

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 24-02**

THIS PUBLIC WORKS AGREEMENT. ("Agreement"), dated June 18, 2024 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and Crosstown Electrical & Data, 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 modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations (the "Work").

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

The Project is known as the Traffic Signal Modification Project at Baker Street and Babb Street, City Project No. 24-02 (the "Project").

2. CONTRACT DOCUMENTS.

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

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, notice inviting bids, complete plans, profiles, detailed drawings and specifications, general provisions, Addendum No. 1 (Dated May 2, 2024) and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (f) 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 Seung Yang, City Engineer referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove

personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

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

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two hundred ninety-two thousand, seven-hundred eighty-seven dollars and no/100, (\$292,787.00)

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services 303 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 30 working days from the first day of commencement of the Work.

12. TERMINATION.

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

(b) Termination for Breach of Contract.

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

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to three thousand six-hundred dollars (\$3,600.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

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

14. PERFORMANCE BY SURETIES.

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

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the

Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

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

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

19. CONTRACT SECURITY AND GUARANTEE.

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

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

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those

failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

## 20. INDEMNIFICATION.

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

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

CITY does not, and shall not, waive any rights against CONTRACTOR which it

may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

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

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

## 21. INSURANCE.

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

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

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

(\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
  - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - (2) Pay on behalf of wording as opposed to reimbursement;
  - (3) Concurrency of effective dates with primary policies;
  - (4) Policies shall "follow form" to underlying primary policies; and
  - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

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

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

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

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

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

## 22. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

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

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

### 23. COMPLIANCE WITH ALL LAWS.

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



24. DRUG-FREE WORKPLACE POLICY.

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

25. NON-DISCRIMINATION.

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

26. PROVISIONS CUMULATIVE.

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

27. NOTICES.

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

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

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

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

Crosstown Electrical & Data, Inc.

5454 Diaz Street  
Irwindale, CA 91706  
Attn: David P. Heermance, President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
reportsfclaims@zurichna.com  
800-626-4577

28. INDEPENDENT CONTRACTOR.

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

29. PERS ELIGIBILITY INDEMNIFICATION.

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

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

30. VALIDITY.

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

31. GOVERNING LAW.

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

32. NO THIRD PARTY BENEFICIARY RIGHTS.

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

33. ASSIGNABILITY.

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

34. WAIVER.

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

35. HEADINGS.

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

36. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of

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

37. COUNTERPARTS.

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

38. CORPORATE AUTHORITY.

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

[Signature page follows.]

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*  
Lori Ann Farrell Harrison  
City Manager

Date: 7/18/2024

CONTRACTOR – CROSSTOWN ELECTRICAL & DATA, INC.

*David Heermance*  
Signature

Date: 06/26/2024

David Heermance, President  
Name and Title

ATTEST:

*Brenda Green*  
Brenda Green  
City Clerk



Date: 7/22/2024

APPROVED AS TO FORM:

*Kimberly Hall Barlow*  
Kimberly Hall Barlow  
City Attorney

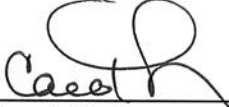
Date: 7/16/24

APPROVED AS TO INSURANCE:

*Ruth Wang*  
Ruth Wang  
Risk Management


Date: 7/3/24

APPROVED AS TO PURCHASING:

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

Date: July 11, 2024

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: 7-3-24

  
\_\_\_\_\_  
Seung Yang  
Project Manager

Date: 7/2/24

**EXHIBIT A**  
**CONTRACTOR'S BID**

**EXHIBIT A**  
**CONTRACTOR'S BID**



**SECTION C**  
**PROPOSAL**  
**FOR THE**  
**TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET,**  
**CITY PROJECT NO. 24-02**

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) business days after Notice to Proceed for Construction and commence the construction Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER THE NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

## BID SCHEDULE PROPOSAL

ITEM #	BID ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization.	1	L.S.	\$5,000.00	\$5,000.00
2	Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)	1	F.A.	\$25,000	\$25,000
3	Implement Traffic Control, including all Equipment, Material, Labor, and Set Up (includes removal at the end of the project).	1	L.S.	\$3,500.00	\$3,500.00
*4	Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City's Traffic Management Center (TMC)*	1	L.S.	\$246,097.00	\$246,097.00
*5	Complete all Signing, Striping, and Markings per Plan. This bid item includes all Materials and Labor.*	1	L.S.	\$13,190.00	\$13,190.00

**TOTAL BID PROPOSAL FIGURES:**

\$ 292,787.00

**TOTAL BID PROPOSAL (Words):**

TWO HUNDRED NINETY-TWO THOUSAND, SEVEN HUNDRED EIGHTY-SEVEN DOLLARS AND NO/100\*\*\*

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

*The CITY also reserves the right to reject all Bids.*

  
Bidder's Initials

**PROPOSAL BID SCHEDULE  
(CONTINUED)**

**NOTES:**

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. (\*) Schedule of Values shall be submitted before 4:00 PM of the 4<sup>th</sup> business day following the bid opening. Price includes the indirect cost mark up.
5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.  
  
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.  
  
In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials are required to be uploaded onto PlanetBids.

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

### PROPOSAL SCHEDULE (CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words) TWO HUNDRED NINETY-TWO THOUSAND, SEVEN HUNDRED  
EIGHTY-SEVEN DOLLARS & NO/100 (\$ 292,787.00 )

Contractor's Lawful Name: CROSSTOWN ELECTRICAL & DATA, INC. in figures

Bidder's Name: DAVID P. HEERMANCE Bidder's Initials: *DPH*

Contractor's License No. 756309 Expiration: 11/30/2024

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

Contractor's DIR Registration Number: [REDACTED]

Signature: *David P. Heermance* Date: 05/06/2024

Contractor's Address: 5454 DIAZ ST IRWINDALE CA 91706

Telephone Number: ( 626 ) 813-6693 Mobile No.: ( 626 ) 926-0031

Fax Number: ( 626 ) 869-0192 E-mail: DAVE@CROSSTOWNDATA.COM

24-Hour Emergency Contacts:

DAVID P. HEERMANCE  
Name

Telephone Number: ( 626 ) 813-6693

Mobile No.: [REDACTED]

RICARDO AVILA  
Name

Telephone No.: ( 626 ) 813-6693

Mobile No.: [REDACTED]

JERRY DAVIS  
Name

Telephone No.: ( 626 ) 813-6693

Mobile No.: [REDACTED]

*DPH*  
Bidder's Initials

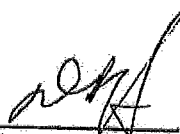
**PROPOSAL SCHEDULE  
(CONTINUED)**

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

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

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

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

  
Bidder's Initials

Respectfully Submitted,

CROSTOWN ELECTRICAL & DATA, INC.  
 Contractor's Business Name  
5454 DIAZ STREET  
 Business Address: Street  
IRWINDALE CA 91706  
 City State Zip  
626-813-6693  
 Business Phone Number  
DAVID P. HEERMANCE PRESIDENT  
 Name Title  
5454 DIAZ ST IRWINDALE CA 91706  
 City State Zip

DAVID P. HEERMANCE PRESIDENT  
 Contractor Title  
*David Heermance*  
 Signed By Title  
756309 CLASS A/C-10 11/30/2024  
 Contractor's License No. and Classification Exp. Date  
5/6/2024  
 Residence: Street  
 Residence phone Number

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

Corporation

Taxpayer I.D. Number: [REDACTED]

Name DAVID P. HEERMANCE  
 Name ANDREA HEERMANCE  
 Name BENJAMIN HEERMANCE

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

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

Partnership or Joint Ventures

Taxpayer I.D. Number: N/A

Name N/A  
 Address N/A  
 Name N/A  
 Address N/A

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

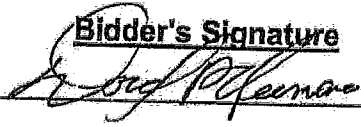
The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

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

<u>DAVID P. HEERMANCE</u>	<u>PRESIDENT</u>
<u>ANDREA HEERMANCE</u>	<u>SECRETARY</u>
<u>BEN HEERMANCE</u>	<u>CFO</u>

*DPH*  
Bidder's Initials

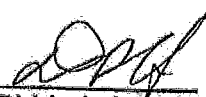
Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
1	05-02-2024	

**CONSTRUCTION PROJECT REFERENCES**

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

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
2/2023	COACHELLA VALLEY ASSOCIATION OF GOV	ERIC COWLE, 760-346-1127
3/2022	07A5258 CALTRANS	KURT NEWTON, 213-700-1979
3/2022	07A5259 CALTRANS	KURT NEWTON, 213-700-1979
3/2022	07A5260 CALTRANS	KURT NEWTON, 213-700-1979
5/2022	CITY OF LOS ANGELES	FERNANDO CAMPOS 213-978-0261
10/2022	CITY OF CARSON	IAN HOLST, 310-830-7600
8/2022	CITY OF SANTA CLARITA	CESAR ROMO, 661-286-4002
8/2023	CITY OF BAKERSFIELD	EDGAR SANTANA 661-852-2120

  
Bidder's Initials

### DESIGNATION OF SUBCONTRACTORS

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

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

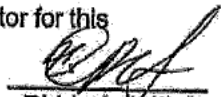
Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

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

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
4 (PARTIAL)	17.03%	EXCEL PAVING, 2230 LEMON AVE., LONG BEACH, CA 90806, LFLORES@EXCELPAVING.NET	688659	A, C-12, C-31	[REDACTED]
4 (PARTIAL)	.95%	SMITHSON ELECTRIC, INC., 1938 E. KATELLA AVE., ORANGE, CA 92867, TOM@SMITHSONELECTRIC.COM	614518	C-10	[REDACTED]
5	3.62%	SUPERIOR PAVEMENT MARKINGS, INC., 5312 CYPRESS STREET, CYPRESS, CA REBECCA@SUPERIORPAVEMENTMARKINGS.COM	776306	C-31, C-32, D-38	[REDACTED]

By submission of this proposal, the Bidder certifies:

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

  
Bidder's Initials



## CONTRACT ASSURANCE

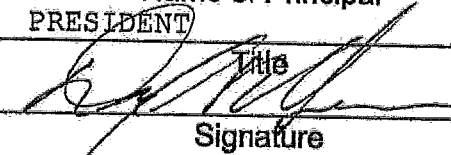
The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR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

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

  
Bidder's Initials

**NONCOLLUSION AFFIDAVIT**

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

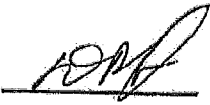
CROSSTOWN ELECTRICAL & DATA, INC  
Contractor Firm Name  
DAVID P. HEERMANCE  
Name of Principal  
PRESIDENT  
  
Title  
Signature

Subscribed and sworn to before me by:

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

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

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

  
Bidder's Initials

# ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

On May 14, 2024 before me, Angela Sherlin, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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

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

Dated: MAY 6, 2024

CONTRACTOR



DAVID P. HEERMANCE, PRESIDENT

CROSTOWN ELECTRICAL & DATA, INC.

Company Name

PROJECT: TRAFFIC SIGNAL MODIFICATION AT BAKER ST. AND BABB ST.,  
CITY PROJECT NO. 24-02

  
Bidder's Initials

**DRUG-FREE WORKPLACE POLICY**

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

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

  
Bidder's Initials



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

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
NONE				

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

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

DAVID P. HEERMANCE, PRESIDENT  
Bidder/Applicant/Proposer

MAY 6, 2024  
Date

Bidder's Initials

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

CITY OF COSTA MESA  
ORANGE COUNTY, CALIFORNIA

---

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

**TRAFFIC SIGNAL MODIFICATION AT  
BAKER STREET AND BABB STREET**

**CITY PROJECT NO. 24-02**

---

Prepared Under the Direction of



**Seung Yang, P.E.**

City Engineer

*In conjunction with*

**AGA Engineers, Inc.**

211 Imperial Highway, Suite 208  
Fullerton, CA 92835  
(714) 992-4592

Ruben Perales, P.E.  
License No. 83169

Copy No. \_\_\_\_\_

Checked by \_\_\_\_\_



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

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

**TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET,  
CITY PROJECT NO. 24-02**

1. **BID SUBMISSION AND OPENING**: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **4:00 P.M., Monday, May 6, 2024**, at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

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

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

2. **SCOPE OF WORK AND BID DOCUMENTS**: The scope of work generally consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations.

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

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

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

Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.
8. **PREVAILING WAGES:** This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
9. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
10. **RETENTION:** The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
11. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
12. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
13. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

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

Brenda Green, City Clerk  
City of Costa Mesa  
Dated: April 4, 2024

## INFORMATION FOR BIDDERS

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



return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

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

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

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

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and

payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

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

**REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

**Specification Section:**

**INTERPRETATION REQUESTED:**

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

**REPLY:**

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

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

**SECTION C**  
**PROPOSAL**  
**FOR THE**  
**TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET,**  
**CITY PROJECT NO. 24-02**

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

Dear Council Members:

In compliance with the **NOTICE INVITING BIDS FOR THE TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) business days after Notice to Proceed for Construction and commence the construction Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER THE NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

## BID SCHEDULE PROPOSAL

ITEM #	BID ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization.	1	L.S.		
2	Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)	1	F.A.	\$25,000	\$25,000
3	Implement Traffic Control, including all Equipment, Material, Labor, and Set Up (includes removal at the end of the project).	1	L.S.		
*4	Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City's Traffic Management Center (TMC)*	1	L.S.		
*5	Complete all Signing, Striping, and Markings per Plan. This bid item includes all Materials and Labor.*	1	L.S.		

**TOTAL BID PROPOSAL FIGURES:**

\$
----

**TOTAL BID PROPOSAL (Words):**

---



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

*The CITY also reserves the right to reject all Bids.*

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

**PROPOSAL BID SCHEDULE  
(CONTINUED)**

NOTES:

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

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

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

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

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



**PROPOSAL SCHEDULE  
(CONTINUED)**

(Please Type or Print)

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

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

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

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

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

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

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

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

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

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

**24-Hour Emergency Contacts:**

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

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

**PROPOSAL SCHEDULE  
(CONTINUED)**

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

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

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

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

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

Respectfully Submitted,

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

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

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

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

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

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

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

\_\_\_\_\_  
Singed By Title

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

\_\_\_\_\_  
Date

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

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

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

Corporation

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

Name _____	Can Sign	Must Sign
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>

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

Partnership or Joint Ventures

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**CONSTRUCTION PROJECT REFERENCES**

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

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

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

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

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

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>

By submission of this proposal, the Bidder certifies:

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

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

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

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

KNOW ALL PEOPLE BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

We hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**Contractor/ Principal**  
(Notary Acknowledgement to be attached)

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

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

## CONTRACT ASSURANCE

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

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

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

**NONCOLLUSION AFFIDAVIT**

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

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

Subscribed and sworn to before me by:

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

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

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



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

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

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

CONTRACTOR

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

Company Name

PROJECT: TRAFFIC SIGNAL MODIFICATION AT BAKER ST. AND BABB ST.,  
CITY PROJECT NO. 24-02

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

## **DRUG-FREE WORKPLACE POLICY**

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

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

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Bidder's Initials



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN  
CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

\_\_\_\_\_  
Date

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

# SECTION D GENERAL PROVISIONS

## PART 1

### SECTION 1 – GENERAL

#### 1-2 GENERAL

[Add the following:].

