 949-548-6516
Email: rbhinc@pacbell.net

Costa Mesa Sanitation District

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

Costa Mesa Sanitation District

Nabila Guzman
Construction Notices
949-645-8400 x230
Email: nguzman@cmsdca.gov

Orange County Water District (OCWD)

Chris Olsen
PO Box 8300

Fountain Valley, CA 92728
(o) 714-378-3200
(c) 714-378-3240 (24-hour)
(f) 7814-378-3373
Email: colsen@ocwd.com
utilityrequest@ocwd.com

CA Regional Water Quality – Santa Ana Region

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

Irvine Regional Water District

Kelly Lew
15600 Sand Canyon Ave
Irvine, CA 92618
(o) 949-453-5586
(p) 949-729-7300 (24-hour)
(f) 888-496-1244
Email: lew@irwd.com

Irvine Ranch Water Dist-Development Services*

Christian Kessler, PE
15600 Sand Canyon Ave
Irvine, CA 92618
(o) 949-453-5300
(p) 949-453-5441
(f) 888-496-1244
Email: KESSLER@irwd.com
*utility requests

Irvine Regional Water District

Brad Jackson (Area Construction Inspector)
15600 Sand Canyon Ave
Irvine, CA 92618
(o) 949-632-0627
(p) 949-729-7300 (24-hour)
(f) 888-496-1244

Email: jackson@irwd.com

Metro Water District of So Cal

Civil ENGINEERING Substructures Section
Shoreh Zareh
PO Box 54153
Los Angeles, CA 90054
(o) 213-217-7474
(c) 626-844-5610 (24-hour)
(f) 213-217-7457
Email: szareh@mwdh2o.com (revised)
Civil ENGINEERING Substructures Section

Metro Water District of So Cal

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

SCE (utility notice requests)

Kasey Chapman
7333 Bolsa Ave
Westminster, CA 92683
(o) 714-895-0109
(c) 800-611-1911 (24-hour)
(f) 714-934-0892
Email: Kasey.chapman@se.com*

SCE (Base Maps)

Kimberlie Gurule
1444 E McFadden Ave, Bldg D
Santa Ana, CA 92705
(o) 714-796-9932
(f) 714-973-5735
Email: maprequests@sce.com*
*No pre-construction meeting notices to this address – map requests ONLY.

SCE (Senior Compliance)

Susan Morgan
(o) 909-835-7527
(c) 909-835-7527

Email: susan.morgan@sce.com
*No pre-construction meeting notices
BUT
Susan Morgan and Monica Balderas
would
like to attend all UTILITY MEETINGS
and be
made aware of any fee schedule
changes.

Reminder

After facilities are identified on the plans,
send the plans to Gail Gardner and she
will forward to SCE's planning
department.

Send to: gail.gardner@sce.com

**SCE (Service Planner – Orange Coast
S/C)**

Nick Mukanos
7333 Bolsa Ave.
Westminster, CA 92683
(o) 714-895-0210
Email: nick.mukanos@sce.com

**SCE (Service Planner – Orange Coast
S/C)**

Monica Balderas
7333 Bolsa Ave
Westminster, CA 92683
(o) 714-329-2778
(f) 714-895-5453
Email: monica.balderas@sce.com*

So Cal Gas Co.

Wilson Baldelomar
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-5091
(c) 800-603-7060 (24 hour)
(f) 714-634-3101
Email:
wbaldelomar@semprautilities.com

So Cal Gas (Transmission)

P. O. Box 2300

Chatsworth, CA 91313-2300

(o) 818-701-4546

(f) 818-701-2549

Email:

SoCalGasTransmissionUtilityRequest@sem
prautilities.com

So Cal Gas Co

Richard Clendineng

PO Box 3334, SC8321

Anaheim, CA 92803

(o) 714-634-3262

(f) 714-634-3101

Email: rclendineng@semprautilities.com

So Cal Gas Co.

Peter Serrano

PO Box 3334, SC8321

Anaheim, CA 92803

(o) 714-634-5067

(f) 714-634-3101

Email: pserrano@semprautilities.com

Spectrum Time Warner Cable

Jose Roman

12051 Industry Avenue

Garden Grove, CA

(o) 714-591-4846

(c) 657-263-3641

Email: Jose.Roman1@charter.com

**Spectrum Time Warner Cable *utility
requests***

Email: west-ENGINEERING-
relo@twcable.com*

Spectrum Time Warner Cable

Max Sandoval, Construction Coordinator
714-719-9629

Verizon Business Investigations

2400 N Glenville Dr

Richardson, TX 75082

(o) 972-729-6016

(o) 469-886-4238

(f) 972-729-6240
Email: investigations@verizon.com
*2nd email:
chuck.czumak@verizon.com
Contact Verizon Business for issues
involving:

Brooks Fiber Properties, Inc
MCImetro Access Transmission
Srvcs
MCI Telecommunication Srvcs
MFS Telecom, Inc
SouthernNet, Inc / WorldCom
Network Srvc
Intermedia Communications, Inc
XO Communications

Charter Communications

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

Charter Communications

Utility Research Requests
Email:
DL-SOCAL-CHARTER-
ENGINEERING@CHARTER.COM

XO Communications (Verizon)

Matt Bergine
ENGINEER IV
Specialist-Network ENGINEERING &
Operations
T: 949 417-7841
C: 714 822-6207
Email: matt.bergine@verizon.com

XO Communications

Swichboard
703-547-2000

OCTA – Stops & Zones

Kyle Poff

550 S Main St
Orange, CA 92863
(o) 714-560-5883
(f) 714-560-5880
Email: kpoff@octa.net

OCTA (Detour Coordination)

Dispatch: 714-265-4330

Newport-Mesa Unified School District

Victor Garza
(o) 714-424-5080
Email: vgarza@nmusd.us

Newport-Mesa Unified School District

Tim Marsh, Administrative Director, Facilities
Support Srvcs.
(o) 714- 424-7527
Email: tmarsh@nmusd.us

Newport-Mesa Unified School District

Mary Gray
Email: mgray@nmusd.us

OC Fair & Event Center

Jerry Eldridge, Director of Facilities
(o) 714-474-5983
Email: JEldridge@ocfair.com

DIGALERT.ORG

(24-HR) 811
2 days before digging

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

PART 6 - TEMPORARY TRAFFIC CONTROL

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.

Any deviation from these requirements is not permitted; all the Contractor's operations will be immediately stopped if any of these requirements is violated. No further payments will be made to the Contractor until problems are resolved according to the City's requirements.

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 drivable access to residents and businesses. Transitional and temporary asphalt concrete shall be removed prior to placement of new AC pavement.

600-2.1 Bike Access

Bikeway facilities shall be provided through construction area within the right-of-way at all times. Bikeways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities. The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to cyclists. Provisions to reroute cyclists around the work area must be clearly delineated and maintained.

