

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT W – BUS SHELTERS INSTALLATION PART 2**

THIS PUBLIC WORKS AGREEMENT (“Agreement”), dated July 25, 2023 (“Effective Date”), is made by the CITY OF COSTA MESA, a political subdivision of the State of California (“CITY”), and OAKWEST SERVICES, INC., a California corporation (“CONTRACTOR”).

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

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

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

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

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

1. SCOPE OF WORK.

The scope of work generally consists of the installation and modification of bus shelters (the “Work”).

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

The Project is known as Project W - Bus Shelters Installation Part 2 (the “Project”).

2. CONTRACT DOCUMENTS.

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

- (a) This Agreement;
- (b) CONTRACTOR’s request for bid and bid package, attached hereto as Exhibit A and incorporated herein;
- (c) Drug-Free Workplace Policy, attached hereto as Exhibit B and incorporated herein; and

- (d) 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 Kian Nejad, referred to herein as the Project Manager (“Project Manager”).

4. CONTRACTOR’S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

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

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed \$24,993.00.

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 15 working days from the first day of commencement of the Work.

12. TERMINATION.

- (a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) Termination for Breach of Contract.
  - (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable

part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the range upgrades scope of work or restroom improvements scope of 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 \$250.00 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, if any, 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 GUARANTEE.

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 bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

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

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California,

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

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

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

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

## 21. INSURANCE.

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

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

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

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

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products

and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR.”

(ii) Notice: “Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”

(iii) Other Insurance: “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

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

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

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

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

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

## 22. PREVAILING WAGE REQUIREMENTS.

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

any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of

CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

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

24. DRUG-FREE WORKPLACE POLICY.

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

25. NON-DISCRIMINATION.

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

26. PROVISIONS CUMULATIVE.

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

27. NOTICES.

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

All other notices shall be in writing and delivered in person or sent by certified mail,

postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

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

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

Oakwest Services, Inc.  
1156 N. Fountain Way, Suite F  
Anaheim, CA 92806  
Attn: Juan Pintor

28. INDEPENDENT CONTRACTOR.

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

29. PERS ELIGIBILITY INDEMNIFICATION.

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

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

as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

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

31. GOVERNING LAW.

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

32. NO THIRD PARTY BENEFICIARY RIGHTS.

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

33. ASSIGNABILITY.

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

34. WAIVER.

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

35. HEADINGS.

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

36. CONSTRUCTION.

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

37. COUNTERPARTS.

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

38. CORPORATE AUTHORITY.

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

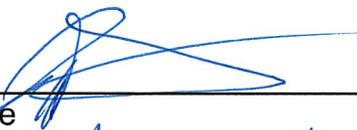
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
Lori Ann Farrell Harrison  
City Manager

Date: 9/6/23

CONTRACTOR

  
Signature  
Tanya Linton 8/9/23 President  
Name and Title

Date: 8/9/23

ATTEST:

Brenda Green  
Brenda Green  
City Clerk



Date: 9/8/2023

APPROVED AS TO FORM:

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney

Date: 8/23/23

APPROVED AS TO INSURANCE:

Ruth Wang  
Ruth Wang  
Risk Management

Date: 8/14/23

APPROVED AS TO PURCHASING:

Carol Molina  
Carol Molina  
Finance Director

Date: 8/14/23

DEPARTMENTAL APPROVAL:

for S. Yang  
Raja Sethuraman  
Public Works Director

Date: 8/14/23

S. Yang  
Kian-Nejad Seung Yang  
Project Manager

Date: 8/10/23

**EXHIBIT A**

**CONTRACTOR'S BID**



# REQUEST FOR BID

Submitted to City of Costa Mesa/Public Services  
For Projects and Maintenance Services Under \$25,000

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

ATTN: Kian Nejad

VIA EMAIL TO: Kian.Nejad@costamesaca.gov

NO LATER THAN 5:00 P.M., ON 07/10/2023

VENDOR'S NAME Oakwest Services Inc.	VENDOR'S TELEPHONE 714-658-2321	DATE 6/28/2023
STREET ADDRESS 1156 North Fountain Way, Unit F	FAX NUMBER	
CITY, STATE & ZIP Anaheim, CA 92806	JOB NAME/LOCATION Project W - Bus Shelters Installation Part 2	

SCOPE OF WORK: (PROVIDED BY DEPARTMENT)

The project includes furnishing all necessary labor, materials, equipment, grading, incidentals, and appurtenances required to complete the following work: Demolish & haul-away (2)-two existing bus shelters at (**Location A**); Install a brand new bus shelter at (**Location A**) per manufacturer's recommendations/instructions; Install seat dividers on (3)-three existing bus shelters at (**Location B & Location C**) per manufacturer's recommendations/instructions. The brand new bus shelter and seat dividers will be provided by City. As part of the project at **Location A**, contractor may: 1) remove & haul-away & replace sidewalk and lawn. 2) form foundation with rebar per manufacturer's recommendations/instructions.

**Location A** is on NB Harbor N/of Wilson (in front of McDonald's, existing shelters to be replaced with new);

**Location B** is on NB Placentia S/of 19th Street (in front of Pet Hospital, install seat dividers on existing)

**Location C** is on NB Fairview N/of Arlington (in front of Costa Mesa High School - install seat dividers on existing)

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

See Attached proposal.

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

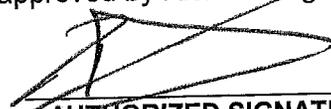
**We Propose** Hereby to Furnish Material, Labor, Special Equipment and Permits, Complete in Accordance with Above Specifications.

**FOR THE SUM OF:**

Twenty-four thousand nine hundred ninety-three dollars and 00/100 (\$ 24,993.00 )

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

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

  
AUTHORIZED SIGNATURE

## GENERAL TERMS AND CONDITIONS OF THE CITY OF COSTA MESA

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

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

### WORKERS' COMPENSATION INSURANCE

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

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

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

### LIABILITY INSURANCE COVERAGE

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

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

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

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

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

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

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

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

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

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

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

#### STANDARD CONDITIONS

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

#### WORK ORDER CONDITIONS

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

#### MISCELLANEOUS CONDITIONS

#### DEFINITION

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

(5146-22)



**SCHEDULE OF VALUES**



**TO OWNER:** City of Costa Mesa

**PROJECT:** Project W -  
Bus Shelters Installation Part 2

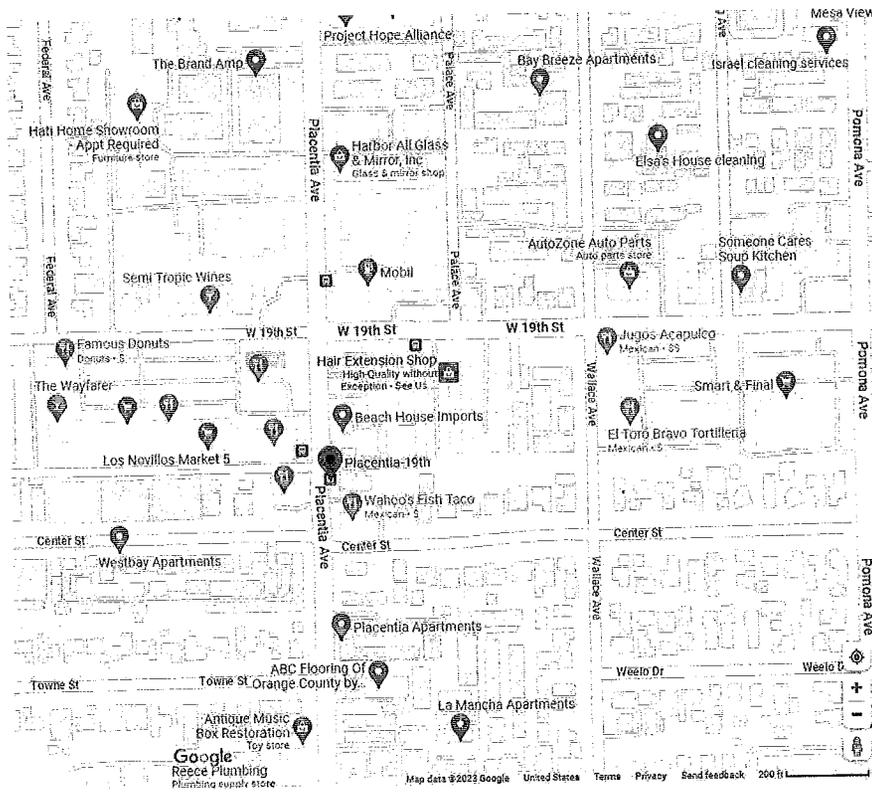
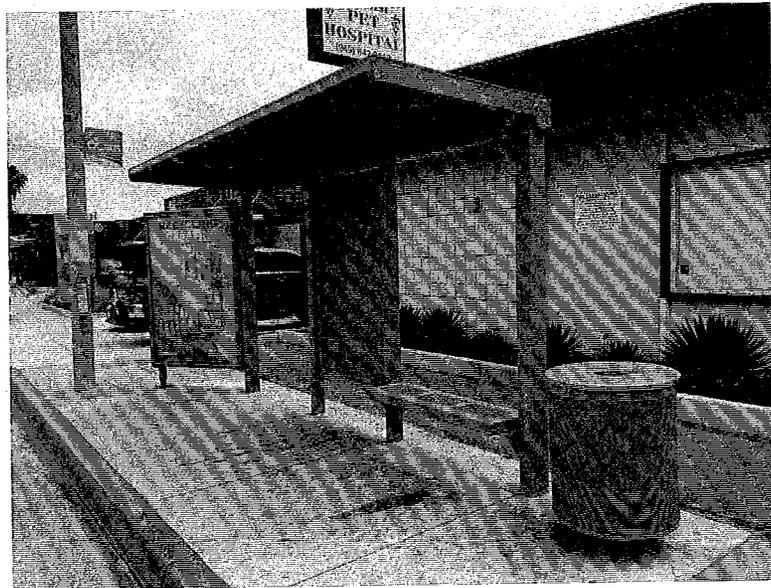
**PROPOSAL #:** 230710r1