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

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

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

Where referenced in these Specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

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

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

**1-2 TERMS AND DEFINITIONS**

[Add or redefine the following:].

- (a) AGENCY                             The City of Costa Mesa, California, hereinafter referred to as "CITY."
  
- (b) BOARD                             The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD."
  
- (c) CONTRACT DOCUMENTS       Documents including but not limited to the following: The proposal form P-1 through P-9b, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement.
  
- (d) ENGINEER                        The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER.
  
- (e) BIDDER                            Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER.
  
- (f) LEGAL ADDRESS OF CONTRACTOR   The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
  
- (g) LABORATORY                     An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract.

**1-3 ABBREVIATIONS**

- CALTRANS                           State of California, Department of Transportation, Division of Highways
  
- O.C.E.M.A.                         Orange County Environmental Management Agency
  
- L.A.C.F.C.D.                       Los Angeles County Flood Control District

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

### **1-6.1 General**

[Add the following:].

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

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

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

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

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

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

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the provisions in the Information for Bidders section of these specifications. The person

submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

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

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

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

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

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

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

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

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

[Add the following:].

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

## 1-7 AWARD AND EXECUTION OF THE CONTRACT

### 1-7.1 General

[Add the following:].

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

#### 1-7.1.1 Execution of Agreement

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

#### 1-7.2 Contract Bonds

[Add the following:].

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

CONTRACTOR shall provide the following:

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

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



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

## **SECTION 2 – SCOPE OF THE WORK**

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

[Replace in its entirety with the following:].

The scope of work in general consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations and all other work as required as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

### **2-2 PERMITS**

[Add the following:].

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

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

- The Contractor is directed to Appendix 'C' - Caltrans Encroachment Permit and shall pay the permit fee, obtain the double permit rider, and comply with the conditions of said permit.

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

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

[Add the following:].

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

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

[Add the following:].

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

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

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

[Add the following:].

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

#### **Waste Hauler Requirements**

The California Green Building Standards Code, 2016 Edition, California Code of Regulations, Title 24, Part 11, impacting waste diversion as documented in the City of Costa Mesa's Municipal Code Chapter 4 of Title 8, requires that all construction and demolition related projects divert 65% of project waste generated from the landfill. Consequently, permitted building projects relating to construction and demolition, newly constructed buildings, additions, alterations, interior and exterior demolitions, etc., are required to divert a minimum of 65% of nonhazardous construction and demolition waste from the landfill by recycling, reuse, or salvage. Generally, these materials include brick, drywall, other masonry, cardboard, green waste, paper, carpet, lumber, plastic, concrete, and/or metals. Asphalt, concrete, excavated soil and land-clearing debris should be 100% diverted from disposal. The County provides a suggested list of locations that are meeting and/or exceeding the 65% diversion requirement and may be used for recycling construction and demolition material.

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

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

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

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

##### **2-7.1 GENERAL**

[Add the following:].

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

## **2-8 EXTRA WORK**

[Add the following:].

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

## **2-9 CHANGED CONDITIONS**

[Add the following:].

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

# **SECTION 3 – CONTROL OF THE WORK**

## **3-1 ASSIGNMENT**

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

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

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

[Add the following:].

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

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

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER. All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

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

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

### **3-5 INSPECTION**

[Add the following:].

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

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

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

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

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

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

[Add the following:].

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

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

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

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

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

[Add the following:].

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

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

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

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

### **3-10 SURVEYING**

[Replace with the following:].

### **3-10.1 General**

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

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

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

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

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

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

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

### **3-12.1 General**

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

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

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

[Add the following:].

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

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

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

[Add the following:].

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

### **3-12.6 Water Pollution Control**

#### **3-12.6.1 General**

[Add the following:].

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

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

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

The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the

CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

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

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

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

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

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

[Add the following:].

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

The Contractor shall be responsible for any damage to any portion of the Work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the Work.

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

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

[Add the following:].

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

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



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

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

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

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

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

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

[Add the following:].

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

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

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

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

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

### **3-13.3 WARRANTY**

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

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

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

### **4-4 TESTING**

[Add the following:].

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

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

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

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

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

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

[Add the following:].

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

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

[Add the following:].

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

### **5-3 LABOR**

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

[Add the following:].

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

#### **5-3.5 Apprentices**

[Replace with the following:].

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

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

## 5-4 INSURANCE

[Replace with the following:].

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

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

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

### 1. Additional Insureds

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

### 2. Notice

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

### 3. Other Insurance

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

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

## 5-7 SAFETY

### 5-7.1 Work Site Safety

#### 5-7.1.1 General

[Add the following:].

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

## 5-7.8 Steel Plate Covers

### 5-7.8.1 General

[Add the following:].

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

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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

#### 6-1.1 Construction Schedule

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

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

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

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

[Add the following:].

### **6-1.3 DAILY REPORT SUBMITTAL**

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

### **6-3 TIME OF COMPLETION**

#### **6-3.1 General**

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

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) working days after Notice to Proceed for Construction and commence the construction Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER THE NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS.**

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

[Add the following:].

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

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

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

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

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

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

[Add the following:].

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

## **6-9 LIQUIDATED DAMAGES**

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

The CONTRACTOR shall pay to the CITY the sum of **\$3,600** per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement, or per the direction of the Engineer. Liquidated damages are calculated per Chapter 12 of the latest edition of the Caltrans Local Assistance Procedures Manual (LAPM).

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

### **7-3 PAYMENT**

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

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

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

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

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

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

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

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

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no

payment shall be considered until such approval is obtained.

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

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

[Add to end of Section the following:].

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

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

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

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

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

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

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

The acceptance of Final Payment by the Contractor shall release the CITY, the BOARD,



and the ENGINEER from any and all claims or liabilities on account of work performed by the Contractor under the Contract or any alterations thereof.

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

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

[Add the following:].

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

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

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

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

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

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

[Add the following:].

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

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

A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:

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

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

[Replace in its entirety with the following:].

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

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

### **7-3.4 Mobilization**

[Replace in its entirety with the following:].

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

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

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

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

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

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

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

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

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

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

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

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

##### **7-4.2.1 Labor**

[Add the following:].

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

### 7-4.3 Markups

#### 7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

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

Labor:	20%
Materials:	15%
Contractor Owned Equipment	15%
Equipment Rental	10%*
Other Items and Expenditures	10%

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

\* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates.

#### 7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of five (5) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

[Add the following:].

### 7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

#### Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written

statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

#### Meet & Confer

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

#### Mediation

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

#### Miscellaneous Provisions

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

**SECTION E**  
**SPECIAL PROVISIONS**

**PART 1-8**

[Add the following Section:].

**PART 1**  
**GENERAL**

**100-1 GENERAL**

**Additions/Modifications to Standard Specifications**

The following additions are made to the latest edition of the "Standard Specifications for Public Works Construction" (The "Greenbook"), and the General Provisions stated within the "Standard Specifications" of this Project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the latest edition of the Uniform Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire codes, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

**If the item of work is identified within the Proposal section of these Specifications, then the following bid item descriptions will provide the corresponding bid item numbering within each corresponding section of the Standard Specifications under the Subsection entitled "Measurement and Payment" or "Payment". All other sections and subsections shall conform to the Standard Specifications unless modified herein.**

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Contract Documents. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up including all costs for compliance with the regulations of public agencies having

jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor, and all other items related to the work.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in the Standard Specifications, Section 7-1, "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with the Standard Specifications, Section 7-2, "Lump Sum Work."

**Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited, to the bid descriptions set forth herein.**

## **100-2 MOBILIZATION AND DEMOBILIZATION**

### **100-2.1 General**

Mobilization shall comply with Section 7-3.4 of the General Provisions.

### **100-2.2 Measurement and Payment**

#### **Bid Item #1: Mobilization and Demobilization**

Measurement and Payment for Mobilization and Demobilization shall be included in the **Lump Sum (LS) Price** basis. It shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the CITY; and complying with the requirements specified in those licenses and permits; coordination, field office facility, all required submittals specified within these Specifications, and incidentals necessary to perform all related items of work. Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall include the cost of such mobilization/demobilization and administration during the entire Contract period.

No additional compensation will be allowed.

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

Mobilization shall include all related "de-mobilization" costs, including the removal of any remaining Underground Service Alert (USA) utility markings or other construction paint markings, by means of wet sand blasting or other pre-approved method on the sidewalk, curb/gutter and pavement.

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. This work shall include, but not be limited to protect-in-place and/or relocations of the facility to accommodate the construction of an improvement, and removal of existing planters, trees, shrubs, and bushes.

The contractor shall confine his operations and work area to the street right-of-way and is responsible for securing an adequate storage site for equipment and materials. No encroachment into private property will be permitted without prior written consent of the property owner and Engineer. Obtaining this consent will be the responsibility and at the cost of the Contractor. The Contractor shall provide supervisory personnel to keep the construction site in a safe condition at all times.

The Contractor shall submit a Construction Schedule at least ten (10) working days prior to commencing work. All revisions shall be completed within three days after review by the Engineer. The Contractor shall submit requests for changes in the schedule to the City for approval at least three (3) working days prior to performing any work.

The Contractor is noted that this project is being coordinated with parkway concrete repair project, the asphalt paving project, and slurry seal project within the same project limits. The contractor to perform the work shall be the concrete contractor and upon completion of their work, the asphalt contractor will overlay or level the streets with asphalt concrete. Within minimum two weeks after the completion of the asphalt contractor's work, the slurry project will commence. The City reserves the right to include or exclude streets.

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

No construction activities will be allowed on streets that are receiving trash pick-up or sweeping services on the same day. A copy of the CR&R Waste Collection Map will be available upon request. The Contractor shall coordinate with the trash hauler in preparing



the construction schedule. The Contractor shall provide a map showing the schedule of the work, which should coordinate with the trash and mail schedule, to the City at the preconstruction meeting. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days.

### **100-3 CONTROL OF THE WORK**

#### **100-3.1 Water Pollution Control and Best Management Practices**

Contractor shall follow the water pollution control and Best Management Practices (BMPs) guidelines enumerated in Section 3-12.6 of the "Standard Specifications for Public Works Construction" (The "Greenbook"), and also Section 3-12.6 of the General Provisions stated within the "Standard Specifications" of this Project and these contract bid documents.

### **100-4 ADDITIONAL WORK ITEMS**

#### **100-4.1 General**

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance

At the direction of the Engineer, the Contractor shall provide labor, equipment, and materials for the additional work beyond the scope of work established within the GREENBOOK. Work will include, but not limited to, ALL the items aforementioned in these Special Provisions. Said work will only be performed, if required, and approved by the Engineer. The Contractor acknowledges that this bid item will only be used at the discretion of the Engineer.

#### **100-4.2 Payment**

**Bid Item #2: Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)**

The Contractor shall be paid at force account for work performed under this bid item as directed by the Engineer.

**PART 3**  
**CONSTRUCTION METHODS**  
**SECTION 300 – EARTHWORK**

[Add the following:].

**300-0 EARTHWORK IN STATE RIGHT-OF-WAY**

**300-0.1 General**

All earthworks performed within the State of California Department of Transportation ("Caltrans") Right-of-Way shall conform to the requirements of Section 19 of the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways" with the appropriate Caltrans, City, and other applicable agency encroachment permits procured.

**300-1 CLEARING AND GRUBBING**

**300-1.1 General**

[Add or redefine the following:].

Section 300-1, "Clearing and Grubbing," of the Standard Specifications is supplemented by the following:

Contractor shall field verify existing grades and shall accept site as is, for no other grading shall be performed by the CITY.

- 300-1.3 Removal and Disposal of Materials
- 300-1.3.1 General

All materials removed shall be disposed of in a legal manner at an appropriate Disposal Site.

- 300-1.3.2 Requirements

*A. Bituminous Pavement*

Saw cutting of edges to be joined is required.

*B. Miscellaneous*

In addition to the work outlined in Section 300-1.1 of the Standard Specifications, the following items of work are included under Clearing & Grubbing unless otherwise covered by specific bid item.

1. Maintaining dust control at all times by watering during the entire time of the project, whether extended or not, including developing a water supply and furnishing and placing all water for all work done in the contract, including water used for extra work.
2. Application of soil sterilant, if applicable, or as directed by the ENGINEER.
3. Protection of utilities, structures, improvements and other facilities within the construction zone, except those specifically shown on the plans to be removed or relocated.
4. Removal and disposal of existing natural and artificial objectionable material within the limits of construction.
5. Verification of existing locations and elevations as shown on the plans or directed by the ENGINEER.
6. Replacement of disturbed traffic signs, street names, mailboxes, property owner signs, fences, landscaping, protection of temporary construction fences and all appurtenances, striping and markings as required to the satisfaction of the ENGINEER. Also, includes the installation of safe pedestrian pathway by installing orange netting or other approved method of safely directing pedestrians through a protected path.
7. This item shall also be interpreted to include the removal or relocation of any additional items in conflict with the proposed work not specifically mentioned herein or covered by specific bid item as directed in the field by the Engineer, which may be found within the work limits whether shown or not shown on the plans to be removed or relocated.
8. All surplus material three (3) inches or smaller shall be uniformly spread and compacted in the street sub grade. No material greater than three (3) inches in any dimension shall be used in the top twelve (12) inches of the sub grade. No nesting of rocks shall be allowed.
9. Unclassified fill shall consist of all fill unless separately designated. Construction of unclassified fill included preparing the area on which fill is to be placed, and the depositing, conditioning, and compaction of fill material.
10. Complete all demolition and removal work associated with the removal of AC, underlying PCC, PCC curb/gutter, as designated on the drawings for removal, unless otherwise defined.
11. Any structural or non-structural demolition work involved for the construction of the project and Contractor shall be responsible for disposing in a legal manner.
12. Determining and maintaining a straight edge in areas where AC joins existing edge of pavement.
13. No burning will be permitted.
14. No accumulation of flammable material shall remain on or adjacent to the right-of-way.