600-3 PEDESTRIAN 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 and notify the Police and Fire Departments in writing two (2) working

days prior to construction.

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

Any location considered not accessible by pedestrians or motorists as determined by the ENGINEER will be resolved at the direction of the ENGINEER. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action

Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the ENGINEER. Pedestrian access facilities shall be provided through construction area within the right-of-way at all times. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL

[Add the following:].

Traffic control shall also conform with the provision of 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, except City observed holidays, and shall be allowed to work from 7:00 a.m. to 3:30 p.m. on residential streets, and from 7:00 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference).

Special Conditions to Traffic Control And Limitations To Working Hours

Lane closures shall be allowed only Monday through Friday **from 7:30 a.m. to 3:30 p.m. on residential streets, from 8:30 a.m. to 3:30 p.m. on arterial and collector streets**, except CITY observed holidays unless noted otherwise. At 7:30 a.m., the Contractor may start work by setting up the traffic control but may not shut down a street to traffic and begin operations until 8:30 a.m. unless otherwise approved by the ENGINEER. 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. Non-lane closure work may occur between the hours of 7AM and 4PM.

No lane closures will be allowed from the Friday before Thanksgiving to the Monday after New Year's Day unless authorized by the ENGINEER. Designated City holidays are: January 1, New Year's Day; Martin Luther King's birthday, third Monday in February, Washington's birthday; last Monday in May, Memorial Day observance; July 4, Independence Day; first Monday in September, Labor Day; November 11, Veteran's Day observance; fourth Thursday in November, Thanksgiving; the Friday immediately following Thanksgiving; and December 25, Christmas Day. In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed. No work shall be scheduled between Thanksgiving and New Year's, unless authorized by the ENGINEER.

No work shall be performed on any streets after 3:30 p.m. on Friday, until Monday morning. The only exception to this would be to work on weekends to provide access to businesses as otherwise noted herein or as approved by the ENGINEER.

The Contractor shall be allowed to close one lane only of traffic adjacent to construction site for construction on multi-lane streets during work hours. All remaining lanes shall be kept open for traffic circulation. The Contractor may close the work area to traffic on two-lane streets but must continue to provide two-way traffic at all times.

When traffic is transferred to pavement surfaces with the different elevations over 3/8-inch, it requires transitions of 10 feet per 1-inch, or fraction thereof, in the direction of travel, and a 3-foot transition perpendicular to the direction of travel.

The Contractor shall provide the travel route for the Contractor's equipment movement in and out of the work site as part of the Haul Route Plan submittal per Section 2-5.4 of the General Provision. The travel route plans which meet the City's requirements will be approved and returned to the Contractor, otherwise, further revisions are required until they are acceptable to the City. The Contractor shall submit one travel plan for each phase to the ENGINEER for Approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TTCP)

[Add the following:].

The Contractor shall prepare a Temporary Traffic Control Plan (TTCP) 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 Work Area Traffic Control Handbook (WATCH) within City Right-of-Way, published by Building News, Inc. (latest edition). The TTCP shall be prepared by a licensed Civil Engineer or Traffic Engineer,

licensed in the state of California, and submitted for review and approval by the City prior to implementation.

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 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. 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.

All working areas utilized by the Contractor to perform work during the hours of darkness shall be lighted to conform to the minimum illumination intensities established by the California Division of Occupational Safety and Health Construction Safety Orders. Lighting fixtures shall be mounted and directed to prevent glare to approaching traffic.

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. 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 (See mobilization for date notice is to be delivered.) This 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 the concrete 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.

601-4.3 Removal

[Replace with the following:].

Removal shall conform with Section 314-2 of these Special Provisions.

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES

601-5.2 Lanes Widths

[Add the following:].

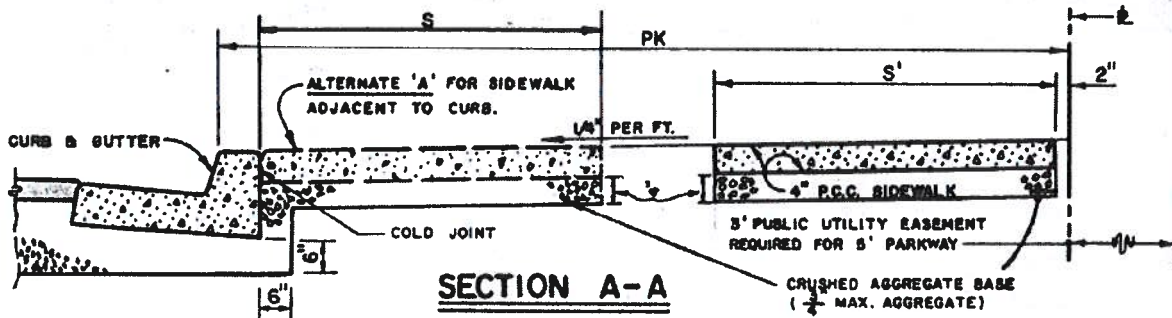
The minimum lane width shall be 10 feet. There shall be a minimum of 5 foot clearance from open excavations deeper than 4-inches, and 24-inches clearance from other obstructions and any excavations less than 4-inches unless authorized by the ENGINEER. The clearance requirements from open excavations 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

BID ITEM NO. 9: TEMPORARY TRAFFIC CONTROL

Measurement and Payment for "Temporary Traffic Control" shall be at the contract price bid per **Lump Sum (LS)** and shall be considered full compensation for providing the Temporary TCP, coordination, notifications, signage, and all labor, materials, equipment, and other related work as required to implement the TCP, in accordance with all applicable sections of these Special Provisions, Standard Specifications, Caltrans Standard Specifications and Plans, if applicable, and no additional compensation will be allowed. The progress payment for Temporary Traffic Control shall be based on the completion percentage of the entire Project as determined by the ENGINEER.