It	Description	Unit	Qty.	Unit Cost	Item Total
<b>LOCATION A</b>					
<b>General</b>					
1	Mobilization, Layout, Deliniate	LS	1	2,052.00	\$ 2,052.00
<b>Site Demolition</b>					
7	Saw-cut, Demo/Remove Existing buss shelter, & Concrete	LS	1	3,784.00	\$ 3,784.00
<b>Site Construction</b>					
10	Construct 4" PCC Sidewalk	SF	240	19.40	\$ 4,656.00
11	Footings	EA	4	1,285.00	\$ 5,140.00
16	Install Bus Shelter	EA	1	8,383.00	\$ 8,383.00
<b>LOCATIONS B &amp; C</b>					
21	Install Seat Rails	EA	3	326.00	\$ 978.00
			<b>TOTAL</b>		<b>\$ 24,993.00</b>

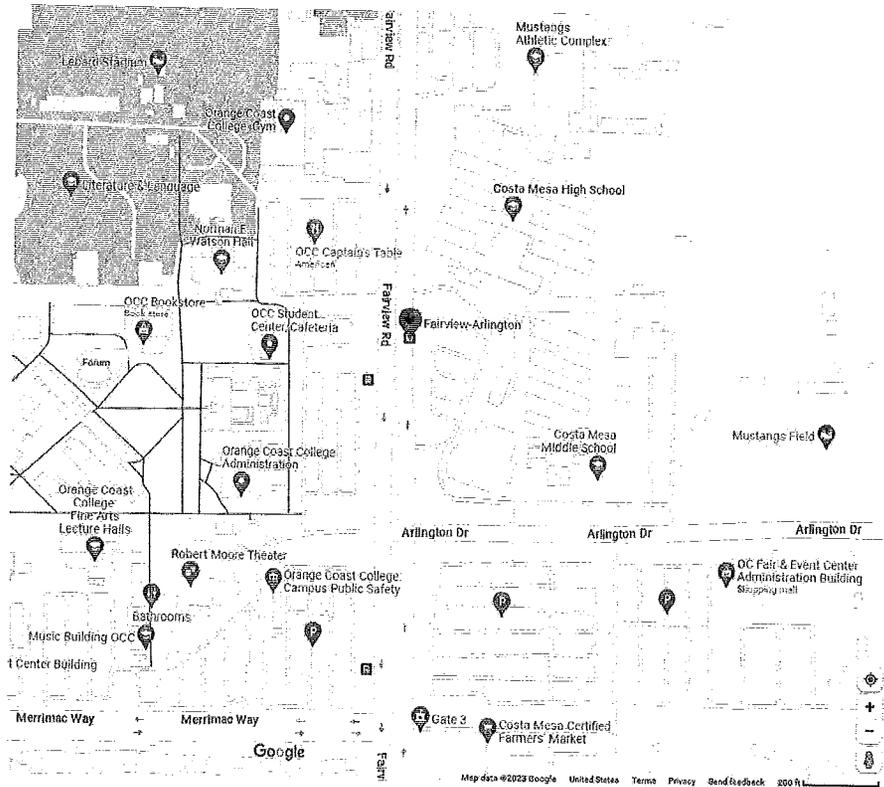
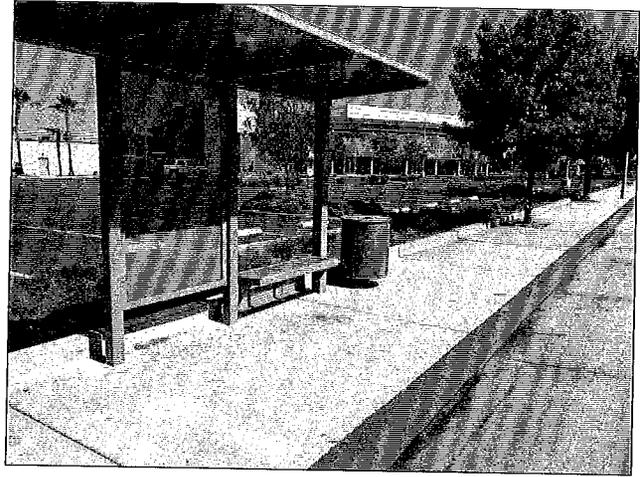
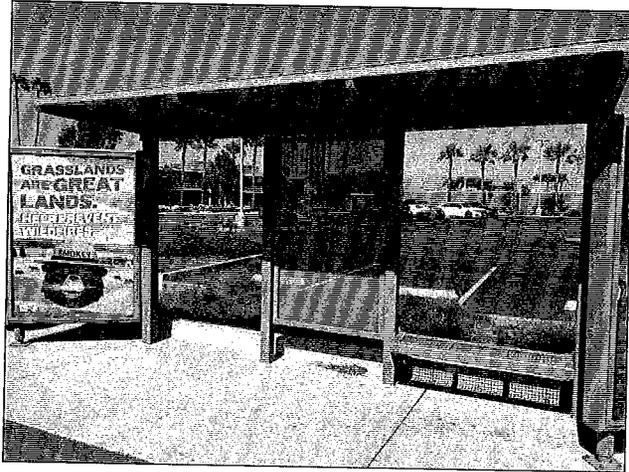
**APPENDIX "1"**  
**Bus Stop Locations**



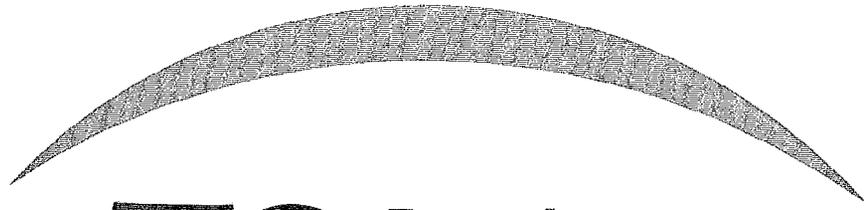
# Location B - NB Placentia S/of 19<sup>th</sup>



# Location C - NB Fairview N/of Arlington (2 Bus Shelters)



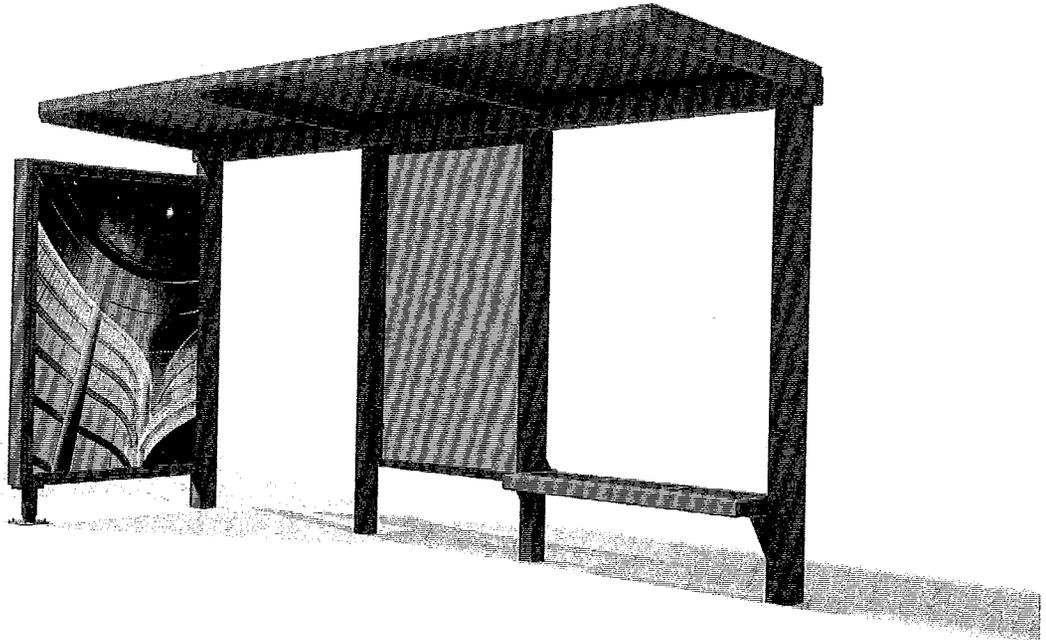
**APPENDIX 2**  
**Installation Instructions**