## **SECTION 302 – ROADWAY SURFACING**

### **302-4 SLURRY SEAL SURFACING**

[Add the following within each Subsection:].

#### **302-4.1.1 PREPARATION OF EXISTING FOR SLURRY SEAL**

**Before applying slurry seal, the Contractor shall perform the following:**

- Notices and No Parking postings. The contractor shall notify all the residents on any street that is impacted by the slurry seal operations by the end of the working day, on the Wednesday prior to slurry sealing the roadway. All operations for a Monday through Sunday work week shall have notices delivered by the prior Wednesday. The notice to each resident shall be on a format that is acceptable to the Engineer, with all contents of the notice being approved by the Engineer at least three weeks prior to having any slurry seal work performed. No Parking” signs are to be posted at least two working days prior to performing any slurry seal work.
- Plane all buckled pavement flush with existing adjacent pavement after the cleaning process.
- Remove all excess bitumen in bituminous pavement by burning or other method which is to be approved by Engineer.
- Clean all oil stained asphalt surfaces and apply “oil seal” produced by Industrial Asphalt or an approved equal to all oil stained surfaces prior to slurry application.
- Clean all loose materials, silt, vegetation, and other objectionable material on the existing surface by a method as specified or approved by the Engineer. The surface shall be free of water, dust, and foreign materials.
- Before construction starts, all cracks shall be sprayed with “Suppress Herbicide EC” a non-select organic weed and grass killer solution manufactured by Westbride Agricultural Products and a direct kill application (spectroicide) combination or approved equal. The contractor shall apply the organic weed and grass killer solution twice, at two (2) weeks apart from application. If a 3<sup>rd</sup> application is necessary, all cracks shall be sprayed with “Round-up”, a non-select weed and grass killer solution manufactured by Monsanto Company and a direct kill application (spectroicide) combination or approved equal for no additional cost to the City. The Contractor shall remove all weeds and vegetation fourteen (14) days after the chemical application or as recommended by the manufacturer. The Contractor shall assure that vegetation and weeds are completely eliminated.

- To facilitate inspection, the chemical solution shall be mixed with purple dye before spraying. The Contractor shall be directed to spray against those cracks – without purple color appearing – at no additional cost to the City before any construction.
- The weed and grass killer solution shall be applied at a rate as recommended by manufacturer.
- Sweep the surface with a rotary broom to remove all loose material.
- Clean thoroughly by using compressed air to blow out loose material, and then brush with a wire brush to remove more stubborn material from all depressions and cracks not reached by the rotary broom.
- Wash existing pavement; it must be damp but without water standing before slurry.
- May use alternate cleaning methods only with prior approval of the Engineer.
- Remove all existing raised pavement markers (RPM) including reflective markers.
- Remove by wet sandblasting, or by hand-operated grinder, all existing and/or visual striping and pavement markings prior to the application of the slurry seal. Temporary striping marking shall be placed and maintained until the final striping and markings are placed.
- Remove by hand-operated grinder all existing and/or visual thermoplastic markings including markings, striping, and crosswalks prior to the application of the slurry seal.
- Furnish and maintain temporary markings until the final striping and markings are placed.
- Immediately ahead of the mixer for slurry seal, pre-water the pavement by a pressure water distribution system equipped with a fog-type spray bar which will completely fog the surface of the pavement. The surface should be damp but with no free water standing in front of the slurry box.
- Cover any manholes, water valve covers, and brick and concrete crosswalks with heavy removable plastic cover materials to prevent the adhesion of construction materials.
- Remove the tape covering material from manholes, water valves, and brick and concrete crosswalks as soon as the slurry application is completed remove and clean any deposited construction materials on the surface of these exiting structures as soon as possible.

- Coordinate with the City's Fire Department and obtain their approval before starting any work.
- Be responsible for maintaining location of and access to, all waterline valves during construction.
- Restore traffic delineation prior to opening street to traffic.
- Use only reflective slurry tabs; Non-reflective slurry tabs will not be allowed.

### **302-4.1.2 OIL SEAL**

All accumulation of oil and foreign materials shall be scraped and removed from the asphalt surface prior to the application of oil seal. Any fresh petroleum deposits should be dried using heat prior to application of oil seal.

Oil seal shall be applied per manufacturer's recommendations. Severity of the petroleum stain should dictate the amount of application. Oil seal should be brushed onto the stained surface insuring the total stain is well covered.

### **302-4.1.3 SLURRY SEAL TYPE II**

Slurry seal material and construction shall conform to Sections 203 and 302-4 of the Green Book and the following additions and revisions.

Slurry shall be quickset emulsion aggregate slurry seal cationic (CQS---1h) and shall have an additive of latex. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of 2.5% percent of the weight of the emulsified asphalt. The cost for the latex additive shall be included in the unit price for no additional cost to the City.

A final report for slurry mix design shall be submitted to the City for verification and all slurry mix design must be tested and approved by the specified laboratory prior to commencing work.

After mix proportions have been determined by the laboratory which has been approved by the City, the Contractor shall place one or more trial mixes either at the job site or at a location where small spreads of the slurry would not be objectionable.

The Contractor shall submit samples of aggregate, emulsion, retardant or accelerator, and the other required substances to the City to verify mix design submitted by the Contractor.

The cement mixing test will not be required for quickset cationic emulsion asphalt. The aggregate bin shall be calibrated in 2-ton increments in order that an accurate

estimate may be made of the amount of material used for each load. Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weighmaster's certificate indicating the net weight capacity of the aggregate bin.

The Contractor shall furnish calibrated vehicle weight scales at the stockpile site for use by the Agency. The portable scales will be utilized for inspection and all mixers shall be weighed prior to transit. All equipment and tools necessary for the field measurement of the emulsion and aggregate by the Agency shall be furnished and maintained by the Contractor.

The Contractor shall be responsible for the initial setup of the weigh scales at the stockpile site and all necessary relocations during slurry seal operations.

The Contractor shall apply the slurry using a minimum of two continuous mixers, one mixer to apply slurry with the other machine is in transit to and from the batch site. The Contractor shall provide a coordinator, at least one competent quickset man one competent driver for the mixer applying slurry, and one shuttle driver for the machine in route to reload. The Contractor shall also provide sufficient laborers for any hand work and clean up required to insure proper progress of work. Transit mix trucks shall not be used.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry outside the limits to be covered. It shall be adjustable to assure a uniform, controlled spread and shall be equipped with suitable drags that will erase ridges. It shall be mechanical or hydraulic type equipped with a steering device.

Prior to any change the Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Insofar as possible, slurry seal shall be applied to cul-de-sac areas and tress shaded areas in the early morning to allow proper curing.

Those areas that cannot be reached by regular spreading machine shall be spread by hand or by a small machine to completely cover those areas within the limitations of construction.

Sufficient water must be use to obtain a mix consistency that is smooth and homogeneous and does not segregate on standing. The water shall not exceed the content specified in the mix design.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the City certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and

results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate for the type and grade indicated. In addition, samples of each shipment of asphalt emulsion shall be taken upon arrival at the job site and furnished to the Engineer; a minimum of three of those samples, more if deemed necessary, to be selected by the Engineer shall be tested for continued test reports, the testing required in connection with those reports and all additional testing shall be provided by the Contractor at no cost to the City.

No material from that shipment of asphalt emulsion shall be utilized or employed in performance of the work until the certified test reports and samples of the material have been furnished to, checked by, and verified by the Engineer.

If test results do not conform to the requirements of these special provisions, the unacceptable slurry seal shall be removed and replaced at the Contractor's expense. Continued application of slurry will not be allowed until it can be shown to the Engineer's satisfaction that the mix conforms to the approved mix design. The Contractor shall, at the direction of the Engineer, repair and reseal all areas of the streets which have not been sealed properly and completely. No extension of time will be allowed for delays due to repairs, resealing, or improper mix. Any additional tests required by the Engineer prior to continued slurry application and the additional slurry required to correct the previously rejected slurry application shall be at the Contractor's expense.

The approximate rate of application coverage shall be from 1/8" to approximately 3/8" maximum with a coverage of 3/16" desired. For bidding purposes, the Contractor shall assume the application rate of slurry shall be between 1,100 and 1,400 square feet per extra long ton.

The Contractor shall verify weather condition prior to the application of slurry; however, no application shall commence before 8:00 a.m., or after 1:00 p.m. The streets to be sealed shall be closed from the time of application begins until the mixture has achieved sufficient set of 4 to 5 hours to be opened to traffic, or as directed by the Engineer. The full width of the roadway shall be open for use by public traffic no later than 5PM. No residential streets shall be closed to traffic before 8:00 a.m. or after 5:00 p.m.

If lumping, ball, or unmixed aggregate is observed, the slurry shall be removed from the pavement. It shall also be removed if coarser aggregate particles settle to the bottom of the mix. Streaks, such as those caused by oversized aggregate, shall be repaired at once with a hand squeegee.

No longitudinal or transverse streaking, bleeding (flushing), or loss of cover aggregate shall be accepted after application. Under the direction of the Engineer, Contractor shall remove all rejected areas and repair them to the acceptable degree by the Engineer. All cost for correction work shall be borne by Contractor.



The streets to be sealed with slurry shall be sealed from edge of pavement to edge of pavement.

Excessive build-up causing unsightly appearance shall not be permitted on longitudinal or transverse joints. Unless otherwise approved, the overlap at joints will not be less than 1" or greater than 3" and shall be feathered. Joints between asphalt pavement and concrete pavement and/or concrete gutters shall be completely and neatly sealed without excessive overlap onto concrete; any unsightly and objectionable excess shall be immediately removed as required.

The start and finish of a slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material, approved by the Engineer, on the pavement surface. After application of slurry, the paper shall be removed, leaving a straight edge.

All cul-de-sacs the Contractor shall slurry seal first to allow an extended cure time for the cul-de-sacs locations. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The finished surface of the slurry seal shall be at least as smooth as the original pavement surface. Any corrugations on the surface creating vibrations noticeable by passengers in an automobile driving over the slurry sealed surface at legal speeds will result in rejection of the slurry seal construction.

Following curing of the applied slurry, the roadway shall be uniformly black in color and shall exhibit no streaking. Where the completely slurry is not uniform in color, the slurry application will be rejected. Any overlap onto concrete gutters is unacceptable and shall be removed immediately. All curbs, gutters, sidewalks and driveways shall be maintained free of loose aggregate and shall be swept as necessary or as directed by the City Engineer. Any stains resulting from the slurry sealing or paving shall be removed to the City's satisfaction. Any slurry seal application that has been rejected will be removed by cold planning to the original pavement. A new slurry seal application shall then be placed on the pavement. Any Pavement of slurry seal rejected shall be removed and replaced with the cost borne by the Contractor.

The Contractor shall be responsible for covering all asphalt pavement surfaces with an application of slurry seal in designated areas. This will include, but not be limited to, asphalt pavement directly adjacent to edges of structures, fences, walls, planters, walkways, driveways, lawns, and porches. The Contractor shall prevent the slurry seal from being deposited on any of these facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured slurry from vehicular traffic. Any damage to the uncured slurry shall be the responsibility of the Contractor.

The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials or any other inconsistency as the work progresses. All discrepancies encountered in the application of slurry shall be immediately corrected to the satisfaction of the Engineer.

Upon Completion of each working day, the Contractor shall clean up the street or roads including all utility covers and all ground occupied by him in connection with the work. All work performed by the Contractor shall be left in a neat and presentable condition.

At the end of each day's work and at other times when construction operations are completed or suspended, all equipment and other obstructions shall be removed from the roadway.

Any slurry seal repair work performed by the Contractor shall be reviewed and approved by the Engineer. The cost of any repair work and removal of the damaged slurry seal shall be borne by the Contractor.

#### **302-4.1.4 CRACK SEAL**

This work shall consist of sealing all transverse and longitudinal cracks, and/or combination thereof, routing grooves along random cracks; and placing sealing material in the grooves, and as directed by the Engineer.

##### **302-4.1.4.1 Material**

Grooves for transverse and longitudinal cracks, and/or combination thereof; shall be cut, to the dimensions as stated, with concrete saws equipped with diamond blades. Each groove shall be cut in one pass of the saw.

Grooves for sealing random cracks shall be routed by any method that will produce a groove of the approximate shape and dimension as stated.

Joint sealant shall conform to the requirements of ASTM Designation: D 3405 as modified herein or to the following:

Joint Sealant shall be a mixture of paving asphalt and ground rubber. Ground rubber shall be vulcanized or a combination of vulcanized and vulcanized materials ground so that 100 percent will pass a No. 8 sieve. The mixture shall contain not less than 22 percent ground rubber, by weight. Modifiers may be used to facilitate blending.

The sealant shall have a Ring and Ball softening point of 135 °F minimum, when tested in accordance with AASHTO Designation: T 53.

The material shall be capable of being melted and applied to cracks and joints at temperatures below 400°F. When heated, it shall readily penetrate grooves ¼ inch wide or wider.

Section 4.2 of ASTM Designation: D3405 is modified to read:

Penetration at 77°F. (25°C), 150g, 5s, shall not exceed 120.

Section 4.5 of ASTM Designation: D3405 is modified to read:

Resilience – When tested at 77°F. (25°C), the recovery shall be a minimum of 50 percent.

Each lot of joint sealant shipped to the job site, whether as specified herein or conforming to ASTM Designation: D 3405, as modified herein, shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, and shall be accompanied with storage and heating instructions and cautions.

Immediately prior to placing bond-breaker, or, in the case of random cracks, sealant, the joint, or routed crack, shall be cleaned by blast cleaning or by hand methods and then cleaned with high pressure air fets to remove all residue and foreign materials from the groove. Joint and routed crack surfaces shall be dry at the time the sealant is applied.

A bond-breaker of a shape and material recommended by the manufacturer of the sealant, or as approved by the Engineer, shall be placed in the groove of transverse of longitudinal joints, and/or combination thereof.

Joint-Sealant materials shall be heated and placed in conformance with the manufacturer's written instructions and the details shown on the plans. Joint-sealant materials shall not be placed when the pavement surface temperature is below 50°F.

The finished joint sealant shall be bonded to the faces of the joint groove. There shall be no separation or opening between the sealant and the faces of the joint groove, and there shall be no crack, separation, or other opening in the sealant.

#### **302-4.1.4.2 Equipment**

Router: Shall be so designed to follow random cracks accurately and in accordance to the requirements of the specifications and current Environmental Agency standards.

Compressor: An air compressor capable of a minimum of 85 to 150 cfm shall be used.