DIMENSIONS:

PK = PARKWAY WIDTH

S = SIDEWALK WIDTH

50' R/W -- PK = 8' S = 4'-4"

60' R/W -- PK = 10' S = 4'-4"

84' R/W -- PK = 7' S = 4'-4"

106' R/W -- PK = 7' S = 4'-4"

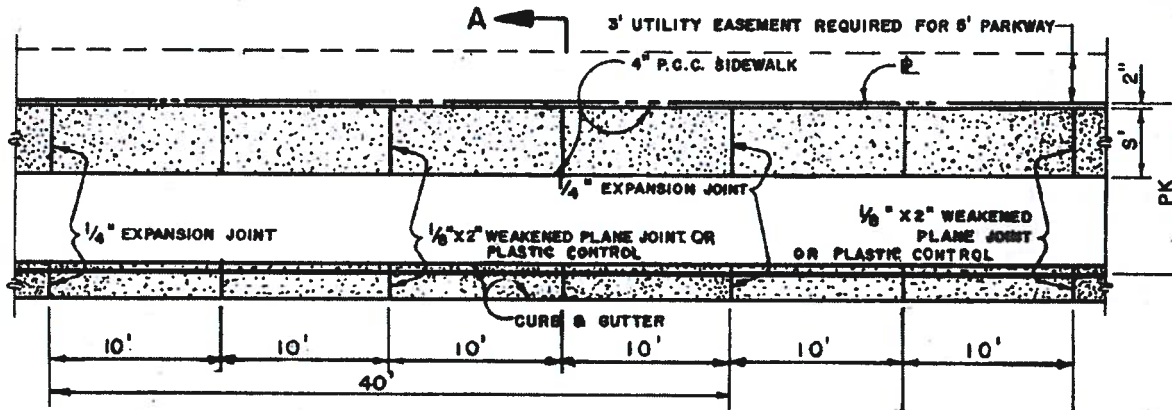
120' R/W -- PK = 8' S = 4'-4"

S' = 4'-0"

RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL

RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL

RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL



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" 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 320-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. 313.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK DETAILS

APPROVED

BDM
BRUCE D. MATTERN R.C.E. 19396

DATE 12/10/05

DRAWN: W.A.B.

SCALE: NONE

STD. DWG. NO.

411

REV.

PROJECT W – BUS STOPS

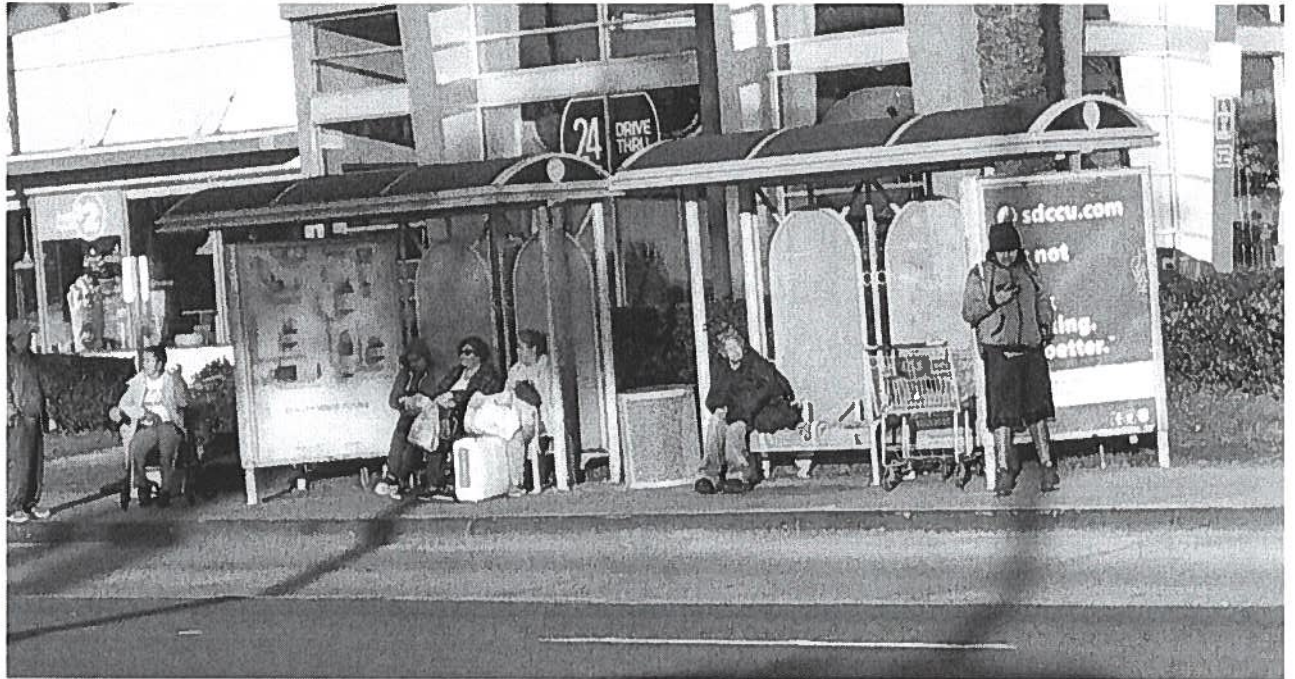
Fairview Road-Arlington Drive (Route 47 - NB) Stop Location #1173