# TOLAR

M A N U F A C T U R I N G

## INSTALLATION INSTRUCTIONS



### **MODEL 39342-01** 14'X4' AD, CUSTOM FLAT ROOF SHELTER

**TOLAR MANUFACTURING COMPANY INC.**

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING  
258 MARIAH CIRCLE, CORONA, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | [WWW.TOLARMFG.COM](http://WWW.TOLARMFG.COM)

COSTA MESA, CA – 2023 – WO # 14825

## INSTALLATION INSTRUCTIONS, 14'X4' AD, CUSTOM FLAT ROOF SHELTER

### **Step 1: Verify Parts and Components Prior to Installation**

1. Verify shipment content in the crates by comparing packing list documents vs. shipment quantities (packing list will be included with this document and inside shipping crates/pallets).
2. It is recommended to locate and identify all parts that conform the order and prepare them for the installation process.
3. Report any missing items to Tolar Mfg. customer service within 48 hours of receipt. (951)808-0081 [customerservice@tolarmfg.com](mailto:customerservice@tolarmfg.com)
4. Use this document and packing list as a reference to perform the shelter installation.
5. Verify that concrete slab is leveled and clear of any interference for the placement of the anchor bolts and shelter attachment points. A layout of the placement of the shelter and its components prior to drill any holes in the slab is recommended.

# ANCHORING INSTRUCTIONS AND SPECIFICATIONS

Simpson Strong-Tie® Wood Construction Connectors



## PAB

### Pre-Assembled Anchor Bolt

The PAB anchor bolt is a versatile cast-in-place anchor bolt ideal for high-tension-load applications, such as rod systems and shearwalls. It features a plate washer at the embedded end sandwiched between two fixed hex nuts and a head stamp for easy identification after the pour.

- Available in diameters from 1/2" to 1 1/2" in lengths from 12" to 36" (in 6" increments)
- Available in standard and high-strength steel
- Head stamp contains the No Equal sign, diameter designation and an "H" on high-strength rods

#### Material:

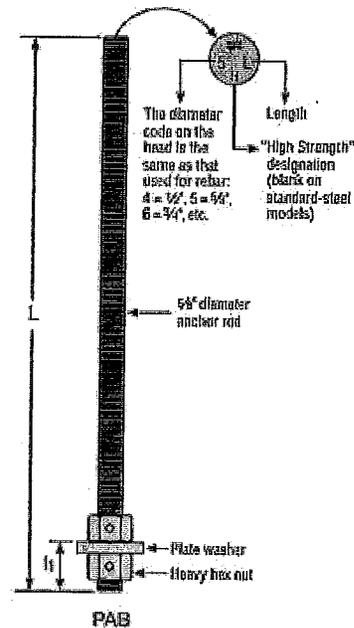
Standard Steel — ASTM F1554 Grade 36, A307 or A307;  $F_u = 58$  ksi  
 High-Strength Steel (up to 1" dia.) — ASTM A449;  $F_u = 120$  ksi  
 High-Strength Steel (1 1/2" and 1 3/4" dia.) — ASTM A193 B7 or F1554 Grade 105;  $F_u = 125$  ksi

Finish: None. May be ordered in HDG; contact Simpson Strong-Tie.

#### Installation:

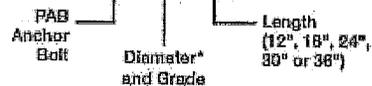
- On HDG PABs, chase the threads to use standard nuts or couplers or use overlapped products in accordance with ASTM A563; for example, Simpson Strong-Tie® NUT%-OST, NUT%-OST, CNW%-OST, CNW%-OST. Some OST couplers are typically oversized on one end of the coupler nut only and will be marked with an "O" on oversized side. Couplers may be oversized on both ends. Contact Simpson Strong-Tie.

The Simpson Strong-Tie® Anchor Designer™ Software analyzes and suggests anchor solutions using the ACI 318 strength-design methodology (or CAN/CSA A23.3 Annex D Limit States Design methodology). It provides cracked and uncracked-concrete anchorage solutions for numerous Simpson Strong-Tie mechanical and adhesive anchors as well as the PAB anchor bolt. With its easy-to-use graphical user interface, the software makes it easy for the Designer to identify anchorage solutions without having to perform time-consuming calculations by hand.

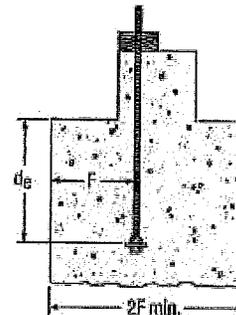


#### Naming Legend

**PAB5H-12**



\*Units in 1/8" increments  
(Ex: 8 = 5/8" or 1 1/8")



Design loads are calculated using a full shear cone. Coverage on each side of the bolt shall be a minimum of F or reductions must be taken.

#### How to Specify and Order:

When calling out PAB anchor bolts, substitute the desired length for the "XX" in the Root Model Number.

For a 5/8" x 18" anchor bolt, the model number would be PAB5-18 (or PAB5H-18 for high strength).

#### PAB Anchor Bolt – Standard Steel

Diameter (in.)	Plate Washer Size (in.)	$l_d$ (in.)	Root Model No.	Lengths (in.)
1/2	3/8 x 1 1/2 x 1 1/2	1 1/2	PAB4-XX	12" to 36" (in 6" increments)
3/4	1/2 x 1 3/4 x 1 3/4	1 3/4	PAB5-XX	
1	1/2 x 2 1/4 x 2 1/4	1 3/4	PAB6-XX	
1 1/4	1/2 x 2 1/2 x 2 1/2	1 3/4	PAB7-XX	
1	3/4 x 3 x 2 3/4	1 3/4	PAB8-XX	
1 1/2	5/8 x 3 1/2 x 3 1/2	2	PAB9-XX	
1 3/4	3/4 x 3 3/4 x 3 3/4	2 1/4	PAB10-XX	

#### PAB Anchor Bolt – High-Strength Steel

Diameter (in.)	Plate Washer Size (in.)	$l_d$ (in.)	Root Model No.	Lengths (in.)
1/2	3/8 x 1 1/2 x 1 1/2	1 1/2	PAB4H-XX	12" to 36" (in 6" increments)
3/4	1/2 x 1 3/4 x 1 3/4	1 3/4	PAB5H-XX	
1	1/2 x 2 1/4 x 2 1/4	1 3/4	PAB6H-XX	
1 1/4	1/2 x 2 1/2 x 2 1/2	1 3/4	PAB7H-XX	
1	3/4 x 3 x 2 3/4	1 3/4	PAB8H-XX	
1 1/2	5/8 x 3 1/2 x 3 1/2	2	PAB9H-XX	
1 3/4	3/4 x 3 3/4 x 3 3/4	2 1/4	PAB10H-XX	

1. Lengths longer than 36" available as a special order.
2. Plate washers are designed to develop the capacity of the bolt.