Asphalt-Rubber Sealant Machine: Shall have an oil jacketed pump heat transfer oil circulation system with a minimum of 200 gallons and an agitation system. There shall be

a positive pumping system on the machine. The machine shall have a minimum melting capacity of 100 gallons per hour.

### **302-4.1.4.3 Application**

Routing: Crack seal shall be applied to all cracks equal to, or greater than 1/4" wide. Random cracks equal to or greater than 1/8" wide up to and including cracks 1/4" wide will be routed to a minimum width of 1/4" wide and 1/2" deep, and cracks greater than 1/4" wide up to and including cracks of 3/4" wide shall be routed to a minimum width of 3/4" wide and 3/4" deep by mechanical means. Cracks greater than 3/4" wide shall be blown with compressed air of not less than 100psi. Cracks less than 1/8" wide shall not be sealed under this work..

The Contractor shall protect all existing utility covers, survey monuments, traffic detector loops and pull boxes during the routing operation and shall repair or replace any damaged facilities to its original condition. The existing facilities shall include but not be limited to the above items.

Removing: All routed material, dirt, vegetation, and foreign debris shall be blown and/or removed from the cracks including alligating cracks prior to the end of each work day. All cracks shall be free from moisture, all dirt, routed material, vegetation and foreign debris.

Crack Filling: The routed and cleaned cracks shall be filled with specified sealant from the bottom up to the surface in such a manner which does not result in sealant bridging or entrapped air pockets. (With larger cracks, settlement and temperature shrinkage may occur, thus requiring a second application to bring the material up to surface). Immediately after material installation, the material shall be squeegeed as level as possible. Poorly squeegeed material and crack filled material that separates from the crack shall be rejected. Because of the nature of the material, there may be variance above or below the pavement level. Alligating crack areas shall also be entirely covered with crack seal material.

Sweeping: Following slurry seal operations, streets shall be swept with a power vacuum sweeper. The Contractor shall perform vacuum sweeping of all slurry sealed streets a minimum three (3) times: twenty-four (24) hours after application of the slurry (or the following Monday if applied on a Friday) and for period of two (2) weeks after application of slurry seal to remove all accumulations of loose material and maintain streets in a "ravel free" condition. The Contractor shall make complete (curb-to-curb) passes on all scheduled sweeps. Where commercial street sweeping vehicles cannot remove loose material, including but not limited to driveways, sidewalks, and curb ramps, hand sweeping or equal shall be performed. The frequency and location of sweeping will be on as needed basis as determined by the Engineer for no additional cost to the City.

Two weeks following the completion of slurry seal operations, the Contractor shall repair all power steering marks, rough seam lines, and any other defects as directed by the City Engineer.

Miscellaneous: Spillage resulting from hauling operation along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The Contractor shall prevent the crack seal materials from being deposited on all existing facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured crack seal materials from vehicular traffic. Any damage to the uncured crack seal materials shall be the responsibility of the Contractor.

The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials or any other inconsistency as the work progresses. All discrepancies encountered in the application of crack seal materials shall be immediately corrected of the satisfaction of the Engineer.

Upon completion of each working day, the Contractor shall clean up the streets or roads including all utility covers and all ground occupied by him in connection with the work. All work performed by the Contractor shall be left in a neat and presentable condition.

Temporary markings shall be placed and maintained until the final striping and markings are placed.

The Contractor shall be responsible for maintaining location of, and access to all waterline valves during construction.

At the end of each day's work and at other times when construction operations are completed or suspended, all equipment and other obstructions shall be removed from the roadway.

### **302-5 ASPHALT CONCRETE PAVEMENT**

[Add the following within each Subsection:].

#### **302-5.1 General**

Asphalt Concrete (AC) shall conform to Section 203-6 of the Standard Specifications, with Section 92, "Asphalt" of Caltrans Standard Specifications and Special Provisions, and as modified herein.

- AC base course shall be Type III-B2-PG-64-10 (3/4" sieve size).
- AC leveling course shall be III-D-PG-64-10 (3/8" sieve size) (up to 0.08 foot thick).

- AC surface course shall be Type III-C3-PG-64-10 (1/2" sieve size) and at least 0.16 foot thick.

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER.

The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

Sub-grade preparation shall conform to Section 301-1 of the latest edition of the Standard Specifications for Public Works Construction.

Unless otherwise directed by the ENGINEER, the finished surface of the new leveling course shall be 2-inches thick at the center/crown of roadway, tapering to 0 inches thick approximately one foot from the edge of the gutter lip.

Finished surface of the new pavement shall be flush with the edge of the gutter, if there is a bike lane or crosswalk with curb ramps (A.D.A. path of travel). The finished surface of the new pavement shall be 3/8" higher than the edge of the gutter for all other conditions.

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new A.C. material.

At least 24 hours of "cool off" time shall occur between A.C. lifts.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise noted below, there are no special equipment requirements, the contractor shall comply with all provisions of the latest edition of the Standard Specifications for Public Works Construction.

### **302-5.2 Not Used**

[Replace with the following:].

### **302-5.2 Asphalt Removal and Replacement**

The Contractor shall remove the existing AC pavement section down to the elevation as depicted on the Plans. All work shall comply with the applicable sections of the Standard Specifications as required.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications.

The Contractor shall replace and compact the aggregate base section to the required elevation as specified on the Plans. The aggregate base material shall be ¾" CMB and conform to Section 200-2.4 "Crushed Miscellaneous Base" of the Standard Specifications.

The existing AC pavement shall be saw-cut to full depth to provide a clean, neat, and straight pavement break. Then the joint between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

All excavated material shall be hauled and disposed of by the Contractor in accordance with these Special Provision and Standard Specifications.

The Contractor can elect to bring the entire AC Base Course to the existing finished grade prior to cold milling operations.

### **302-5.4 Tack Coat**

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

#### **302-5.5.1 Surface Preparation**

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom. All striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work.

Asphalt concrete shall be compacted to achieve at least 95 percent of the relative compaction.

The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

### **302-5.6 Rolling**

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

Pneumatic rollers shall not be used without prior approval of the Engineer. The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Subgrade preparation shall conform to Section 301-1 of the Greenbook, and shall be included in the unit price bid for "Asphalt Concrete."

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or an approved equal device for use in obtaining constant cross-slope and maximum joint quality.

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

### **302-9 ASPHALT RUBBER HOT MIX (ARHM)**

#### **302-9.1 General**

[Add the following:].

Asphalt Rubberized Hot Mix (ARHM) shall conform to Section 203-11 of the Standard Specifications and as modified herein.

- The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2" sieve size) and at least 0.15 foot thick

Finished surface of the new pavement shall be flush with the edge of the gutter for entire project area.



Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

The Contractor is not allowed to drive his/her fully loaded trucks on the new ARHM mat.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise specified herein, there are no special equipment requirements to perform the work and the contractor shall comply with all equipment specifications of the Standard Specifications.

### **302-9.2 Tack Coat**

[Add the following:].

Prior to placing the ARHM surface course, all receiving surfaces shall be cleaned by blowing air, water and/or broom. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

### **302-9.3 Distribution and Spreading**

[Add the following:].

At least 24 hours of "cool off" time shall occur between A.C. lifts.

All temporary striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

### **302-9.6 Manholes (and Other Structures)**

[Add the following:].

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work and comply with these Special Provisions.

The Contractor shall measure the bridge height clearance at the SR 73 north and south bridges after placement of the AC leveling course at the specified roadway location to confirm that the min. 15'-0' clearance will be achieved after placement of final surface course. Contractor to measure the final height from same location to confirm min.15'-0" clearance after final placement and compaction of surface course. If the measurement reduces the min. 15'-0" clearance, the Contractor shall be required to grind and re-pave the non-conforming area until compliance has been achieved and accepted by the ENGINEER.

The Contractor is directed to Section 403 within these Special Provisions with respect to raising, adjusting or reconstructing utilities to grade.

### **302-5.6 Rolling**

#### **302-5.6.1 General**

[Add the following:].

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Pneumatic rollers **shall not be used** without prior approval of the ENGINEER.

### **302-9.5 Joints**

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

### **302-9.8 Measurement**

[Replace the first Sentence with the following:].

ARHM shall be measured by the TON

### **302-9.9 Payment**

[Replace the first paragraph with the following:].

#### **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

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

#### **303-5.1 Requirements**

##### **303-5.1.1 General**

[Replace the entire Subsection with the following:].

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

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

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

- Asphalt Concrete Base Course shall conform to Section 302-5 of these Special Provisions.
- Crushed Miscellaneous Base (CMB) shall be  $\frac{3}{4}$ " fine and comply with Section 200-2.4 of the Standard Specifications.
- AC Sidewalk – Surface Course (Type III-C3-PG64-10 ( $\frac{1}{2}$ " sieve size)) in conformance with Section 203-6 of the Standard Specifications.

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

#### **CITY Standard Drawings**

The following CITY Standard Drawings shall apply or per the direction of the ENGINEER:

- Curb and Gutter shall conform to Nos. 312 and 314.

- Concrete Sidewalk shall conform to Nos. 411, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB.
- Driveways shall conform to Nos. 313, 513, and 514.
- Cross-gutters shall conform to No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans.

### **Caltrans Standard Plans**

The following Caltrans Standard Plans shall apply:

- Americans with Disabilities Act (ADA) Access Ramps - Construction shall conform to Caltrans Standard Drawing No. A88A adjusted to meet the latest ADA regulations and requirements. The width of the wheel chair access ramp "W" shall be a minimum of five (5') foot wide.

#### **303-5.1.1 a) ADA Access Ramps**

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

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

The detectable warning surface shall be Armor-Tile replaceable truncated domes or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow**. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

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

### AC Tie-in

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

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

### Curb and Gutter

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

SPECIAL NOTE: In order to comply with ADA requirements cross slope of gutter plate and AC at wheelchair ramp locations shall not exceed 5% grade in the gutter pan.

SPECIAL NOTE: Curing compound shall be applied in accordance with the provisions of the GREENBOOK.

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

### Existing Landscape Areas

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

### Other Existing Facilities and Obstructions

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

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

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

### **303-5.1.1 b) Curb and Gutter**

Per CITY Standards, weakened plane joints are required every ten feet (10') and felt paper every forty feet (40'). Transitional curb and gutter shall be ten feet (10') from one type to the other. No construction joints will be permitted.

### **303-5.1.1 c) Concrete Sidewalk**

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

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

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

### Existing Landscape Areas

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

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

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

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

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

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½" schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER. The Contractor may salvage and reuse sprinkler heads that are still in reusable and functional condition for use at locations from which they were removed.

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

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

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

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

#### Other Existing Facilities and Obstructions

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

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The

Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field. The Contractor shall relocate the existing mailboxes which conflict with construction of the sidewalk or pedestrian path of travel with prior approval of the U.S. Post Office Post Master and the ENGINEER.

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

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

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

#### **303-5.1.1 d) Concrete Cross-Gutter**

Contractor shall sawcut and remove existing improvements and reconstruct cross-gutter conforming to City of Costa Mesa Standard Drawing No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans, and applicable sections of the Standard Specifications, as directed by the ENGINEER.

Eight (8) inches of Crushed Miscellaneous Base (CMB) shall be required under all new cross gutters.

Concrete shall be class 560-C-3250. (High early strength concrete mix)

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The "Greenbook," and as directed by the Engineer. The sieve size shall be  $\frac{3}{4}$ " (fine).

New improvements shall be constructed to grades as indicated on the plans to provide a proper flow line with the existing improvements as indicated on the plans.

All cross gutters and spandrel work shall be done in phases in order to provide one travel lane in each direction at all times. Contractor shall provide steel plates to bridge excavations for vehicles at no cost to the City in order to provide vehicle access.

#### **303-5.1.1 e) Concrete Driveway Approach**

Contractor shall sawcut and remove existing improvements and construct P.C.C. Driveway Approach per City of Costa Mesa Standard Drawing Nos. 313, 513, and 514 and also to Standard Plan No. 110-2, Type "B" in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans. All work shall conform to the



applicable portions of Section 303-5 of the Standard Specifications. Six (6) inches of Crushed Miscellaneous Base (CMB) shall be required under all new driveways.

The Contractor shall adjust all existing utility boxes and conduit, or water meter boxes within the new driveway approach, to its new finished grade, and the adjustment shall be included in the bid price per square foot of Residential Driveway or Commercial Driveway. Removals and/or relocations necessary for driveway construction are to be paid as part of this bid item, except where a separate bid item exists for a stated removal or relocation item of work.

Concrete shall be class 560-C-3250.

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The "Greenbook," and as directed by the ENGINEER. The sieve size shall be  $\frac{3}{4}$ " (fine).

If there is existing asphalt concrete adjoining into the new concrete driveway approach, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 6" AC Surface Course/6" CMB.

Asphalt concrete for slot paving shall be  $\frac{3}{4}$ " for base course and  $\frac{1}{2}$ " for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

Soils and aggregate tests shall conform to State of California test methods which may be substituted for designated ASTM test methods as noted herein. Laboratory maximum density tests shall be per Method 2 of Subsection 211-2.1. The correction for oversize materials as stated in Test Method No. California 216 shall be replaced with Note 2 of ASTM D1557.

New improvements shall be constructed to grades as indicated on the plans to match existing improvements and field condition with proper grade to form a safe and smooth riding surface.

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

## **PART 4**

### **EXISTING IMPROVEMENTS**

#### **SECTION 400 – PROTECTION AND RESTORATION**

##### **400-1 GENERAL**

##### **400-1.1 Removal and Restoration of Existing Improvements**

Contractor shall remove and restore all existing improvements including but not limited to, removing and installing mailboxes, fences, walls, driveways, bricks, pavers, relocation of existing drain pipe, removing tree roots and restoring planters, sprinklers, and landscaping and irrigation system.

Contractor shall restore or replace to a condition equal to or better than existing condition. All replacement and restoration work shall be coordinated with the City and completed to satisfaction of the City.

##### **400-2 PERMANENT SURVEY MARKERS**

[Replace with the following:].

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer licensed to practice surveying, inventory all existing survey monuments and ties and establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction by the Contractor's Surveyor or Civil Engineer licensed to practice surveying. A copy of this inventory shall be submitted to the Engineer.

Submitted documents shall include field notes and sketches which must contain existing information of centerline control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map No. \_\_\_\_, or Tract Map No. \_\_\_\_, and other related information; they must be sealed and signed by the civil engineer or land surveyor registered by the State of California. The monument resetting work shall comply with the Subdivision Map Act, Orange County, California State requirements, and applicable CITY Codes.

[Add the following Subsection:].

#### **400-2.1 CITY Standard Drawings**

- Standard Drawing No. 613 or 615.