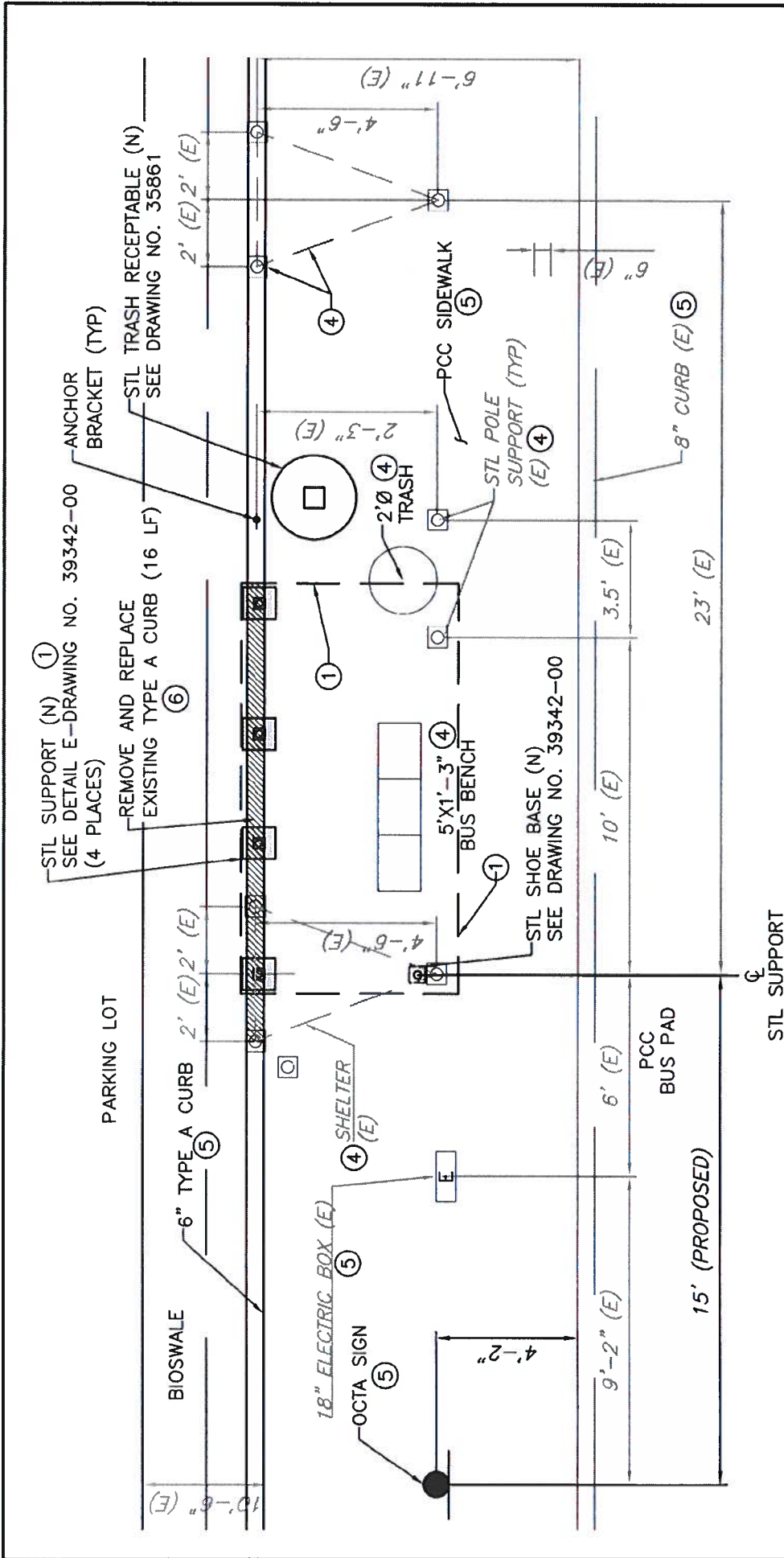


Placentia Avenue - 19th Street (Route 55 - Northbound) Stop Location #1293



Harbor Blvd – Wilson Street (Route 43 - Northbound) Stop Location #1196





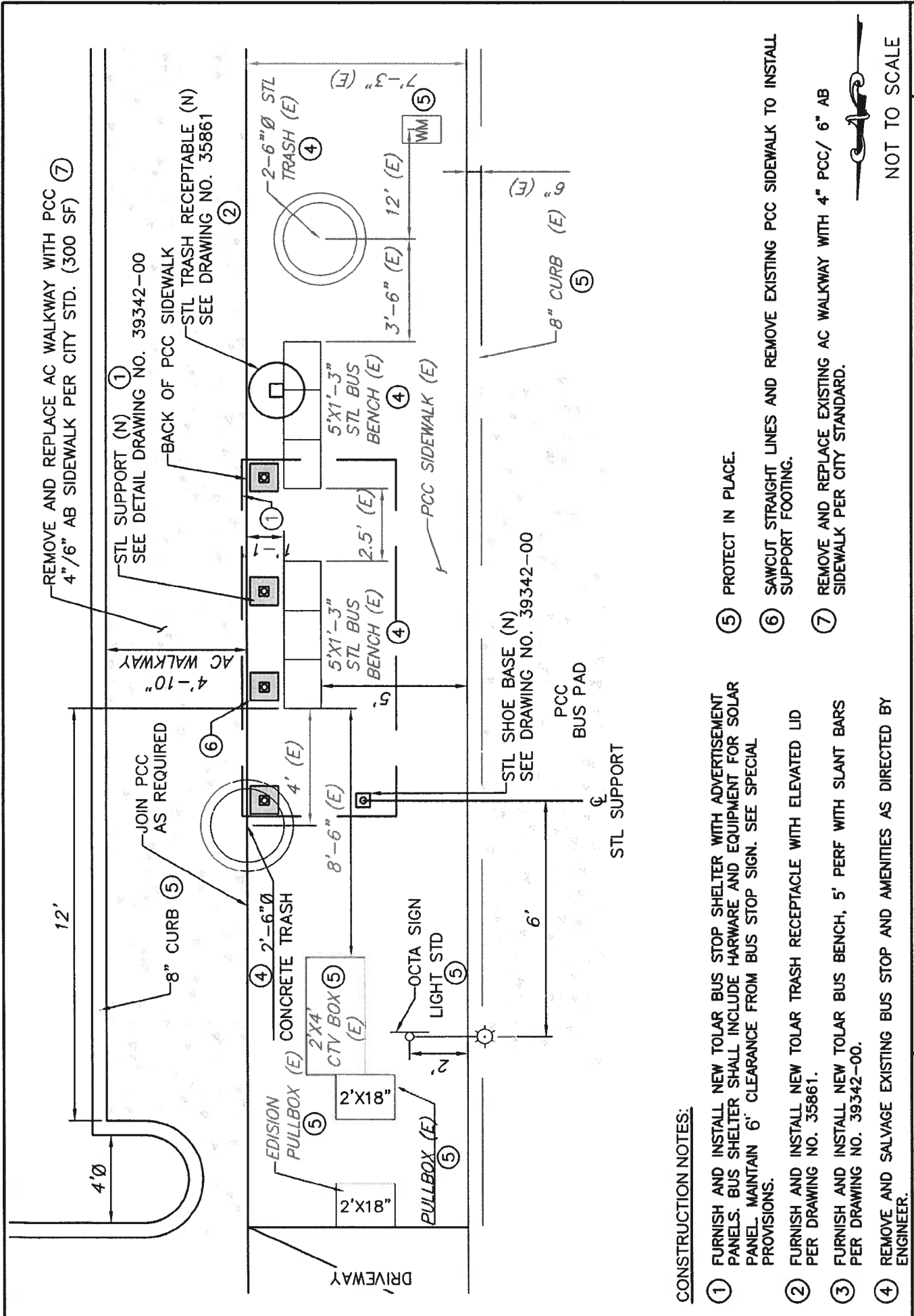
CONSTRUCTION NOTES:

- ① FURNISH AND INSTALL NEW TOLAR BUS STOP SHELTER WITH ADVERTISEMENT PANEL. BUS SHELTER SHALL INCLUDE HARDWARE AND EQUIPMENT FOR SOLAR PANEL. MAINTAIN 15' CLEARANCE FROM BUS STOP SIGN. SEE SPECIAL PROVISIONS.
- ② FURNISH AND INSTALL NEW TOLAR TRASH RECEPTACLE WITH ELEVATED LID PER DRAWING NO. 35861.
- ③ FURNISH AND INSTALL NEW TOLAR BUS BENCH, 5' PERF WITH SLANT BARS PER DRAWING NO. 39342-00
- ④ REMOVE AND SALVAGE EXISTING BUS SHELTER AND AMENITIES AS DIRECTED BY ENGINEER.
- ⑤ PROTECT IN PLACE.
- ⑥ REMOVE EXISTING TYPE A CURB TO INSTALL SUPPORT FOOTING AND REPLACE TYPE A CURB TO STL SUPPORT AND PROPOSED SHELTER INSTALLATION