# PAB

## Pre-Assembled Anchor Bolt (cont.)

### PAB Anchor Bolt – Anchorage Solutions

Design Criteria	Diameter (In.)	Anchor Bolt	2,500 psi Concrete				3,000 psi Concrete			
			Dimensions (In.)		Tension Load		Dimensions (In.)		Tension Load	
			d <sub>e</sub>	F	ASD	LRFD	d <sub>e</sub>	F	ASD	LRFD
Wind	1/2	PAB4	4 1/2	7	4,270	6,405	4	6	4,270	6,405
			4	6	4,030	6,720	4	6	4,415	7,350
	5/8	PAB5	6	9	6,675	10,010	5 1/2	8 1/2	6,675	10,010
			5 1/2	8 1/2	6,500	10,835	5	7 1/2	6,175	10,290
	3/4	PAB6	7 1/2	11 1/2	9,610	14,415	7	10 1/2	9,610	14,415
			6	9	7,405	12,345	5 1/2	8 1/2	7,120	11,870
	1	PAB7	8	13 1/2	13,080	19,620	8 1/2	13	13,080	19,620
			9	13 1/2	13,610	22,660	8 1/2	13	13,680	22,805
			14	21	27,060	40,590	13 1/2	20 1/2	27,060	40,590
	1	PAB8	8	12	11,405	19,005	7 1/2	11 1/2	11,340	18,900
			10 1/2	16	17,080	25,565	10	15	17,080	25,560
			10 1/2	16	17,150	28,580	10	15	17,460	29,100
	1	PAB8H	16 1/2	25	35,345	53,015	15 1/2	23 1/2	35,345	53,015
			9	13 1/2	13,610	22,660	8	12	12,495	20,820
1 1/4	PAB9	12 1/2	19	21,620	32,430	12	18	21,620	32,430	
		14	21	26,690	40,035	13 1/2	20 1/2	26,690	40,035	
Seismic	1/2	PAB4	5	7 1/2	4,270	6,405	4 1/2	7	4,270	6,405
			6 1/2	10	6,675	10,010	6	9	6,675	10,010
	5/8	PAB5	7 1/2	11 1/2	9,060	12,940	7	10 1/2	8,945	12,780
			6	12	8,610	14,415	7 1/2	11 1/2	8,610	14,415
	3/4	PAB7	9	13 1/2	11,905	17,810	8 1/2	13	11,970	17,100
			10	15	13,080	19,620	9 1/2	14 1/2	13,080	19,620
			14 1/2	22	25,350	36,215	13 1/2	20 1/2	24,650	35,215
	1	PAB7H	15 1/2	23 1/2	27,060	40,590	14 1/2	22	27,060	40,590
			11	16 1/2	15,985	22,950	10 1/2	16	16,435	23,480
			11 1/2	17 1/2	17,080	25,625	11	16 1/2	17,080	25,625
	1	PAB8H	17	25 1/2	33,045	47,205	16	24	32,720	46,740
			18	27	35,345	53,015	17	25 1/2	35,345	53,015
	1 1/4	PAB9	19 1/2	19	19,795	28,275	12	18	20,255	28,940
			13 1/2	20 1/2	21,620	32,430	12 1/2	19	21,620	32,430
1 1/4	PAB10	14 1/2	22	25,350	36,215	14	21	25,190	37,415	
		15	22 1/2	26,690	40,035	14 1/2	22	26,690	40,035	

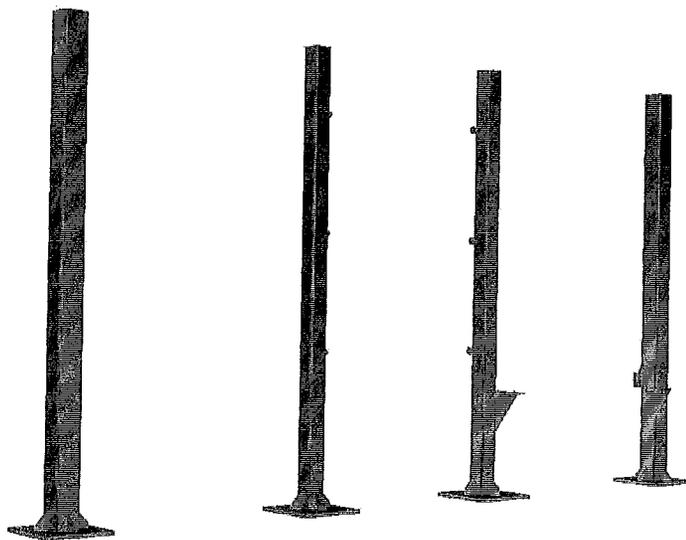
1. Anchorage designs conform to ACI 318-14 and assume cracked concrete with no supplementary reinforcement.
2. Seismic indicates Seismic Design Category C-F and designs comply with ACI 318-14 Section 17.2.3.4. Per Section 1613 of the IRC, detached one- and two-family dwellings in SDG C may use wind values.
3. Wind includes Seismic Design Category A and B.
4. Foundation dimensions are for anchorage only. Foundation design (size and reinforcement) by Designer. The registered design professional may specify alternate embedment, footing size, and anchor bolt.
5. Where tension loads are governed by anchor steel, the design provisions from AISC 360-10 are used to determine the tensile steel limit. LRFD values are calculated by multiplying the nominal AISC steel capacity by a 0.75 phi factor and allowable values are calculated by dividing the AISC nominal capacity by a 2.0 omega factor.
6. Where tension loads are governed by an Appendix D concrete limit, the allowable Stress Design (ASD) values are obtained by multiplying Load Factor Resistance Design (LRFD) capacities by 0.7 for Seismic and 0.6 for Wind.

## Step 2: Shelter Assembly – STRUCTURE COLUMNS

The base structure of the shelter consists of:

1. (1) post, left side/rear weldment, (37403-00)
  2. (1) post, right side/rear weldment, (37404-00)
  3. (1) post, left middle/rear weldment, (37405-00)
  4. (1) post, right middle/rear weldment, (37406-00)
  5. (16) anchor bolt (PAB-6-36) (8060240)
  6. (32) hex-nut and washers  $\frac{3}{4}$ -10 (8188125 – 8698200)
- Install columns (4 per shelter), referencing the top level drawing 39342-00 (included in this document) fasten base plates to foundation anchor bolts embedded on the concrete piers making sure that columns are properly set-back aligned, plumb and at same elevation. Install columns by using the included hardware (8188125 (32) hex nut  $\frac{3}{4}$ -10 and 8698200 (32) flat washer  $\frac{3}{4}$ ), top and bottom. Use Simpson reference (above) for anchor specifications and values. Distance between columns is very important due to the component fit that is required in later steps (benches and perforated wall frame matching holes).

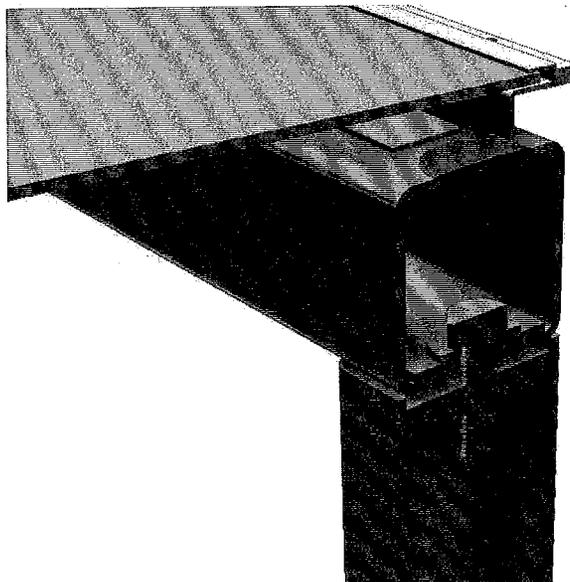
***IMPORTANT: Leveling the shelter or adjusting elevation could be made by increasing or decreasing the height of the leveling nuts in the bottom part of the base plates. There is a total of 3-1/2" of play in which adjustments could be performed. Consider that once the first column is adjusted to certain elevation the other ones should be leveled to match the elevation of the first one to be installed.***



### **Step 3: Shelter Assembly – roof weldment installation**

This step requires the following parts:

1. (1) roof assembly (37414-00) - includes back end roof closures
  2. (1) roof fastening plate, (28355-00)
  3. (4) bolt 1"-8 x 3" hex head, (8107177)
  4. (4) plastic cap plug (1001000)
- Remove beam side covers from roof assembly
  - Remove aluminum end closures installed on top of the horizontal rear beam to have access to insert and fasten the 1-8x3" hex bolts
  - Lift the roof assembly and fasten it to the columns (notice that the middle rear two columns are 4"x4" and the rear side columns are 5"x5" and all them have the same set back alignment (most rear of their walls).
  - Insert and tighten the 1-8X3" bolts – fasten bolts to an approximate torque of 180 - 200 ft/lbs.
  - Cover the access holes with the plastic cap plugs.
  - Re-install the aluminum rear roof end closures.