Any ties, monuments and benchmarks disturbed during construction shall be reset per City standards after construction and the tie notes submitted to the City on 8½" x 11" loose leaf paper. The Contractor and its sureties shall be liable, at Contractor's expense, for any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

#### **400-2.2 Survey Monuments**

Reset tie monument shall have at least four (4) control points.

The Contractor shall obtain prior approval from the ENGINEER before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5" (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to reset ties and monuments and fails to set new centerline ties, the CITY will hire private professional engineers or land surveyors to perform the work and will deduct such cost from the contract. The deduction shall include the cost of the CITY personnel time involved.

The Contractor must submit a corner record for each monument to the County of Orange for approval. The Contractor shall submit all approved monuments to the CITY before final payment.

The Contractor shall also submit to the CITY field notes and sketches for all existing control ties and monuments to be protected in place. These documents must be signed and sealed by either the Professional Licensed Land Surveyor or Civil Engineer registered in California.

#### **400-3 PAYMENT**

[Replace the last sentence with the following:].

## SECTION 402 – UTILITIES

### 402-1 LOCATION

#### 402-1.1 General

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

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

Prior to commencing any other work, CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

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

#### 402-1.2 Payment

[Replace with the following:].

Payment for utility location by the Contractor shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

**402-2 PROTECTION**

[Add the following:].

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

**402-2.1 Payment**

Payment for utility protection by the Contractor shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

**402-4 RELOCATION**

[Add the following:].

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

<p><b>AT&amp;T (right-of-way)</b>                  Valentina Gipson                  3939 E Coronado St, Rm 2030                  Anaheim, CA 92807                  (o) 714-618-9132                  Email: <a href="mailto:vk3921@att.com">vk3921@att.com</a></p>	<p><b>Cost Mesa Sanitary District</b>                  Javier Ochiqui, Management Analyst                  290 Paularino Avenue                  Costa Mesa, CA 92626                  (o) 949-645-8400                  Email: <a href="mailto:jochiqui@cmsdca.gov">jochiqui@cmsdca.gov</a></p>
<p><b>Mesa Water District</b>                  Phil Lauri                  1965 Placentia Ave. (inter-office mail okay)                  Costa Mesa, CA 92627                  (o) 949-207-5449                  (c) 949-631-1200 (24-hour Emergency)                  Email: <a href="mailto:phill@mesawater.org">phill@mesawater.org</a></p>	<p><b>Costa Mesa Sanitation District</b>                  Marc Esquer, District Engineer                  (o) (949) 645-8400 x241                  (c) 949-473-2522                  Email: <a href="mailto:mesquer@cmsdca.gov">mesquer@cmsdca.gov</a></p>

<b>Mesa Water District</b> <b>Mark Pelka</b> 1965 Placentia Ave. Costa Mesa, CA 92627 (o) (949) 207-5451 Email: <a href="mailto:phill@mesawater.org">phill@mesawater.org</a>	<b>Costa Mesa Sanitation District</b> Nabila Guzman, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: <a href="mailto:nguzman@cmsdca.gov">nguzman@cmsdca.gov</a>
<b>Irvine Regional Water District</b> Brianna Palecek 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949- 453-5811 Email: <a href="mailto:Palecek@irwd.com">Palecek@irwd.com</a> <i>*utility requests</i>	<b>Orange County Water District (OCWD)</b> <b>Chris Olsen</b> P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour Emergency) Email: <a href="mailto:colsen@ocwd.com">colsen@ocwd.com</a> Email: <a href="mailto:utilityrequest@ocwd.com">utilityrequest@ocwd.com</a>
<b>Irvine Regional Water District</b> Kelly Lew 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5586 (p) 949-729-7300 (24-hour) Email: <a href="mailto:lew@irwd.com">lew@irwd.com</a>	<b>Orange County Sanitation District (OCSD)</b> Daniel Lee P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour Emergency) Email: <a href="mailto:Dlee@ocsd.com">Dlee@ocsd.com</a>
<b>CA Regional Water Quality – Santa Ana Region</b> Mark Smythe 3737 Main St., Suite 500 Riverside, CA 92501 (o) 951-782-4130 (c) 951-543-8523 Email: <a href="mailto:msmythe@waterboards.ca.gov">msmythe@waterboards.ca.gov</a>	<b>Mpower Communications, Inc.</b> <b>Mark Denning</b> 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: <a href="mailto:mdenning@telepacific.com">mdenning@telepacific.com</a>
<b>Metropolitan Water District of So. California</b> Civil Engineering Substructures Section Shoreh Zareh P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: <a href="mailto:szareh@mwdh2o.com">szareh@mwdh2o.com</a>	<b>SCE (Utility Notice Requests)</b> Kasy Chapman 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0109 (c) 800-611-1911 (24-hour) Email: <a href="mailto:kasey.chapman@sce.com">kasey.chapman@sce.com</a>
<b>Metropolitan Water District of So. California</b> Civil Engineering Substructures Section Melissa Choi P.O. Box 54153 Los Angeles, CA 90054 (o) (213) 217-7516 Email: <a href="mailto:mchoi@mwdh2o.com">mchoi@mwdh2o.com</a>	<b>SCE (Service Planner – Orange Coast S/C)</b> Stephen Lee 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-397-4706 Email: <a href="mailto:Stephen.M.Lee@sce.com">Stephen.M.Lee@sce.com</a>
<b>Southern California Gas Co. (Transmission)</b> P.O. Box 2300 Chatsworth, CA 91313-2300 (o) 818-701-4546 Email: <a href="mailto:SoCalGasTransmissionUtilityRequest@semprautilities.com">SoCalGasTransmissionUtilityRequest@semprautilities.com</a>	<b>Southern California Gas Co.</b> Alfredo Gutierrez (o) 213-231-7515 (o) 714-385-3386 Email: <a href="mailto:rcleudineng@semprautilities.com">rcleudineng@semprautilities.com</a>

<p><b>Charter Communications</b> Utility Research Requests E-mail: <a href="mailto:DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM">DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM</a></p>	<p><b>Charter Communications</b> Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: <a href="mailto:don.simons@charter.com">don.simons@charter.com</a></p>
<p><b>Spectrum Time Warner Cable</b> Jose Roman 12051 Industry St. Garden Grove, CA 92841 (o) 714-591-4846 (c) 657-263-3641 Email: <a href="mailto:jose.roman@charter.com">jose.roman@charter.com</a></p>	<p><b>Verizon Communications</b> Matt Bergine Engineer IV Specialist-Network Engineering &amp; Operations (o) 949-417-7841 (c) 714-822-6207 Email: <a href="mailto:matt.bergine@verizon.com">matt.bergine@verizon.com</a></p>
<p><b>OCTA – Stops &amp; Zones</b> Kyle Poff 550 S. Main St. Orange, CA 92863 (o) 714-560-5833 Email: <a href="mailto:kpoff@octa.net">kpoff@octa.net</a> <b>OCTA (Detour Coordination)</b> Dispatch: 714-265-4330</p>	<p><b>Verizon Communications</b> <b>Switchboard</b> (o) 703-547-2000</p>
<p><b>Newport-Mesa Unified School District</b> <b>Steve Morris</b> (o) (714) 679-9891 (f) (714) 424-7503 Email: <a href="mailto:smorris@nmusd.us">smorris@nmusd.us</a></p>	<p><b>DIGALERT.ORG</b> (24-HR) 811 2 days before digging.</p>

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

[Replace the Section Title with the following:].

## **SECTION 403 – MANHOLE AND VALVE ADJUSTMENT AND RECONSTRUCTION**

### **403-1 GENERAL**

[Replace with the following:].

Contractor shall adjust existing manholes and water valves to grade conforming to all applicable sections of the latest edition of the Standard Specifications, Mesa Water District (MWD) Standards, and to the provisions of the City of Costa Mesa Standard Plans.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the ENGINEER, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the CITY for utility cuts in pavement.

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

[Replace entire Subsection with the following:].

### **403-3 MANHOLES AND VALVES IN ASPHALT CONCRETE PAVEMENT**

[Replace with the following:].

#### **403-3.1 Storm Drain and Sanitary Sewer Manholes**

All Storm Drain (SD) and Sanitary Sewer (SS) Manholes are to be protected from debris prior to construction and shall be thoroughly cleaned of any construction debris, which may have entered the manhole due to the Contractor's operations.

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.



The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be  $\frac{1}{4}$  inches below the finish grade of the asphalt pavement. The asphalt pavement material shall conform to the surrounding pavement and AC pavement requirements of these Special Provisions.

Existing SD and SS manholes shall be adjusted to new pavement grade **48 hours** after paving operation.

The Concrete for the SD and SS manholes shall be **560-C-3250**.

Contractor shall notify the Costa Mesa Public Services Department for coordination of SD manhole adjustments and Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD) for coordination of SS manhole adjustments at least two working days prior to beginning work.

#### **403-3.1 Water Valves**

Water valves shall be protected in place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the contractor prior to the placement of the pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade **48 hours** after paving operation.

Contractor shall notify the respective water district at least 2 working days prior to beginning work. All work adjusting water valve cans and covers to grade shall be inspected and approved by MWD.

Valve boxes shall be checked with a valve key for proper operation.

The Concrete for the valve covers and collars shall be **560-C-3250**.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the respective utility to pick up new sleeves for replacement.

## SECTION 404 – COLD MILLING

### 404-1 GENERAL

[Add the following:].

Cold milling of existing asphalt is required to remove damaged pavement and to permit new asphalt pavements to adhere to the existing surface and shall be performed per Plans and in accordance with Section 404, "Cold Milling" of the Standard Specifications, and as modified herein.

The existing asphalt concrete pavement shall be cold milled from the finished surface to a depth of two **(2)** inches from edge of gutter to edge of gutter. The final depth, width, length and shape of the cut shall be 2" below the lip of gutter as indicated on the Plans. The final cut shall result in a uniform surface conforming to the typical cross section(s) except as otherwise directed by the ENGINEER. Except as otherwise called for on the Plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the ENGINEER.

The existing asphalt concrete pavement shall be header cut at a depth of (2) inches below the existing pavement, ranging from the edge of gutter to (7) foot wide, along both sides of the street. The limits will be marked in the field by the Engineer. The work shall comply with Section 302-5 of the latest edition of the Standard Specifications for Public Works Construction.

Burning or heat planning will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

The cold milled material shall be the responsibility of the Contractor to remove and dispose of from the Project limits in accordance with all laws and regulations.

#### 404-1.1 Crack Sealing

Upon completion of the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks equal to or greater than ¼" wide and equal to or greater than 1" deep as follows:

Clean entire crack to a depth of up to 1" using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the manufactures specifications. The crack sealant placed shall be slightly below the cold milled pavement surface to avoid over-application and wicking through the new AC surface during compaction of the AC Base and Surface Course lifts. Deep cracks greater than 1" should be filled with sand and covered with a thin layer of sealant.

The sealant product shall conform to the following specifications:

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes greater than 4" in diameter that exceed the cold mill depth specified shall be cleaned of loose materials, filled with Asphalt Concrete Type III-B2-PG-64-10 (3/4" sieve size), and compacted to a smooth even surface with the adjacent existing milled pavement prior to placement of the AC Base or Leveling Course.

#### **404-1.2 Existing Facilities**

##### Survey Monuments

Surveyor's street and property line monuments, not scheduled for removal shall be protected in accordance with the Standard Specifications and these Special Provisions.

##### Utilities

The CITY has made every reasonable effort to locate and mark on the Plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so, therefore, Contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

##### Curb and Gutter

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense.

#### **404-8 DISPOSAL OF MILLINGS**

[Add the following:].

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

#### **404-10 PAVEMENT TRANSITIONS**

[Add the following:].

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements. Additionally, temporary asphalt concrete shall be placed at all cross-street transition sections, and driveways, as required for grade change conformance tapers.

**TRAFFIC SIGNAL MODIFICATION  
AT  
BAKER STREET AND BABB STREET**

**TECHNICAL SPECIAL PROVISIONS AND BID ITEMS**

Work, material and equipment shall comply with the current edition of Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified. Traffic signal and signing and striping work, material and equipment shall comply with the 2023 Caltrans Standard Specifications and any applicable errata (or Revised Standard Plans). If a conflict exists between these Special Provisions and either set of Standard Specifications, these Special Provisions shall take precedence.

In compliance with the NOTICE INVITING BIDS FOR THE **TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET (CITY PROJECT NO. 24-02)**, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract. The undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) business days after Notice to Proceed for Construction and commence the Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless a legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefore, in the manner and time herein prescribed.

**PROJECT DESCRIPTION**

The Project consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to new traffic signal poles, vehicle heads, pull boxes, traffic signal conduit, sidewalk and curb ramp restoration and construction, loop detection, and relocation of existing traffic signal equipment.

**Bid Item #1:           Mobilization and Demobilization**

See page SP-2 of these Special Provisions regarding Mobilization and Demobilization.

**Bid Item #2: Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)**

See page SP-4 of these Special Provisions regarding Mobilization and Demobilization.

**Bid Item #3: Implement Traffic Control, including all Equipment, Material, Labor, and Set Up (includes Removal at the End of the Project)**

The contractor shall schedule the work to comply with the lane closure hours allowed herein.

Only one lane shall be closed to traffic in any direction between 8:30 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 8:30 am and 3:30 pm to 7:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane may be allowed between the hours of 10:00 pm and 6:00 am during weekdays, or on weekends, as approved by the Transportation Services Department. The contractor shall make sure that at least one travel lane is kept open in each direction at all times.

No lane closures will be allowed during the annual Orange County Fair annual July event extending from the Thursday before to the Monday after the fair event. No lane closures will be allowed from the Friday before Thanksgiving to the Monday after New Year's Day.

The minimum lane width shall be ten (10) feet. There shall be a minimum of five (5) feet clearance from open excavation and two (2) feet clearance from other obstructions.