PROJECT - W BUS SHELTERS
OCTA BUS STOP #1173

EXHIBIT
 A



NOT TO SCALE

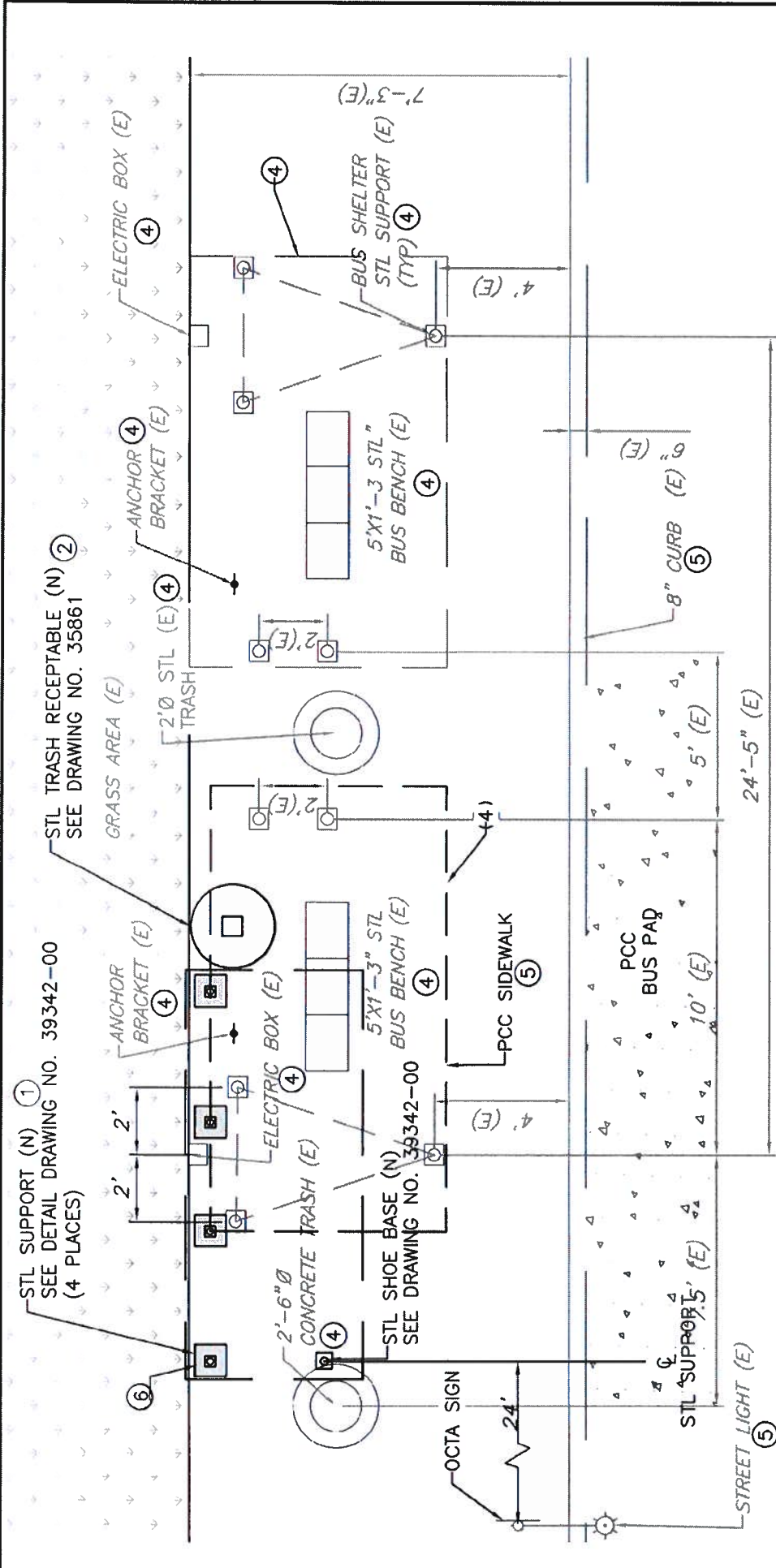
CONSTRUCTION NOTES:

- ① REMOVE AND REPLACE AC WALKWAY WITH PCC 4"/6" AB SIDEWALK PER CITY STD. (300 SF)
- ② BACK OF PCC SIDEWALK
STL TRASH RECEPTACLE (N)
SEE DRAWING NO. 35861
- ③ FURNISH AND INSTALL NEW TOLAR BUS STOP SHELTER WITH ADVERTISEMENT PANELS. BUS SHELTER SHALL INCLUDE HARDWARE AND EQUIPMENT FOR SOLAR PANEL. MAINTAIN 6' CLEARANCE FROM BUS STOP SIGN. SEE SPECIAL PROVISIONS.
- ④ FURNISH AND INSTALL NEW TOLAR TRASH RECEPTACLE WITH ELEVATED LID PER DRAWING NO. 35861.
- ⑤ PROTECT IN PLACE.
- ⑥ SAWCUT STRAIGHT LINES AND REMOVE EXISTING PCC SIDEWALK TO INSTALL SUPPORT FOOTING.
- ⑦ REMOVE AND REPLACE EXISTING AC WALKWAY WITH 4" PCC/ 6" AB SIDEWALK PER CITY STANDARD.



PROJECT - W BUS SHELTERS
OCTA BUS STOP #1293

EXHIBIT
B



CONSTRUCTION NOTES:

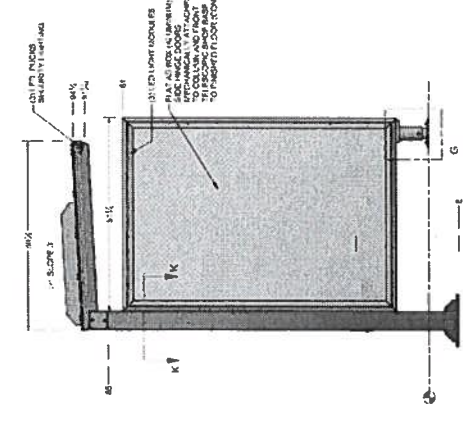
- ① FURNISH AND INSTALL NEW TOLAR BUS STOP SHELTER WITH ADVERTISEMENT PANELS. BUS SHELTER SHALL INCLUDE HARDWARE AND EQUIPMENT FOR SOLAR PANEL. MAINTAIN 24' CLEARANCE FROM BUS STOP SIGN. SEE SPECIAL PROVISIONS.
- ② FURNISH AND INSTALL NEW TOLAR TRASH RECEPTACLE WITH ELEVATED LID PER DRAWING NO. 35861.
- ③ FURNISH AND INSTALL NEW TOLAR BUS BENCH, 5' PERF WITH SLANT BARS PER DRAWING NO. 39342-00.
- ④ REMOVE AND SALVAGE EXISTING BUS STOP AND AMENITIES AS DIRECTED BY ENGINEER.
- ⑤ PROTECT IN PLACE.
- ⑥ SAWCUT STRAIGHT LINES AND REMOVE EXISTING PCC SIDEWALK TO INSTALL SUPPORT FOOTING.
- ⑦ REMOVE AND REPLACE EXISTING AC WALKWAY WITH 4" PCC/ 6" AB SIDEWALK PER CITY STANDARD.