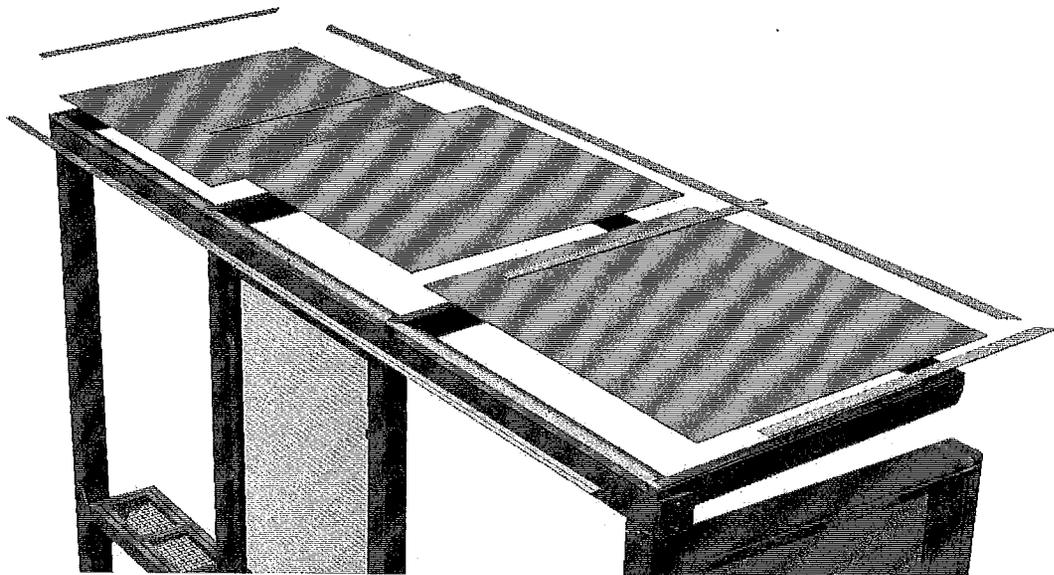
### **Step 4: Shelter Assembly – roof assembly – roof panels and pressure ribs**

This step requires the following parts:

1. (1) roof assembly (37414-00) - includes back end roof closures
2. (1) roof panel center (37415-00)
3. (2) roof panel side (37416-00)
4. (2) pressure rib middle (37487-00)
5. (1) pressure rib left (37492-00)

6. (1) pressure rib right (37493-00)
7. (1) pressure rib front (37491-00)
8. (1) rear "Z" channel extrusion (37488-00)
9. (31) #14x1-1/2" flange head, self-tap tek-screws (8655130)
10. (9) #12x1" flange head, self-tap tek-screws (8654100)

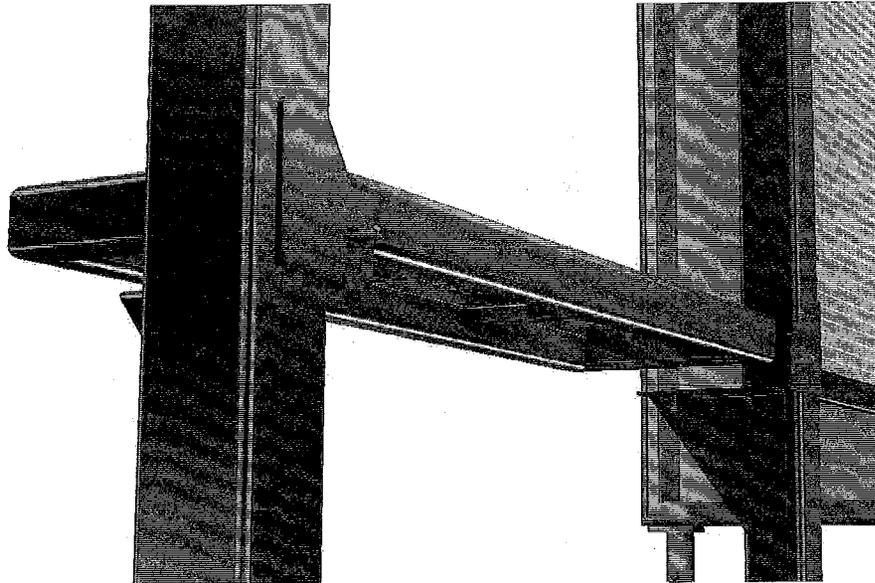
- Lay roof panels on top of rafters; side roof panels are same size this allow to use these same parts for both sides of the structure, and the center roof panel is slightly narrow than the side roof panels.
- Secure mechanically in place by fastening pressure ribs with tek-screws #14-1-1/2"; front pressure ribs, and side pressure ribs have pre-drilled pilot holes and coinciding miter cuts in their front corners.
- Secure the rear edge of all three panels with rear "Z" channel extrusion (37488-00) and (9) #12 X 1" flange head tek screws (8654100)



### **Step 5: Shelter Assembly – bench installation**

This step requires the following parts:

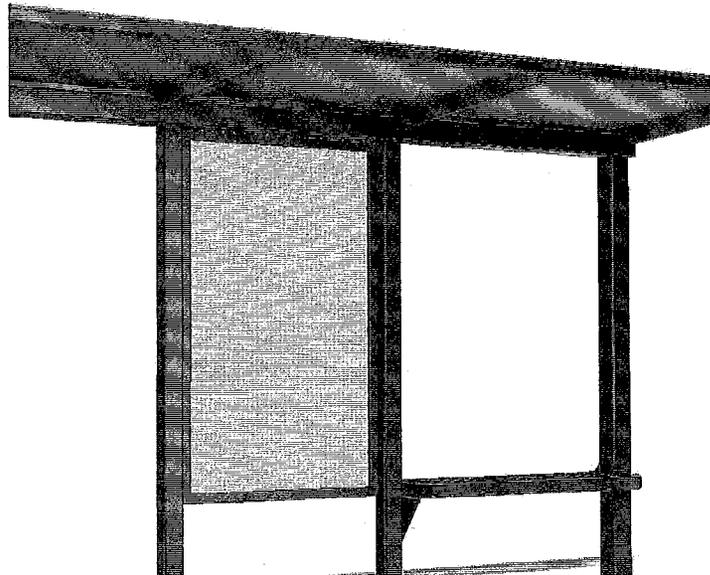
1. (1) bench weldment (28365-00) - includes back end roof closures
  2. (6) machine screw 3/8-16x1-1/2" (8375080) + hex nut, lock washer and flat washer.
- Bench weldment gets fastened from bottom to top on brackets protruding of from right columns (middle and side) with a total of six machine screws per side, four from the bottom and two from behind.



### **Step 6: Shelter Assembly – rear wall screen installation**

This step requires the following parts:

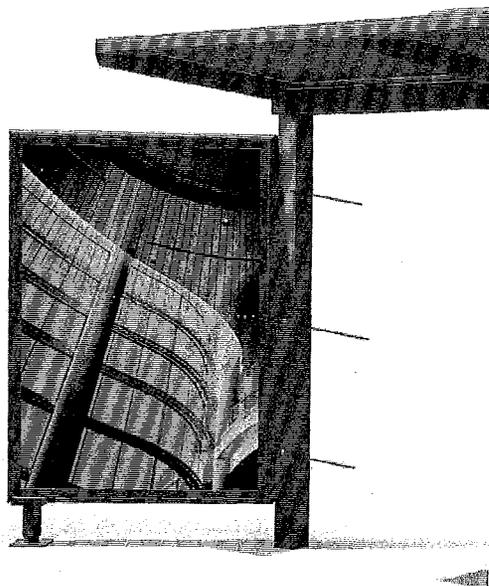
1. (1) rear wall screen assembly (37482-00)
  2. (6) machine screw 3/8-16x2" (8375090) + hex nut, lock washer and flat washers.
- Rear screen assembly gets fastened thru 6 bracket tabs protruding from the sides of the middle columns with a total of six machine screw, hex nut in the rear side, tabs in the middle and screen in the front.