**PEDESTRIAN ACCESS**

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

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

**TRAFFIC CONTROL GENERAL**

Any location considered not accessible by pedestrians or motorists as determined by the Engineer will be resolved at the direction of the Engineer. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action. In addition to the above and in compliance with Section 7-10, the Contractor shall:

- a. Provide a safe and drivable ingress and egress to residents and businesses at all times, and provide safe pedestrian crossing paths at all times.
- b. Provide temporary traffic re-striping at the conclusion of any working day for any centerline, lane line or stop bar which is obliterated by construction.
- c. Be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer.
- d. Be responsible for notifying residents and businesses, in writing, seven (7) days in advance of any work that involves limited access. The Contractor shall provide verification to the Engineer that this has been accomplished.
- e. Notify the trash pickup company "Costa Mesa Disposal" of the schedule of work and the limitation of access. Contact City at (714) 754-5307 for Costa Mesa Disposal's address
- f. Furnish, install and maintain in-place "No Parking - Tow Away" signs (even if streets have posted "No Parking" signs) which shall be posted at least (2) working days prior to commencement of roadwork. On the sign, the Contractor shall print the hours, day(s) and date of closure in two-inch high letters and numbers. A sample of the completed sign shall be approved by the Engineer prior to posting. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs, with all requirements as specified, at least 48 hours prior to beginning weekend or holiday.
- g. Coordinate with Orange County Transit District (Ph No. (714) 636-7433 x4330) to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work which will involve any of their facilities.
- h. Provide any temporary delineation, as required, in accordance with the CA-MUTCD, applicable Caltrans Standard Plans and as directed by the Engineer.
- i. Excavations shall be backfilled and hot mix asphalt concrete or temporary asphalt concrete surface shall be placed to the level of the existing pavement at the end of each work period as necessary to provide the required number of travel lanes and access to intersecting streets.
- j. The contractor shall provide temporary K-rails, visual barriers and temporary crash cushions as necessary to protect traffic from excavation areas. If K-Rails are provided, then the minimum distance between the traveling lane and the rails shall be 2 feet.
- k. All pre-existing permanent traffic control signs and devices shall remain in operation unless a substitute operation is arranged for and approved by the Engineer.
- l. The Contractor shall use illuminated or reflective warning construction signs at appropriate locations for the project and/or as directed by the Engineer. The Contractor shall also use flashing arrow boards for each lane closure in addition to other delineation.
- m. C-18 ROAD CONSTRUCTION AHEAD, C-17 with 25 MILE SPEED LIMIT, and soft barricades shall be used at all approaches as may be suitable. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.

- n. The Contractor shall provide flagmen to direct the traffic where required and as directed by the Engineer.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish the Engineer with names and telephone numbers of at least three people responsible for emergency service response. In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. A \$400/hour at 4-hour minimum will be charged to the Contractor. Any deviation from these requirements is not permitted. No payment will be made to the Contractor until problems are corrected to the satisfaction of the Engineer.

### **Payment**

Payment for the preceding shall be at the lump sum price bid for Traffic Control and shall be considered full compensation for preparing all necessary traffic control plans, providing all labor, materials, equipment including arrow boards, police services, barricades, safe pedestrian access provisions and related work as required. Additional compensation shall not be allowed.

**Bid Item #4: Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City's Traffic Management Center (TMC). Work includes the Construction, Installation, Labor, and Materials for the Installation of Sidewalks and Curb Ramps Shown on the Plans**

The following additions are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these additions, these additions shall have precedence. Provisions of Sections 12, 56, 84, 86 and 87 of the Standard Specifications and Standard Plans (2023), and any applicable errata (or Revised Standard Plans) of the State of California, Department of Transportation shall apply to all construction materials, methods, and payment for traffic signal and lighting work, except as stated herein.

## **4 SCOPE OF WORK**

### **4-1.03 Work Description**

[Add the following:].

The scope of work in general consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations. Work, materials and equipment shall conform to the provisions in Division X, "Electrical Work", of the Caltrans Standard Specifications dated 2023, and these Special Provisions.

## **6 CONTROL OF MATERIALS**

### **6-2 Quality Assurance**

#### **6-2.03 Department Acceptance**

##### **6-2.03B Job Site Inspection and Testing**

[Add the following:].

It shall be the Contractor's responsibility to arrange the furnishing, testing, pick-up, and delivery of all items to the project site. Any costs involved to test, deliver and install equipment shall be borne by the Contractor and be considered as included in the lump sum price and no additional compensation shall be allowed.

Following notification, the Contractor must complete a satisfactory "turn-on" within a reasonable time of the day and hour specified in the notification. When a turn-on is not completed, as specified above, it shall be canceled and rescheduled with the Engineer. The turn-on shall not be made on Friday or the day preceding a legal holiday. The Engineer shall be notified at least 48 hours prior to the intended turn-on and shall authorize the "turn-on" day and hour.

The installation resistance shall not be less than 100 megohms on all circuits when the megger tests are performed. Testing shall not be conducted until all control and/or sensor units and probes have been disconnected from the circuit.

The signal monitoring unit shall be tested in the field before "turn-on". Five days of continuous satisfactory operation as called for in Section 87-1.01D, "Quality Assurance," of the Standard Specifications shall be provided.



## **8 PROSECUTION AND PROGRESS**

### **8-1.02 Schedule**

#### **8-1.02A General**

[Add the following:].

The Contractor shall initiate procurement of traffic signal equipment immediately upon contract authorization and begin assessment of utility locations. The Engineer shall approve the scheduling and sequence of all construction work prior to performing the construction activity. The Contractor shall contact each utility company to coordinate and schedule work and provide written correspondence to the Engineer.

The Contractor shall verify all existing facilities and notify the Engineer of any conflicts found during pre-construction inspection prior to commencement of any work. During the course of construction, no additional compensation will be provided for the correction of the differences between the plans and in the field.

The Contractor shall attend a pre-construction meeting within one (1) week following contract award. No actual project working days shall be charged for these activities. The Contractor shall notify the City in writing of the start date of actual field construction.

Excavation, conduit installation, pull boxes and foundations should be coordinated in a most expedient manner to minimize the disruption and inconvenience of an extended construction schedule. Construction once started shall be pursued daily through project completion.

The Contractor is responsible for securing an adequate storage site for equipment and materials. The Contractor shall provide supervisory personnel to keep the construction site in a safe, neat and orderly condition at all times. No Materials or equipment shall be stored at the job sites unless approval is issued by the Engineer.

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

## **56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES**

### **56-3 Standards, Poles, Pedestals, And Posts**

#### **56-3.01C(2) Foundations**

##### **56-3.01C(2)(a) General**

[Add the following:].

Portland Cement Concrete (PCC) shall conform to Section 90-2, "Minor Concrete" of the Standard Specifications and shall contain not less than 564 pounds of cement per cubic yard. Foundation concrete shall be vibrated to eliminate air pockets. Anchor bolts and

cages shall be furnished and installed by the Contractor conforming to Caltrans standards. The contractor shall verify the bolt pattern of each pole prior to foundation installation.

Existing pole foundations shall be completely removed. All material removed for pole foundations shall become the property of the Contractor and disposed of outside the work site by and at the expense of the Contractor on the same day of excavation. Contractor shall define the exact location and depth of all utilities in the vicinity of proposed foundations.

After all utility locations are exactly established, the Contractor shall contact Engineer for authorization of specific pole foundation location.

### **56-3.02 Steel Standards, Poles, Pedestals, and Posts**

#### **56-3.02A General**

[Add the following:].

Contractor shall furnish and install poles, nuts, bolts, washers, cages, and other hardware as required conforming to Caltrans standards, at no additional contract expense. Poles and hardware shall be tested and certified per Caltrans testing procedures. Copies of the inspection request form and certifications given to the Engineer. Sign mounting hardware shall be Detail "U" of the Standard Plans ES-7N.

**The Contractor shall coordinate the delivery and erection of poles to occur on the same day.** No materials or equipment shall be stored at the job site unless authorized by the Engineer. The job site shall be maintained in a neat and orderly condition and safe pedestrian pathways provided at all times along all sidewalks, without exception. The installation of signal poles shall meet CAL/OSHA Electrical Safety Order and the Public Utilities Commission General Order No. 95, Rules for Overhead Electric Line Construction.

#### **ADA Truncated Domes (Yellow)**

Contractor shall install Federal Yellow Detectable Warning Surface (Truncated Domes) on ramps per current Caltrans Standard Drawing No. RSP A88A, per Federal ADA and manufacturers requirements, as directed by the Engineer. Truncated domes shall be ArmorTile or approved equal. Contractor shall submit a sample of the detectable warning surface to the Engineer for approval, prior to the start of construction. The color shall be federal yellow or approved equal. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the Engineer.

#### **Payment**

Payment for the proceeding shall be included in the per the Lump Sum bid fee for "Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the

City's Traffic Management Center (TMC). Work includes the Construction, Installation, Labor, and Materials for the Installation of Sidewalks and Curb Ramps Shown on the Plans" and additional compensation shall not be allowed. Concrete specifications are shown in Section 303 (Page SP-22) of these Special Provisions. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications. The lump sum price shall include the truncated domes detectable warning surface.

## **86 GENERAL (DIVISION X ELECTRICAL WORK)**

### **86-1.02 Materials**

#### **86-1.02B Conduit and Accessories**

##### **86-1.02B(1) General**

[Add the following:].

Conduit shall be High Density Polyethylene (HDPE) Type IPS SDR9, or Schedule 40 PVC, unless otherwise approved by the Engineer. HDPE shall be used for underground boring of conduit or for underground fiber optic cables and shall comply with ASTM F2160. The contractor shall have the proper HDPE spooling equipment to install conduit without crimping or damage. HDPE conduit shall not be spliced. A bonding wire shall be furnished with all HDPE conduit. All conduit sweeps shall meet Caltrans standards for future fiber optic cable installations.

Pull tape shall be furnished and installed in each new conduit run. Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Tracer wire shall be furnished and installed in each conduit run and shall be a minimum No. 12 solid copper conductor with orange insulation Type TW, THW, RHW, or USE.

##### **86-1.02C Pull Boxes**

##### **86-1.02C(1) General**

[Remove section from lines 6 to 23].

[Add the following:].

Pull boxes shall conform to the provisions in the State Standard Specifications and these special provisions and comply with UL and NEMA standards. **New pull boxes shall be Christy N-series and lids shall be lightweight fiber material, "Fiberlyte". Pull box lids for fiber optic pull boxes shall be bolt-down anti-vandal type. Contractor to furnish tool for unlocking and removing pull box covers.**

All pull boxes shall be factory-made standard size No.6 pull boxes unless otherwise noted on the plans or directed by the Engineer. Home run pull boxes or pull boxes containing fiber splice enclosures shall be size No. 6 with extension (#6E) unless otherwise noted on the plans or directed by the Engineer. The cover marking for each pull box shall read "TRAFFIC SIGNAL" for traffic signal pull boxes, "TRAFFIC FIBER" for traffic signal fiber optic communication pull boxes, and "LIGHTING" for lighting pull boxes, **Pullboxes containing fiber optic cables shall be provided with vandal resistant locking mechanisms as specified in the State Standard Plans and shall be gray in color. Contractor shall submit to the City equipment necessary to unlock and access pull boxes. Contractor to send submittal for City review and approval prior to ordering.**

A pull box cover must have a marking on the top that is:

1. Clearly defined
2. Uniform in depth
3. Parallel to the longer side
4. From 1 to 3 inches in height

Pull boxes adjacent to Traffic Signal poles shall have 10 foot ground rod with ground clamp and shall be fastened to bare grounding conductor from Traffic Signal pole. No new pull box shall be located within five feet of a water meter or fire hydrant. Replace sidewalk in-kind to match existing material, color, and pattern, from score mark to score mark after pull boxes have been installed.

#### **86-1.02C(2) Nontraffic Pull Boxes**

[Add the following:].

The nontraffic pull box shall be a type N series pull box and the pull box lid shall be Fiberlyte material. Pull boxes and covers shall be gray.

#### **86-1.02F Conductors and Cables**

##### **86-1.02F(1) General**

[Add the following:].

Only the splicing of loop detector cable shall be permitted. All other conductors including interconnect cable shall be continuous without splicing between terminal points, without exception. Conductors No. 8 AWG or larger shall be spliced by the use of "C" shaped compression connectors. Splices shall be insulated by "Method B."

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans.

Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC.

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:

1. Manufacturer's name or trademark
2. Insulation-type letter designation
3. Conductor size
4. Voltage
5. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

### **86-1.02F(1)(c)(ii) Bonding Jumpers and Equipment Grounding Conductors**

[Add the following:].

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal Standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box. The grounding jumper shall be visible after the PCC cap has been poured on foundation.

### **86-1.02K Luminaires**

#### **86-1.02K(1) General**

[Add the following:].

Luminaire heads shall be LED-type. All luminaire heads shall be equipped with utility wattage labels. LED Luminaires shall be City Furnished Leotek GCL G-series "legacy" or GCM J-Series luminaire heads, model number GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC or City approved equal. ~~The luminaire heads shall be 250W HPS equivalent or greater.~~

### **86-1.02P Enclosures**

#### **86-1.02P(2) Service Equipment Enclosures**

[Add the following:].

The contractor shall protect-in-place the existing Type II-B service cabinet on the existing traffic signal cabinet.

### **86-1.02Q Cabinets**

#### **86-1.02Q(3) Controller Cabinets**

[Replace the entire section with the following:].

The contractor shall protect-in-place the existing Type P-44 cabinet assembly. The contractor shall furnish and install five (5) new load switches and rewire cabinet for intended phasing modifications.

Contractor shall furnish and install all miscellaneous items as necessary to produce a fully- operational system in accordance with the plans, these technical provisions, Caltrans Standard Plans and Standard Specifications.

### **86-1.02R Signal Heads**

[Add the following:]

Vehicle head mountings shall be configured as directed by the Engineer prior to drilling of standards and head installations. Adjustments required to the signal head mounting configuration and placement on standards shall be provided as directed by the Engineer at no additional contract cost. PV heads, if used, shall be programmed at the direction of the Engineer. The color of all signal heads, backplates, and mountings shall be black.

All signal heads shall have backplates.

### **86-1.02R(4) Signal Faces**

[Add the following:].

All new circular signal indications shall be 12" GE VLA Model LED Signal Modules with an incandescent look and arrow indications shall be 12" GE GTX City VLA Model with an incandescent look. All indications shall be clear and not tinted. A five-year warrantee shall be provided on all LED lenses furnished by the manufacturer. A Certificate of Compliance from the manufacturer shall be submitted to the Engineer, and a copy of the LED purchase order, product specification, certificate of compliance and warrantee. If programmed visibility (PV) signal heads are used, they shall be LED.

### **86-1.02T Accessible Pedestrian Signals**

[Add the following:].

**The Contractor shall furnish and install a Polara iNS iNavigator 2-wire push button APS system or approved equal.** The APS system shall include Polara Push Button Stations, Central Control Unit (iCCU-S2) and Interconnect Board (iN2-ICB) and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans and these specifications. The APS shall have vibrotactile feedback and arrow style push button per latest requirements outlined in the final rule of the Public Rights of Way Accessibility Guidelines (PROWAG).

All Pedestrian Push Buttons (PPB) that do not meet a minimum of a 10' physical separation from any other PPB must be programmed with a speech walk message in compliance with PROWAG.