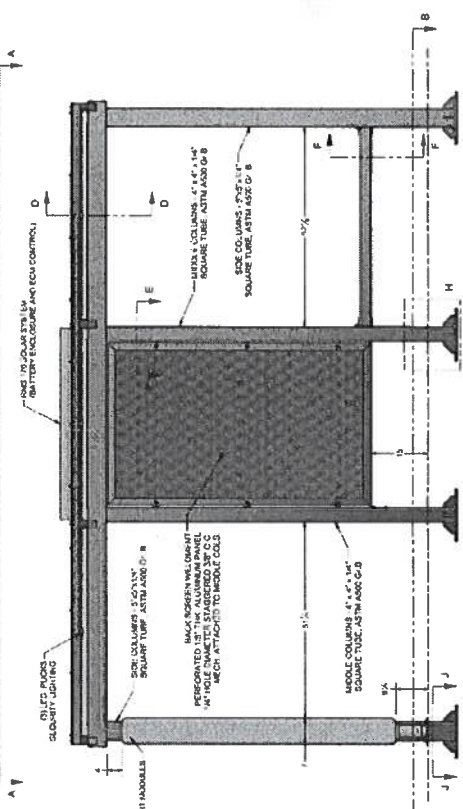
**PROJECT - W BUS SHELTERS
OCTA BUS STOP #1196**

EXHIBIT
C

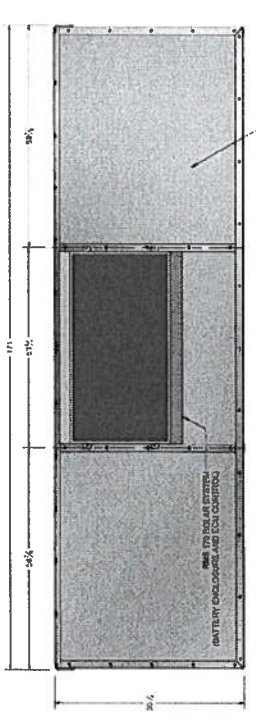
GENERAL NOTES
 1. ALL STRUCTURAL MEMBERS SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC STEEL CONSTRUCTION MANUAL. ALL WELDS SHALL BE FULL PENETRATION BUTT JOINTS.
 2. ALL DIMENSIONS SHALL BE IN FEET AND INCHES. DIMENSIONS IN PARENT PARENTHESES ARE IN METERS.
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.
 6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE STRUCTURE AND FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL CODES AND TO BEING COMPLIANT WITH ALL APPLICABLE REGULATIONS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE STRUCTURE AND FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL CODES AND TO BEING COMPLIANT WITH ALL APPLICABLE REGULATIONS.



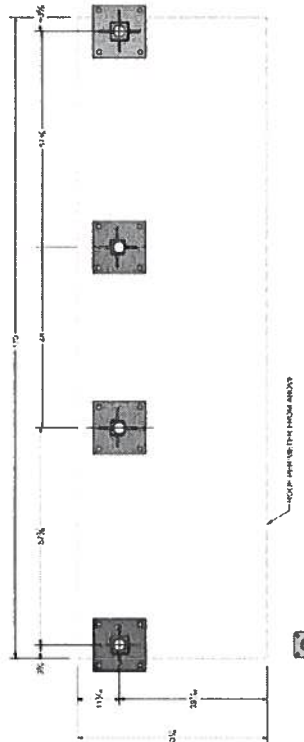
SIDE ELEVATION
SCALE 3/4"=1'-0"



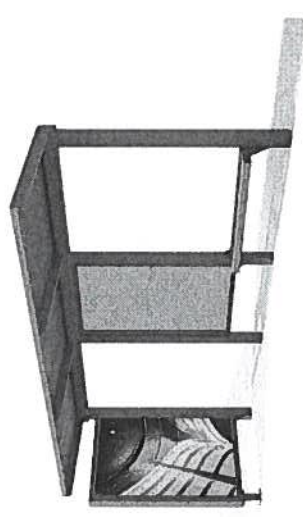
FRONT ELEVATION
SCALE 3/4"=1'-0"



VIEW A
SCALE 3/4"=1'-0"

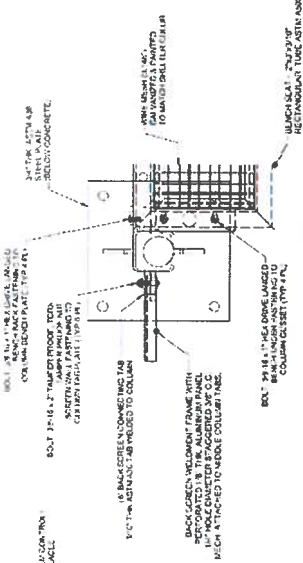


SECTION B-B
SCALE 3/4"=1'-0"

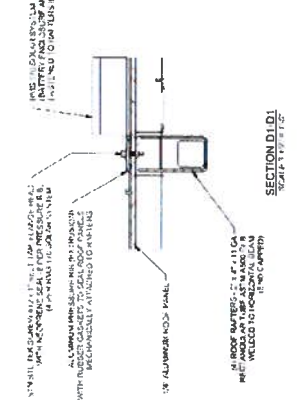


| | |
|---|-----------------------|
| TOLAR MANUFACTURING COMPANY, INC. | |
| Address: 1000 N. 10th St., Suite 100, Phoenix, AZ 85006 | Phone: (602) 998-1100 |
| City: Phoenix, AZ | State: AZ |
| Country: USA | Year: 2024 |
| Project: CITY OF COSTA MESA | Drawn: J. S. JONES |
| Scale: 3/4"=1'-0" | Sheet: 1 of 2 |
| Revision: 1 | Date: 04/15/2024 |
| Revision: 2 | Date: 04/15/2024 |
| Revision: 3 | Date: 04/15/2024 |
| Revision: 4 | Date: 04/15/2024 |
| Revision: 5 | Date: 04/15/2024 |
| Revision: 6 | Date: 04/15/2024 |
| Revision: 7 | Date: 04/15/2024 |
| Revision: 8 | Date: 04/15/2024 |
| Revision: 9 | Date: 04/15/2024 |
| Revision: 10 | Date: 04/15/2024 |