### **Step 7: Shelter Assembly – ad box double hinge**

This step requires the following parts:

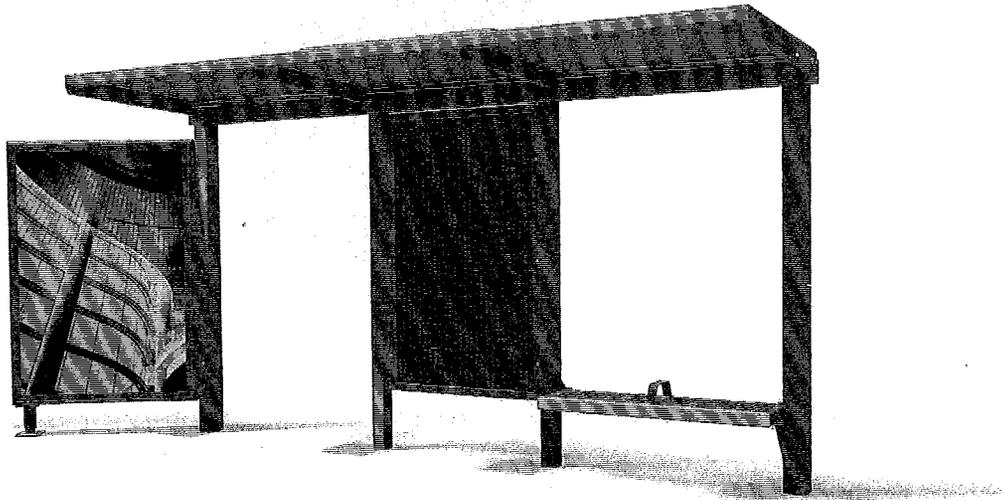
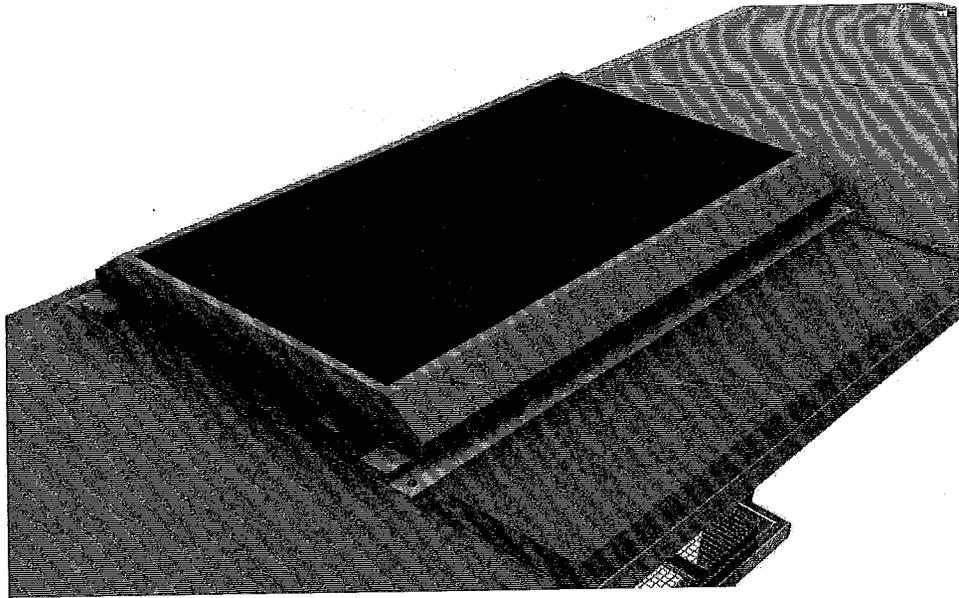
1. (1) ad box double sided hinged (39344-00)
  2. (3) machine screw 3/8-16x1-1/2" (8375080) + hex nut, lock washer and flat washers.
  3. (1) shoe weldment 7x7 (20386-00)
  4. (1) Bolt 1/2-13x4" (8087425) + nut and washer
  5. (1) Bracket, steel angled for ad box (40259-00P)
- Ad box assembly gets fastened thru 3 holes and an angled bracket in the back end of the box that coincide with 3 threaded features in the front side of the most left column. The ad box rests on top of the shoe weldment which will have to have its level adjusted by placing it level with the surface of the sidewalk concrete. (illustration below does not show angled ad box)



### **Step 8: Shelter Assembly – solar lighting kit**

This step requires the following parts:

1. (2) solar mounting bracket (40264-00)
  2. (4) tek-screw #14 X 1-1/4" (8655130)
- Solar mounting brackets have slots that coincide with the center distance between the two middle rafters, use the supplied tek-screws to fasten these brackets to the roof of the shelter, on top of the pressure ribs, making sure to drill and fasten to the above mentioned middle rafters. Then the solar equipment housing must be installed on top of the brackets. Follow solar panel kit instructions to perform electrical connections and wire routing.





# Tolar Manufacturing Company, Inc.

258 Mariah Circle, Corona, CA 92879 P: (951) 808 - 0081 | F: (951) 808 - 0041

DURABILITY WITH DISTINCTION

## PACKING LIST

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

Order Number	14825	
Customer Code	CITCO03	Public Service/Engineering
Customer Name	City of Costa Mesa	Costa Mesa CA 92626

QTY Ordered	Part Number	Part Description	Color Verification:	By:
1.00	39342-01	14-AD-CUSTOM/FL-PM-FBTB-SOLAR - (NON ILLUMINATED AD BOX) 14' FLAT ROOF SHELTER [+AD BOX (ANGLED)] FOR CITY OF		

### Components

Part Number	Description	QTY /Unit	QTY Total	Load	Counted	Checked	Customer Received By
					By	By	
40264-00	SOLAR MOUNTING BRACKET - 55-1/4" LONG	2.00	2.00				
37487-00	PRESSURE RIB - MIDDLE	2.00	2.00				
37492-00	PRESSURE RIB - LEFT [ONE SIDE MITERED]	1.00	1.00				
37493-00	PRESSURE RIB - RIGHT [ONE SIDE MITERED]	1.00	1.00				
37491-00	PRESSURE RIB - FRONT [MITERED]	1.00	1.00				
37488-00	"Z" CHANNEL EXTRUSION [REAR] 170"	1.00	1.00				
37415-00	ROOF PANEL, CENTER - ALUMINUM	1.00	1.00				
37416-00	ROOF PANEL, SIDE - ALUMINUM	2.00	2.00				
37414-00	ROOF ASSEMBLY 14'-6" x 4'-2" [COSTA MESA]	1.00	1.00				
28355-00	ROOF FASTENING PLATE - C1 SINGLE UNIT [SNA]	1.00	1.00				
37403-00	LEFT COLUMN WELDMENT - LEFT - 93"	1.00	1.00				
37405-00	COLUMN WELDMENT - MIDDLE LEFT - 93"	1.00	1.00				
37406-00	COLUMN WELDMENT - MIDDLE RIGHT - 93"	1.00	1.00				
37404-00	RIGHT COLUMN WELDMENT - RIGHT - 93"	1.00	1.00				
47861-00	STANDARD MESH BENCH WELDMENT 88" W/ SEAT	1.00	1.00				
44483-00	SEAT DELINEATOR / ARM REST - ASSEMBLY	1.00	1.00				
39344-00	AD BOX, DOUBLE SIDED, NON ILLUMINATED AD	1.00	1.00				
37482-00	REAR WALL SCREEN ASSEMBLY - FOR COSTA	1.00	1.00				

COMMENTS:

U.N.O. TOUCH UP PAINT REQUIREMENT IS \_\_\_\_\_ PAINT IS LOCATED IN THE HARDWARE BOX

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20386-00	SHOE WELDMENT, ALUM. 7 X 7 X 3/8" THK. X 8-1/4"	1.00	1.00				
40259-00P	BRACKET, STEEL ASTM A36, ANGLED FOR	1.00	1.00				

**Hardware**

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	Ship Direct
8654100	TEK SCREW, #12 X 1", SELF TAP, FLANGE HD W/	9.00	9.00					<input type="checkbox"/>
8655150	TEK SCREW, #14 X 1-1/2", SELF TAP, FLANGE HD	31.00	31.00					<input type="checkbox"/>
8655130	TEK SCREW, #14 X 1-1/4", SELF TAP, PAN HD,	4.00	4.00					<input type="checkbox"/>
8107177	BOLT 1"-8 X 3" ZINC YELLOW-CHROMATE PLATED	4.00	4.00					<input type="checkbox"/>
8698300	FLAT WASHER, 1", ZINC PLATED	4.00	4.00					<input type="checkbox"/>
1001000	CAP PLUG, PLASTIC FOR PANELS (MAX 0.25 THK)	4.00	4.00					<input type="checkbox"/>
8375090	MACHINE SCREW, 3/8"-16 X 2", BUTTON HD,	6.00	6.00					<input type="checkbox"/>
8375080	MACHINE SCREW, 3/8"-16 X 1-1/2", BUTTON HD,	9.00	9.00					<input type="checkbox"/>
8155032	HEXNUT, 3/8"-16, STN. STL.	6.00	6.00					<input type="checkbox"/>
8705068	LOCK WASHER, 3/8", STAINLESS STL.	15.00	15.00					<input type="checkbox"/>
8685100	FLAT WASHER, 3/8", STAINLESS STL.	21.00	21.00					<input type="checkbox"/>
8087425	BOLT, 1/2"-13 X 4", STAINLESS STL.	1.00	1.00					<input type="checkbox"/>
8685125	FLAT WASHER, 1/2", STAINLESS STL.	1.00	1.00					<input type="checkbox"/>
8176075	HEXNUT, 1/2"-13, STN. STL. TOP LOCKING	1.00	1.00					<input type="checkbox"/>
8037380	ANCHOR HILTI KWIK BOLT, III 1/2" X 3-3/4" STN.	4.00	4.00					<input type="checkbox"/>
8060240	ANCHOR, PAB6-36 SIMPSON STRONG-TIE 3/4" X 36"	16.00	16.00					<input type="checkbox"/>
8188125	HEXNUT, 3/4"-10, HOTDIPPED GALVANIZED	32.00	32.00					<input type="checkbox"/>
8698200	FLAT WASHER, 3/4", HOT DIPPED GALVANIZED	32.00	32.00					<input type="checkbox"/>
3390199	USC RMS 70 POWERING (3) 2 WATT TOLAR PUCKS	1.00	1.00					<input type="checkbox"/>
8126110	BOLT, CARRIAGE, 3/8"-16 X 1 3/4", STAINLESS STL.	5.00	5.00					<input type="checkbox"/>
8155032	HEXNUT, 3/8"-16, STN. STL.	3.00	3.00					<input type="checkbox"/>
8705068	LOCK WASHER, 3/8", STAINLESS STL.	5.00	5.00					<input type="checkbox"/>
8685100	FLAT WASHER, 3/8", STAINLESS STL.	5.00	5.00					<input type="checkbox"/>