The contractor shall coordinate with the manufacturer and submit to the City specification sheets for the programming of the audible feedback messaging for each pedestrian crossing for City approval.

For APS push buttons, the push button sign shall be an R10-3e (9"x15") sign with back plate attachment. The push button shall be yellow and installed 42" high from the center of the button to the finished pedestrian landing surface. Face-plate screws shall be stainless steel tamper resistant. The contractor shall submit the PPB manufacture's specifications and warranty to the Engineer.

## **86-1.02U Push Button Assemblies**

[Replace entire section with the following:].

Per the Public Rights of Way Accessibility Guidelines (PROWAG), all push button assemblies shall be APS systems. Please refer to Section 86-1.02T.

## **87 ELECTRICAL SYSTEMS**

### **87-1 General**

#### **87-1.03 Construction**

##### **87-1.03B Conduit Installation**

##### **87-1.03B(1) General**

[Add the following:].

Existing reused conduit shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Rock wheeling shall be allowed only if authorized in writing by the Engineer. The Engineer prior to work shall approve the method of rock wheeling. Conduit installation under pavement, curb/gutter areas shall be by boring method approved by the Engineer.

No open cutting shall be permitted for streets in City moratorium areas, unless City Standard roadway repair moratorium compliance measures are implemented. Any work in designated moratorium areas will include AC pavement mill and overlay work extending 50' beyond the damaged area, within each affected travel lane.

Excessive use of water, such that pavement might be undermined, or subgrade softened shall not be permitted. Conduits to be drilled or jacking rod shall be fitted with suitable drill bits for the required hole size. Jacking or boring method must not weaken or damage any embankment, structure or pavement. Any mud from jacking or boring shall be flushed from the conduit and removed from the jacking pit to eliminate inadequate backfilling.

Parkway trenching shall conform to City of Costa Mesa Standard Drawing No. 813, 411, 413 and 414 for sidewalk replacement. All existing plant and irrigation materials including but not limited to sod, trees and bushes damaged by trenching or boring work shall be replaced in kind, at no additional compensation.

Within pull boxes, conduit shall be placed to meet minimum clearances between the pull box base, the conduit end and lid of pull box, conforming to Caltrans Standard Plans and Specifications. The contractor shall adjust existing pull boxes where clearance is inadequate to accommodate existing and proposed cable and/or conductors. Work shall conform to Caltrans Standard Specifications 86-1.02B and 87-1.03B. The ends of conduit

termination in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches. Use minimum bending radius as permitted by Appendix H of ICEA S-19/NEMA WC 3 and SMFO cable manufacturer's recommendations.

After conductors/cables have been installed, the exposed end of conduits terminating in pull boxes, service equipment enclosure and controller cabinets shall be sealed with an approved type of sealing compound immediately after installation of conductors. Conduit for future use in pull boxes shall be threaded and capped, with a pull rope intact between successive pull boxes.

All excavations for the installation of conduits and pull boxes, and removal of old systems, shall be backfilled, compacted and restored to match adjacent areas and excess material shall be immediately removed from the job site. All trenching activity, commenced each day, shall be fully backfilled to the finished surface grade at the end of each day; final resurfacing shall be completed within five (5) working days on all streets and all trenches maintained in a safe condition.

Work shall include furnishing and installing trenching, jacking and boring, and all associated labor, materials, tools, equipment and incidentals involved in furnishing and installing conduit, complete in place. This shall include installation of conduit under sidewalk, soil and roadway pavement areas, removing surface materials, furnishing fittings, bends, bushings, pull wires, modification of conduit entrances, replacement and repair in kind of AC, PCC, sod, irrigation within all areas affected by conduit installation, and all associated work, materials and equipment required to provide the intended operation. All jacking pits shall be adequately compacted immediately upon installing fill material and made safe for pedestrian access, and inspected by the Engineer prior to concrete or asphalt placement.

All conduit existing within excavation areas shall be lowered, modified and/or adjusted as required to accommodate the intended improvements at no additional compensation. The Contractor shall determine the exact location of all underground facilities within improvement area, by hand digging if necessary, prior to commencing excavation work to assure avoidance of conflicts. All costs for preliminary exploratory work of existing conditions and subsequent utility modification shall be included in the lump sum bid item and no additional compensation shall be allowed.

The Contractor shall be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa.



## **87-1.03C Installation of Pull Boxes**

### **87-1.03C(1) General**

[Add the following:].

All pull boxes shall be located as shown on the plans and as directed by the Engineer. No pull box shall be located within the driveway apron, or within any wheelchair ramp landing. Pull boxes within unimproved areas shall have a Class 1 flexible Post Delineator, per Caltrans Standard Plan A73-C installed adjacent to the pull box.

Within the pull box, the conduit shall be placed in a manner that the lowest portion of the opening shall be a minimum of 2 inches above the bottom of the pull box, the top portion of the opening shall be not less than 8 inches from the top of the pull box. The conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches.

Pullbox Installation Details - The bottom of pull boxes installed in the ground or in sidewalk areas shall be bedded in at least 6 inches of crushed rock and shall be grouted prior to the installation of conductors. The grout shall be between 1 and 2 inches in depth and shall be sloped towards the drain hole. A layer of roofing paper shall be placed between the grout and the crushed rock sump. A 1 inch drain hole shall be provided in the center of the pull boxes or splice vault through the grout and the roofing paper.

Excavating and backfilling shall be as per section 87-1.03E, "Excavating and Backfilling for Electrical Systems" of the State Standard Specifications except that the backfill material shall not contain rocks graded larger than 1 inch.

Where the sump of an existing pull box is damaged by the Contractor's operations, the sump shall be reconstructed and if the sump was grouted, the old grout shall be removed, and new grout placed at the cost of the Contractor and not the City. Any existing improvements damaged by the Contractor shall be in accordance with the State Standard Specifications at the cost of the Contractor and not the City.

Pull box Adjustments - The contractor shall adjust existing pull boxes where inadequate clearance is provided to accommodate the proposed cable and conductors, or where settling has occurred whereby the pull box grade is lower than that of the adjacent surface area grade at no additional cost to the City. Work shall conform to Caltrans Standard Specifications 87-1.03C. Pull box adjustment shall include the installation of new bushings, conduit end sealant, crushed rock and grout prior to the installation of conductors, and necessary concrete repair work. Old grout shall be removed, and new grout installed as required. Repair of adjacent PCC sidewalk shall be included, conforming with these specifications.

**87-1.03F Conductors and Cables Installations****87-1.03F(2) Cables****87-1.03F(2)(a) General**

[Add the following:].

The 12 CSC and 3 CSC cables shall be run continuous between terminal block terminals and traffic signal controller cabinet load switch bay terminals. Splices will not be allowed and no daisy-chaining of traffic signal cables shall be permitted.

Mast-arm mounted traffic signal indications shall be connected to the side mount vehicle indication terminal box using a 5 CSC. Three section and four section vehicle indications shall use a single 5 CSC. Five section vehicle indications shall use 2-5 CSC. 5 CSC shall be run continuous between the signal indication and the side mount vehicle indication terminal box and no splicing will be allowed. Multiple indications for the same vehicle phase shall not use the same 5 CSC. Each CSC shall be labeled in a permanent, color-coded manner at the side mount vehicle indication terminal box, such that the vehicle phase and placement are noted on the cable. For example, Ø2 Inboard would indicate the cable serving the indication closest to the traffic signal mast arm pole.

The contractor shall provide cable slack to comply with the requirements shown in Caltrans RSP Section 87-1.03F(1). Contractor shall install a tracer wire in all electrical conduits.

**87-1.03R Signal Heads****87-1.03R(1) General**

[Add the following:].

Mounting hardware configurations shall be approved by the Engineer prior to installation. Vehicle head mounting assemblies shall be configured and adjusted by the Contractor as directed by the Engineer at no additional contract cost.

The top opening of signal heads shall be sealed with a neoprene gasket. LED's shall be products pre-qualified by the Caltrans' Testing Laboratory. Signal mounting assemblies shall consist of Size 41 standard steel pipe or galvanized conduit, necessary fittings, slip-fitters and terminal compartments. Pipe fittings shall be ductile iron, galvanized steel, aluminum alloy Type AC-84B No. 380 or Bronze. Mast arm slip-fitters post top slip-fitters and terminal compartments shall be cast bronze or hot-dip galvanized ductile iron. After installation any exposed threads of galvanized conduit brackets and areas of the brackets damaged by wrench or vise jaws shall be cleaned with a wire brush and brush painted with 2 applications of approved un-thinned zinc-rich primer (organic vehicle type) conforming to the requirements in Section 91, "Paint". Aerosol cans shall not be used. All iron and steel materials used shall follow Buy America regulations.

### **87-1.03V Detectors**

#### **87-1.03V(2) Inductive Loop Detectors.**

[Add the following:].

Where no video detection exists or is planned, all advance loops and stop bar loops, except bicycle loops or the front-most loops, shall be Type E. All bicycle loops including the front-most loop of every lane shall be Type F per latest Caltrans Standard Plans. All left turn lanes shall have four stop bar loops and all through lanes shall have two stop bar loops. Right turn lanes shall have two loops, unless otherwise specified on the plans.

Inductive loops at the limit line shall not be installed for approaches with existing or planned video detection. For locations with existing or planned video detection, advance loops shall only be installed if existing conditions such as a horizontal curve or another obstruction prevents the radar zone from being picking up vehicles at the proper setback distances.

### **87-4 Signal and Lighting Systems**

#### **87-4.02 Materials**

[Add the following section:].

##### **87-4.02C Internally Illuminated Street Name Signs**

[Add the following].

The contractor shall furnish a IISNS mast arm attachment to be installed on the existing signal pole at the northwest corner of the intersection. The existing IISNS shall be reused and relocated to the new IISNS mast arm. The contractor shall provide submittals sheets for review prior to ordering the IISNS mast arm.

No splicing is allowed within the fixture.

[Add the following section 88:].

**PAYMENT** – Payment for Compensation for “Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City’s Traffic Management Center (TMC). Work includes the Construction, Installation, Labor, and Materials for the Installation of Sidewalks and Curb Ramps Shown on the Plans” shall be at the unit price bid per Lump Sum and shall include full compensation for potholing and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

## 81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

### 81-2 Delineators

#### 81-2.01 General

##### 81-2.01C Submittals

[Add the following:].

The contractor shall provide submittal sheets for approval and obtain approval prior to ordering the materials.

##### 81-2.03 Construction

[Replace entire section with the following:].

The contractor shall surface mount the delineators using a 2-part epoxy and anchor bolts per manufacturer's specifications and per direction of City Maintenance staff and the Engineer.

### 81-3 Pavement Markers

#### 81-3.02 Materials

##### 81-3.02A General

[Add the following:].

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

##### Blue "Fire Hydrant" Raised Pavement Markers

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. Two-way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.
2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.

3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

## **81-8 Existing Pavement Markers and Delineators**

### **81-8.03 Construction**

#### **81-8.03B Remove Pavement Markers**

[Add the following:].

All blue "fire hydrant" pavement markers that are removed shall be reinstalled by the contractor.

When striping is removed, any corresponding pavement markers within or adjacent to the stripe, or within the gaps of dashed striping shall be removed.

## **82 SIGNS AND MARKERS**

### **82-2 Sign Panels**

#### **82-2.02 Materials**

##### **82-2.02A General**

[Add the following:].

All sign face reflective sheeting shall be diamond grade retroreflective with protective overlay film.

Prior to ordering sign panels, the contractor shall provide signing submittal for Engineer's review showing all proposed signs and sign sizes. Proposed warning sign colors shall be provided as yellow or FYG.

[Add the following section:].

##### **82-2.03C Remove and Salvage Sign and Sign Post**

Sign panels and sign posts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the City's corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627. Prior to delivery, please contact the City's project engineer.

### **82-2.04 Payment**

[Replace section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

## **82-3 Roadside Signs**

### **82-3.02A General**

[Add the following:].

Signs and shall posts shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Unless otherwise noted on the plans, all new or relocated signs shall be installed on 2" square perforated steel posts with breakaway connections. Signs shall follow the CA MUTCD regarding clearances from the bottom of the lowest sign to the finished surface.

### **82-3.02B Metal Posts**

[Add the following:].

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

### **82-3.03 Construction**

#### **82-3.02A General**

[Add the following:].

Installation of sign posts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Anchor shall not extend beyond 2" from top of adjacent finished grade where installed and shall conform to OC Public Works Standard Plan 1417 for sign post installation.

### **82-3.04 Payment**

[Replace the entire section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping

and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

## **82-9 Existing Roadside Signs and Markers**

### **82-9.04 Payment**

[Replace the entire section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

## **84 MARKINGS**

### **84-1 General**

#### **84-1.01 General**

[Add the following:].

Markings must also comply with the Caltrans Standard Plans and Revised Standard Plans, latest edition.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

The installed material shall be highly visible to the motorists both day and night.

Unless otherwise noted, all traffic stripes shall be 6-inch width minimum and shall comply with the most recent Caltrans Standard Plans.

## **84-2 Traffic Stripes and Pavement Markings**

### **84-2.02 Materials**

#### **84-2.02A General**

Paint, thermoplastic and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines, unless otherwise noted in the Plans or these special provisions.

#### **84-2.02C Thermoplastic**

[Replace entire section with the following:].

Thermoplastic must comply with State Specification PTH-02ALKYD.

All stop bars, crosswalks, legends, and arrows shall be installed using thermoplastic, and conform exactly to the City of Costa Mesa stencil types except fabricated preformed thermoplastic applications.

Thermoplastic shall be Alkyd Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The thermoplastic shall be mixed with glass beads and shall, upon cooling, be reflectorized with additional glass beads and shall be allowed to completely cool to prevent deformation by traffic.

#### **Preformed Green Colored Thermoplastic**

All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko Optamark with Optatrac. Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. Contractor shall turn in submittal sheets to Engineer for approval prior to ordering. Preformed green thermoplastic shall be installed by strictly following manufacturer's specifications. Preformed Green Thermoplastic shall not be installed on concrete unless approved by the Engineer.

Green coloring in thermoplastic used for bicycle lanes, bike boxes, bicycle lane conflict zones, green-back sharrows, bicycle paths, or other bicycle facilities shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromacity Requirements for Green-Colored Pavement.

#### **84-2.02G Paint**

[Add the following:].

Waterborne traffic paint shall adhere to State Specification PTWB-01R2 (June 2022)



## **84-2.03 Construction**

### **84-2.03A General**

[Add the following:].