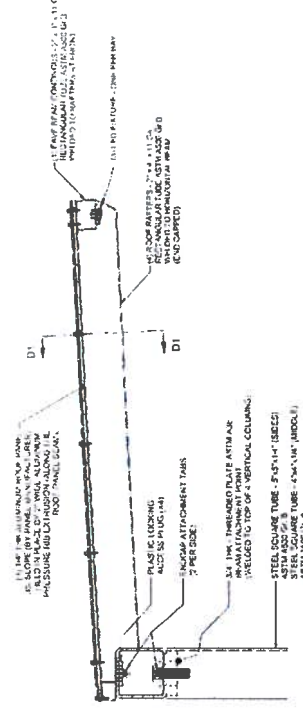
Sheet 1 of 2



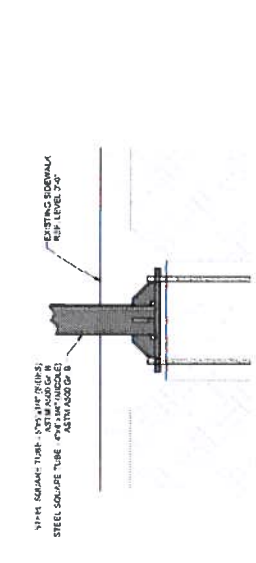
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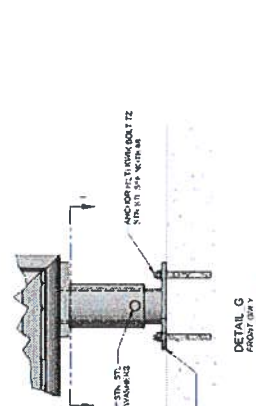
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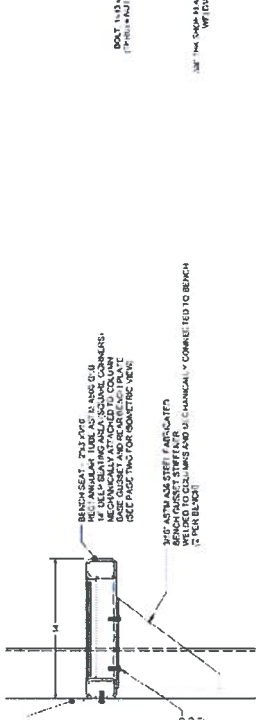
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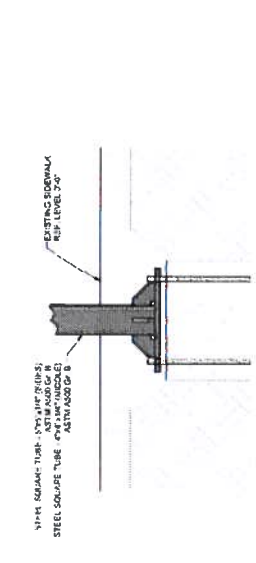
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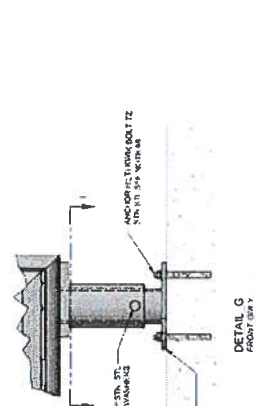
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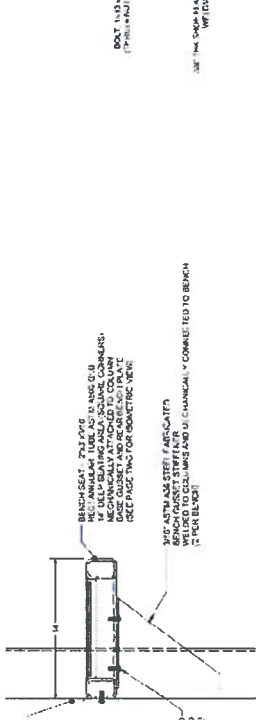
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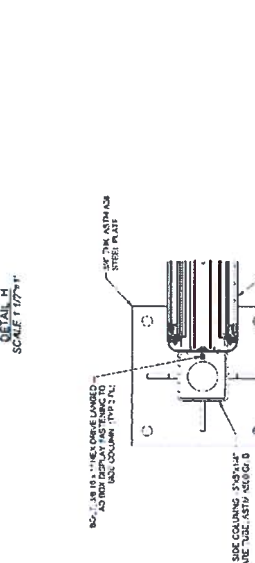
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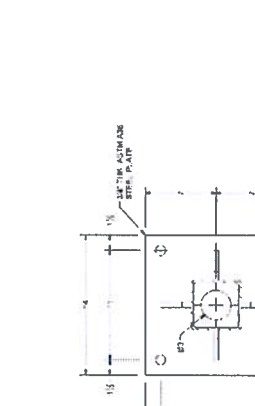
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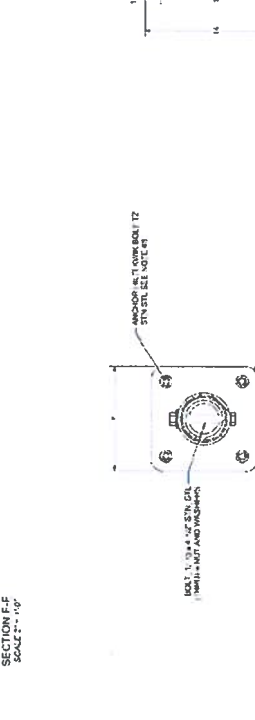
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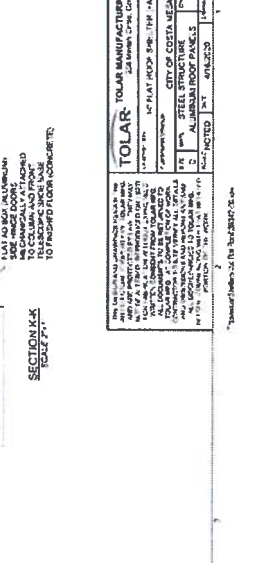
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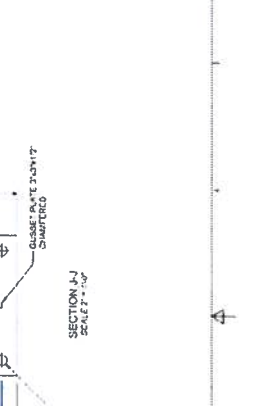
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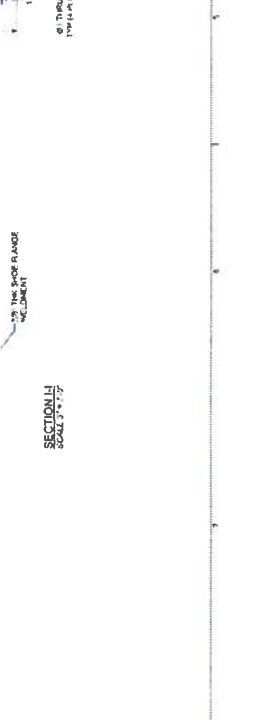
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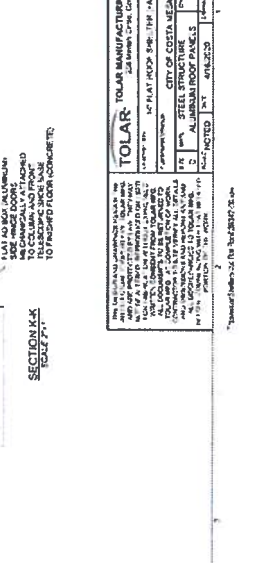
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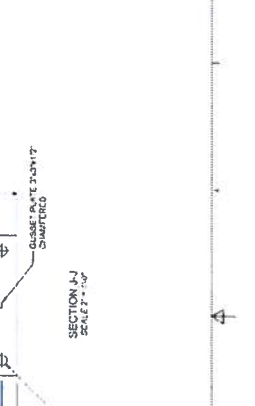
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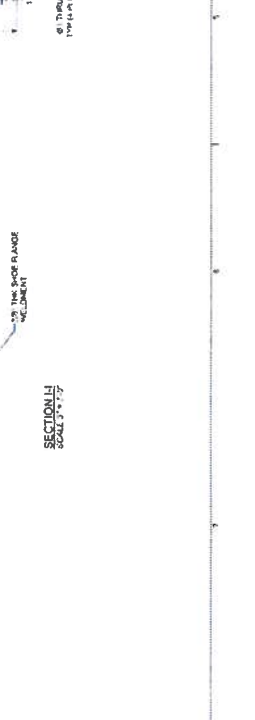
SECTION H-H
SCALE 2" = 1'-0"