QTY Ordered    Part Number    Part Description

1.00    33208-121    TRSHPERFPEDHL32SS  
32 GALLON PERF METAL PEDESTAL MOUNT TRASH RECEPTACLE

Color Verification:

By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

**U.N.O. TOUCH UP PAINT REQUIREMENT IS \_\_\_\_\_ PAINT IS LOCATED IN THE HARDWARE BOX**

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**Components**

<u>Part Number</u>	<u>Description</u>	<u>QTY /Unit</u>	<u>QTY Total</u>	<u>Load</u>	<u>Counted By</u>	<u>Checked By</u>	<u>Customer Received By</u>
33208	TRASH CAN WELDMENT, 32 GALLON PERF. METAL	1.00	1.00				

**Hardware**

<u>Part Number</u>	<u>Description</u>	<u>QTY /Unit</u>	<u>QTY Total</u>	<u>Load</u>	<u>Counted By</u>	<u>Checked By</u>	<u>Customer Received by</u>	<u>Ship Direct</u>
8057375	ANCHOR, SUP-R-STUD 1/2" X 3-3/4	4.00	4.00					<input type="checkbox"/>
1115010	RUBBER DRUM, 32 GAL; (VERIFY FIT) RUBBERMAID	1.00	1.00					<input type="checkbox"/>

COMMENTS:

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**U.N.O. TOUCH UP PAINT REQUIREMENT IS \_\_\_\_\_ PAINT IS LOCATED IN THE HARDWARE BOX**

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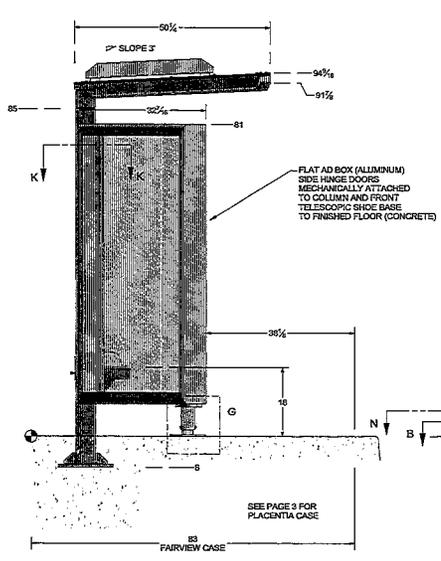
P: (951) 808 - 0081 | F: (951) 808 - 0041

customerservice@tolarmfg.com

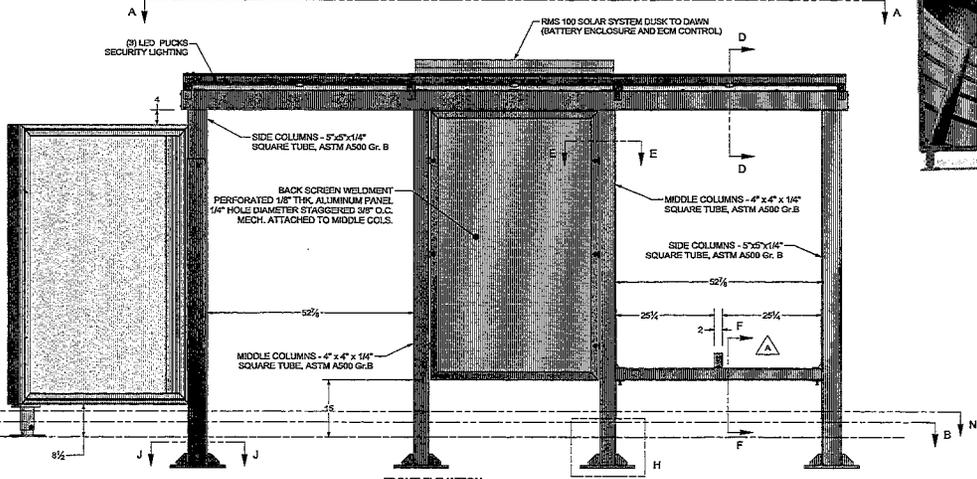
**GENERAL NOTES:**

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T3 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS E1. CLASS E70S-6.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-48. ELECTRODES SHALL CONFORM TO AWS/ASA 5.17 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INCTS QUALITY CONTROL MANUAL.
8. THE CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS FOR THE STRUCTURE AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS AND DOES NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.

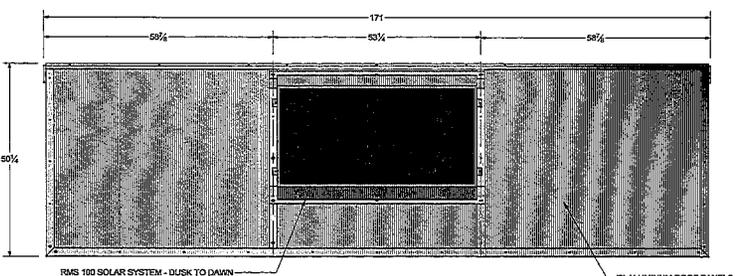
REVISION HISTORY				
ZONE	REV	DESCRIPTION	DATE	APPROVED
BB	A	ADDED SEAT DELINEATOR	4/21/2022	CG



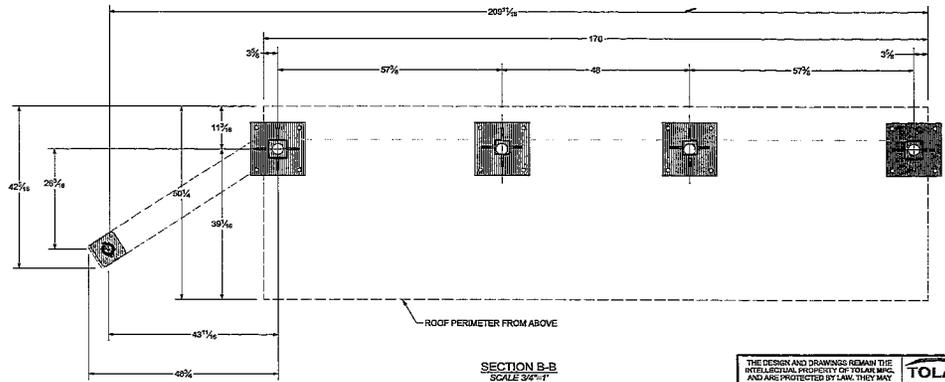
**SIDE ELEVATION**  
SCALE 3/4"=1'



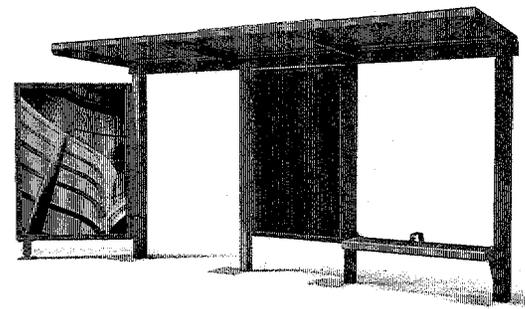
**FRONT ELEVATION**  
SCALE 3/4"=1'