SECTION I-I
SCALE 2" = 1'-0"



SECTION I-I
SCALE 2" = 1'-0"



SECTION I-I
SCALE 2" = 1'-0"

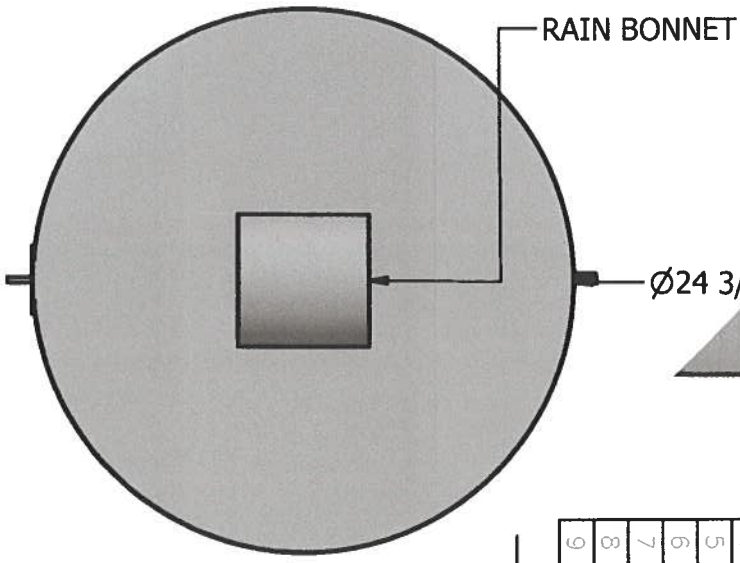
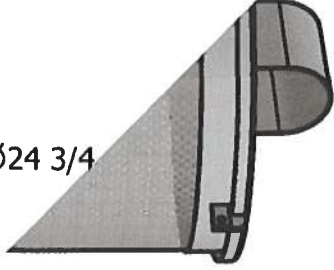
| | |
|--|--|
| TOLAR MANUFACTURING COMPANY, INC. 10000 W. CENTRAL EXPRESSWAY SUITE 100, WESTLAKE, CALIFORNIA 91361 TEL: (818) 351-1000 FAX: (818) 351-1001 WWW.TOLAR.COM | |
| PROJECT NO.: 10000 W. CENTRAL EXPRESSWAY CITY OF COSTA MESA PROJECT NAME: STEEL STRUCTURE DRAWING NO.: 10000 W. CENTRAL EXPRESSWAY DATE: 01/15/10 | SHEET NO.: 10000 W. CENTRAL EXPRESSWAY OF 2 |

Revised: 01/15/10

2

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| | |
|-----------------|---------|
| CONFIGURATION A | |
| 1 | PLANT 1 |
| 2 | PLANT 2 |



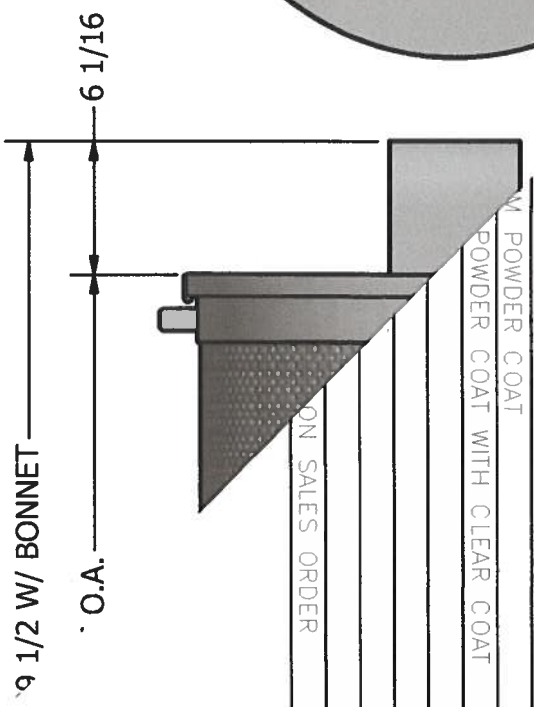
RAIN BONNET

Ø24 3/4

| | |
|---------------------------|---|
| CONFIGURATION B - ANCHORS | |
| 0 | NO ANCHORS |
| 1 | 1/2" X 3 3/4" SUP-R ANCHORS, ZINC |
| 2 | 1/2" X 3 3/4" SUP-R ANCHORS, STN STL |
| 3 | 1/2" X 4 1/4" SUP-R ANCHORS, ZINC |
| 4 | 1/2" X 4 1/4" SUP-R ANCHORS, STN STL |
| 5 | 1/2" X 3 3/4" HILTI TZ ANCHORS, ZINC |
| 6 | 1/2" X 3 3/4" HILTI TZ ANCHORS, STN STL |
| 7 | 1/2" X 4 1/2" HILTI TZ ANCHORS, ZINC |
| 8 | 1/2" X 4 1/2" HILTI TZ ANCHORS, STN STL |
| 9 | SPECIAL - SPECIFIED ON SALES ORDER |

CONFIGURATION C - FINISH

| |
|------------------------------------|
| NONE |
| TANDARD POWDER COAT |
| ANDARD POWDER COAT WITH CLEAR COAT |
| IN POWDER COAT |
| IN POWDER COAT WITH CLEAR COAT |
| ON SALES ORDER |
| |
| |
| |
| |
| |



9 1/16

.A.O.

W/ BONNET W/ 2/1 6

B

B



EXHIBIT C
DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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