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



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



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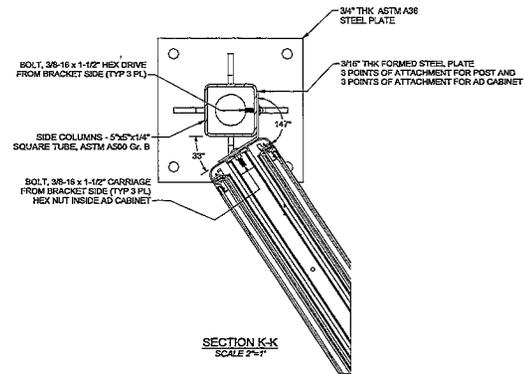
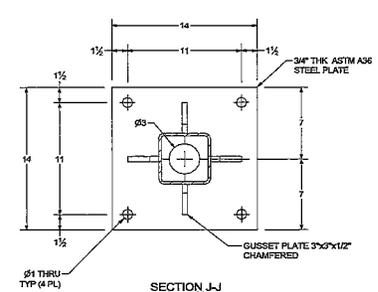
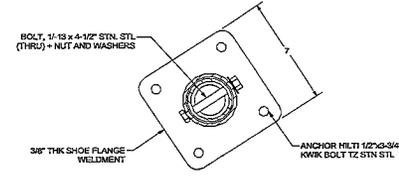
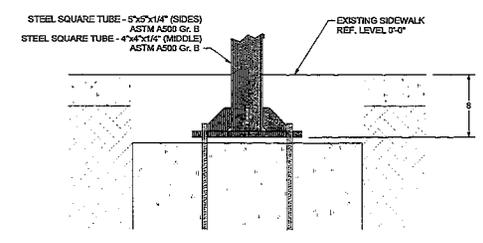
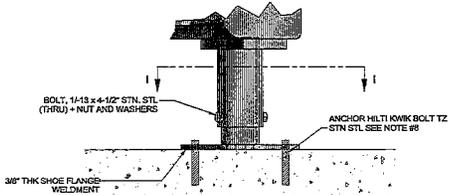
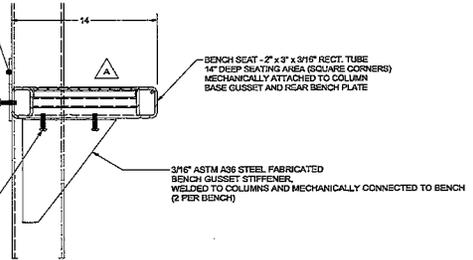
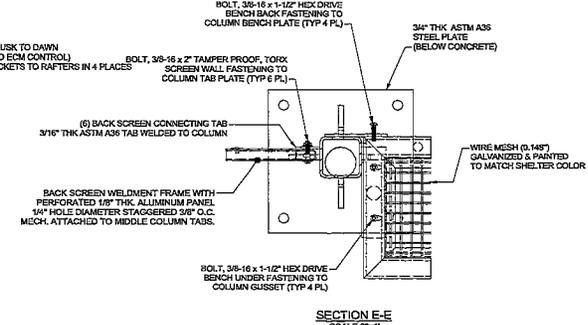
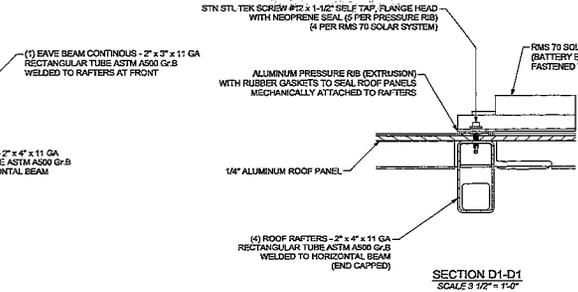
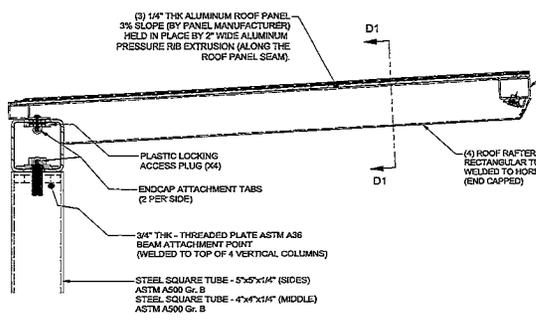
**TOLAR** TOLAR MANUFACTURING COMPANY, INC.  
200 Marsh Circle, Costa Mesa, CA 92626

PROJECT: 44' FLAT ROOF SHELTER (PAD BOX)  
CITY OF COSTA MESA

REV	DATE	DESCRIPTION	BY	CHK
D	4/18/2020	ALUMINUM ROOF PANELS	cg	cg

DATE: 4/18/2020  
DRAWN BY: cg  
CHECKED BY: cg

ZONE	REV	DESCRIPTION	DATE	APPROVED
BS	A	ADDED SEAT DELINEATOR	4/21/2022	CG



- GENERAL NOTES:**
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
  2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
  3. ALL HOLES TO BE DRILLED OR PUNCHED.
  4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
  5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 2-08. ELECTRODES SHALL CONFORM TO AWS/SA 5.10 CLASS ER4043.
  6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
  7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO., INC'S QUALITY CONTROL MANUAL.
  8. THE CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS FOR THE STRUCTURE AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS AND DOES NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.

THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESS WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

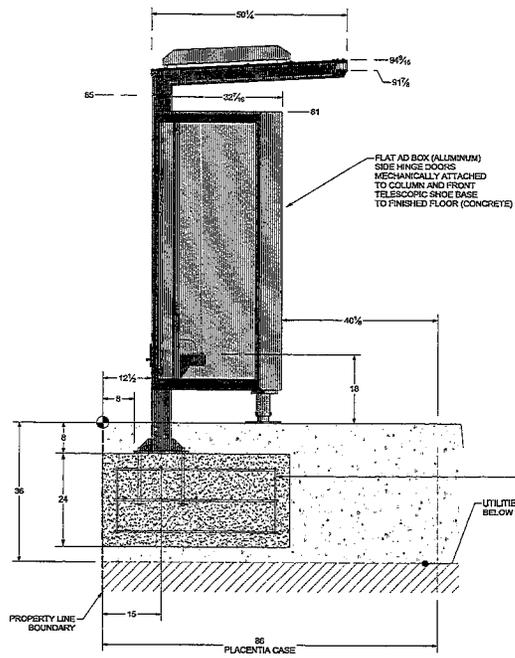
**TOLAR** TOLAR MANUFACTURING COMPANY, INC.  
253 Marsh Circle, Corona, CA 92679

PROJECT: 14' FLAT ROOF SHELTER (+AD BOX)

DESIGNER	STEEL STRUCTURE	DRAWING	39342-01	REV	2 of 3
DRAWN	ALUMINUM ROOF PANELS	DATE	4/16/2022	APP'D	CG

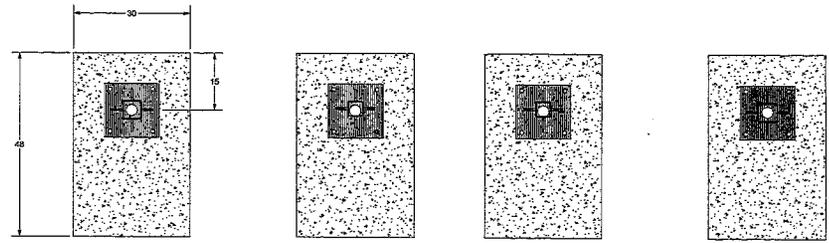
SCALE: NOTED

T:\inventor\Shelters\14' Flat Roof\39342-01.dwg



SIDE ELEVATION  
SCALE 3/4"=1'

(3) #4 REBAR, FULL LENGTH, TOP & BOTTOM EACH WAY W/ #4 REBAR @ 12" O.C. INTERMEDIATE  
(1) #4 REBAR AT CORNERS  
ANCHORS: #3/4 X 16 LONG PAINS  
RUST & OIL FREE, 12" EMBEDMENT



SECTION N-N  
SCALE 3/4"=1'

THE DESIGN AND DRAWINGS HEREBY ARE THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESS WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

**TOLAR** TOLAR MANUFACTURING COMPANY, INC.  
229 Mizpah Circle, Corona, CA 92629

CUSTOMER: CITY OF COSTA MESA SHEET: 3 of 3

REV	DESCRIPTION	DATE	BY	CHKD BY
0	STEEL STRUCTURE			
1	ALUMINUM ROOF PANELS	4/18/2020	cgarcia	

PROJECT: 14' FLAT ROOF SHELTER (AD BOX)  
DRAWING NO.: SS042-01  
SCALE: AS SHOWN

**EXHIBIT B**

**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.