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall request a meeting in the field with the Engineer prior to start of cat-tracking in order to review the proposed striping and discuss the City's cat-tracking requirements. The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable). Solid and dashed bike lane striping as well as bike lane buffers and crosshatch markings in those buffers, shall be cat-tracked as to be able to see the beginning and ends of the transitions of all detail 39 and Detail 39A striping as well as the locations of all crosshatch markings. The bike lane and bike buffer shall be cat-tracked in such a way as to be able to see the continuous facility. If the bicycle lanes and buffer (including crosshatch markings in the buffer) are not cat-tracked to the satisfaction of the Engineer, the Contractor shall re-do the cat-tracking until the Engineer is satisfied and the Engineer will not review the cat-tracking otherwise.

The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the Engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint or thermoplastic (hot-applied or preformed) is thoroughly dry.

Green preformed pavement markings adjacent to crosswalks shall be installed as to avoid tire tracking of vehicles crossing the intersection and wearing out the markings.

Thermoplastic and paint shall be placed as close as possible to utility structures without covering them.

The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

Thermoplastic, preformed or hot applied, shall not be installed on concrete unless approved by the Engineer.

Unless otherwise specified on the plans, all traffic stripes (single, double, or pairs) shall be 6" minimum width and comply with latest edition of Caltrans Standard Plans.

### Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion, and loss of reflectivity resulting from defective materials or methods of application for a period of one year.

### **84-2.03C Application of Traffic Stripes and Pavement Markings**

#### **84-2.03C(1) General**

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and shall install thermoplastic (hot-applied or preformed) markings no sooner than seven (7) calendar days following the application of new slurry/ACSC or fourteen days (14) if installed during Summer (if applicable). Green preformed thermoplastic markings shall be installed no sooner than twenty-one (21) days following application of new slurry/ACSC (if applicable).

Any painted curb removed or damaged during construction shall be repainted in kind (i.e. red, yellow, green, etc.).

The completed pavement markings shall have clean and well-defined edges. The maximum deviation from the designated position of the stripe marking shall not exceed 1/2" in any 100-foot length of stripe, including gaps. Pavement markings shall conform to the shapes and dimensions of the markings as designated on the State Standard plans.

Advance spotting of angle points, end points and other control points shall be performed by the Contractor and be approved by the Engineer.

Any damage to the newly placed marking due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost.

The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings.

Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

## 84-2.03B(2) Thermoplastic

### 84-2.03B(2)(a) General

[Remove the following:].

Apply thermoplastic in a single uniform layer by spray or extrusion methods.

[Add the following:].

Apply thermoplastic by extrusion methods or using preformed markings according to the plans, these special provisions, and per direction of Engineer. **Thermoplastic shall not be installed when the temperature of the pavement is less than 55 degrees Fahrenheit to prevent weak bonding.** The contractor may preheat the surface of the asphalt to above 55 degrees Fahrenheit if approved by the Engineer.

Prior to installing the thermoplastic on concrete, the Contractor shall use a concrete binder and prepare concrete surface for binder to facilitate proper adhesion of thermoplastic onto concrete.

All pavement marking arrows and words shall be thermoplastic unless otherwise noted on the plans or directed and approved by the Engineer.

Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt or on concrete shall be installed per manufacturer's specifications. If using a radiant heater and if the corundum sinks below manufacturer's specifications, additional hand casted corundum shall be added to the surface before the preform thermoplastic cools. If installed on concrete, contractor shall perform a porosity test to determine if the concrete has proper porosity. If the concrete fails the porosity test, the portion of the concrete where the green preformed markings will be installed shall be water blasted, allowed to thoroughly dry and then the contractor shall install concrete binder per manufacturer's specifications to facilitate proper adhesion to concrete.

**Newly placed thermoplastic pavement markings shall be protected from damage by public traffic or other causes until the thermoplastic (hot-applied or preformed) is thoroughly cool and dry.** Thermoplastic that is deformed, marked, or damaged by traffic due to improper installation or because the thermoplastic was not allowed to cool will be removed and reinstalled at the expense of the contractor and to no additional cost for the City.

### 84-2.03B(2)(c) Sprayable Thermoplastic

[Remove section 84-2.03B(2)(c) in its entirety].

### 84-2.03B(6) Paint

[Remove the following:].

Apply painted traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply painted traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be completely dry before applying the 2nd coat.

[Add the following:].

Apply painted traffic stripes and/or pavement markings in 2 coats on all existing and new pavement surfaces, each coat at an approximate rate of 107 sq ft/gal. The 2nd coat of paint shall be applied no earlier than 3 days after application of the first coat, unless otherwise approved by Engineer.

Newly placed painted traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall not be paint and shall be thermoplastic.

#### **84-2.04 PAYMENT**

[Remove the following:].

A double traffic stripe consisting of two 6-inch-wide yellow stripes are measured as 2 traffic stripes except for painted traffic stripes and sprayable thermoplastic traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes are measured as single traffic stripe.

[Add the following:].

Pairs of traffic stripes or pairs of double traffic stripes for purposes such as centerlines, two-way left turn lanes, striped medians, etc. shall be measured from end to end of the pair of stripes, and shall not be measured as total length of all individual stripes.

Dashed traffic stripes for purposes such as centerlines and lane lines shall be measured from end to end of the stripe inclusive of gaps, and shall not be measured as total length of all dashes.

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

## **84-9 EXISTING MARKINGS**

### **84-9.03B Remove Traffic Stripes and Pavement Markings**

[Replace in its entirety with the following:].

All striping and pavement markings must be removed to the fullest extent possible from the pavement by grinding with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations without damaging the pavement and subgrade.

All pavement markers to be removed shall be removed without damaging the pavement and without removing pavement to a depth of more than 1/8 inch. Remove pavement markings such that the old message cannot be identified. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement when striping and markings are removed on new pavement per discretion of Engineer.

Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately. Traffic stripes and markings shall be removed before any change is made in the traffic pattern and before painting new stripes and markings.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated.

After removal of existing markers and striping, temporary markers and striping must immediately be in place until such time where the final markers and striping can be placed.

### **84-9.04 Payment**

[Replace in its entirety with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item #5: Complete all Signing, Striping, and Markings per Plan. This bid item includes all Materials and Labor**

All pavement markers and delineators shall be in accordance with Section 81 "Miscellaneous Traffic Control Devices" of the latest edition of the 2023 Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 "Markings" of the latest edition of the 2023 Caltrans Standard Specifications (including

the Revised Standard Specifications) as modified within these Special Provisions, and comply with the 2023 Caltrans Standard Plans, and the latest edition of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performance.

# ***SECTION “F”***

**MISCELLANEOUS**

**CONTRACT**

**DOCUMENTS**

**(SAMPLE)**

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 24-02**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated \_\_\_\_\_ ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and \_\_\_\_\_, a [state] [type of organization] ("CONTRACTOR").

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The scope of work in general consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations and all other work as required as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

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

The Project is known as the TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, City Project No 24-02 ("Project").

2. CONTRACT DOCUMENTS.

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



- a. This Agreement;
- b. CONTRACTOR's bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond;
- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

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

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

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

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

3. CITY'S REPRESENTATIVE.

The CITY's Representative is \_\_\_\_\_, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. CONTRACT PRICE.

\_\_\_\_\_ (\$\_\_\_\_\_.00).

8. TIME OF PERFORMANCE.

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

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

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

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice

to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$3,600 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.

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention

to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

14. INSPECTION BY CITY.

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

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

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

16. PAYMENTS TO CONTRACTOR.

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

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the

Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

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

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

each payment the CONTRACTOR receives from CITY.

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

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

18. CONTRACT SECURITY AND GUARANTEE

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

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



Insurance Code.

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

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

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required

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

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

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance

by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

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

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

## 20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and

coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

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

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

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic

insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

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

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a

form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse

violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

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

27. CONTRACT ASSURANCE.

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

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

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in

limitation of, any other rights or remedies available to CITY.

29. NOTICES.

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

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

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay



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

31. PERS ELIGIBILITY INDEMNIFICATION.

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

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

32. VALIDITY.

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

33. GOVERNING LAW.

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

34. NO THIRD PARTY BENEFICIARY RIGHTS.

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

35. ASSIGNABILITY.

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

36. WAIVER.

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

37. HEADINGS.

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

38. COUNTERPARTS.

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

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA,  
A municipal corporation

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

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

CONTRACTOR

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

APPROVED AS TO INSURANCE:

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

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

APPROVED AS TO PURCHASING:

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

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

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

\_\_\_\_\_  
Seung Yang, P.E.  
City Engineer

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

SAMPLE

# 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

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

### PURPOSE

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It is the purpose of this Policy to:

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

### POLICY

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

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

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

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

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

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



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

WHEREAS, the City of Costa Mesa, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for the project known as: \_\_\_\_\_ in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

**FAITHFUL PERFORMANCE PAYMENT BOND  
TO ACCOMPANY PUBLIC WORKS AGREEMENT**

The premium charge on this bond is \$ \_\_\_\_\_, being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

WHEREAS, the City of Costa Mesa, State of California, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a Public Works Agreement for the project known as: \_\_\_\_\_ in the City of Costa Mesa, in strict conformity with the Public Works Agreement on file with the Costa Mesa City Clerk, which is incorporated herein by this reference (the "Agreement").

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond for the faithful performance of the Agreement.

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

The Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Agreement. The Surety's obligations shall include, but are not limited to: (1) the responsibilities of Principal under the Agreement for completion of the Agreement and correction of defective work; (2) the responsibilities of Principal under the Agreement to pay any liquidated damages, and, for damages for which no liquidated damages are specified in the Agreement, actual damages caused by non-performance of the Agreement, including, but not limited to, all valid and proper backcharges, offsets, payments indemnities, or other damages; and (3) additional legal, design professional and delay costs resulting from Principal's default or failure to act of the Surety.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnifies, defends, and saves harmless the City of Costa Mesa, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation.

The Surety, for value received, stipulates and agrees that no change, extension of time, or alterations or additions to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligations on this Bond, and it hereby waives notice of any such change, extension of time, or alterations or additions to the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

## **INSURANCE REQUIREMENT FOR CITY OF COSTA MESA**

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

### **A. Workers' Compensation Insurance.**

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

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

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

### **B. Liability Insurance Coverage.**

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

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

(ii) Notice:

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

(iii) Other Insurance:

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED \$      RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions;
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: XX/XX/2014

Policy No. ENTER

Endorsement No. 001

Insured: Contractors Name

Premium \$ INCL.

Insurance Company: Insurance Company

Countersigned By: \_\_\_\_\_



**City of Costa Mesa, Department of Public Services**  
**Application and Permit for Work Described Below**

PERMIT NO.

VENDOR NO.

Address or Location of Work \_\_\_\_\_ Date \_\_\_\_\_

Type of Work to be Done \_\_\_\_\_

Start Date \_\_\_\_\_ Permit Not Valid After \_\_\_\_\_ (Expiration Date) Plan No. \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ City and State \_\_\_\_\_

State License No./Class \_\_\_\_\_ City Business License No. \_\_\_\_\_

Applicant's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Developer's Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name of Insurance Co. \_\_\_\_\_ Insurance Cert. No.(s) \_\_\_\_\_

24-Hour Emergency Contact \_\_\_\_\_ Telephone No. \_\_\_\_\_

<p><b>FEES</b></p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Issuance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p><b>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</b></p> <p>Account # <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span></p>	<p align="center"><b>PERMIT APPROVED FOR CITY ENGINEER</b></p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
--	--	--

Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15-26, 15-27, 15-27.1, 15-39 and 15-48.

**THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:**

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of \_\_\_\_\_ lane(s) may be closed if necessary to perform work within the public right of way during the hours of **8:30 a.m. - 3:30 p.m. Monday through Friday** as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

**SUBJECT TO THE NOTES BELOW: (inspection fees over the basic inspection time will be billed at the approved hourly rate.)**

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native  and imported .
3. **Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.**
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. \_\_\_\_\_.
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. \_\_\_\_\_.
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: \_\_\_\_\_

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

Costa Mesa Sanitary District  
(714) 631-1731

Mesa Consolidated Water District  
(714) 631-1200

**UNDERGROUND SERVICE ALERT**  
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 821-3111

<b>INSPECTION RECORD</b>	Inspector of Records	<b>CERTIFICATE OF INSPECTION</b>
Date		I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.  By: _____ Inspector  _____ Date

0183-62 rrw, rev. 2/03  
 White - Inspectors;  
 Canary - Engineering;  
 Pink - Finance  
 Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE**  
**THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED**



**APPLICATION FOR BUSINESS LICENSE**  
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA  
 TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200  
 (714) 754-5234 TDD: (714) 754-5244

Business Name \_\_\_\_\_

Parent Company Name \_\_\_\_\_  
 (If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address \_\_\_\_\_  
 (Cannot be a P.O. Box) Street # \_\_\_\_\_ Street name \_\_\_\_\_ Unit # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_  
 (Can be a P.O. Box) Street # \_\_\_\_\_ Street name \_\_\_\_\_ Unit # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Telephone # (\_\_\_\_\_) \_\_\_\_\_ Business Start Date \_\_\_\_\_ No. of Employees (on average) \_\_\_\_\_

Ownership (Check One only)  
 Sole Owner  Corporation  Partnership  Husband & Wife Co-ownership  Limited Liability Company  
 Limited Liability Partnership

Seller's Permit No. \_\_\_\_\_ Contractors State No. & Class \_\_\_\_\_  
 (If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # \_\_\_\_\_ Federal Firearms License # (if applicable) \_\_\_\_\_

**OWNER'S OR PRINCIPAL'S NAME(S)**

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # (_____) _____ Title _____	Telephone # (_____) _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

**TYPE OF BUSINESS**

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Standard Industrial Class Code (SIC) \_\_\_\_\_

Alcohol Beverage Control Permit No. \_\_\_\_\_ Department of Motor Vehicles Permit # \_\_\_\_\_  
 (If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) \_\_\_\_\_ (S-SU) \_\_\_\_\_ Number of Rental Units/Rooms/Spaces \_\_\_\_\_  
 (Commercial/Industrial only) (If Applicable)

**CHOOSE ONE OF THE APPROPRIATE FEES BELOW**

GENERAL BUSINESS		
(wholesale, retail, professional, Etc.)		
Enter Annual Gross Receipts Amount \$ _____		
And Circle the corresponding category below		
Annual Gross Receipts	Tax	
\$0.00 to 1,000.00	.....\$0.00	
\$1,000.01 to 25,000.00	.....\$25.00	
\$25,000.01 to 40,000.00	.....\$35.00	
\$40,000.01 to 75,000.00	.....\$45.00	
\$75,000.01 to 200,000.00	.....\$60.00	
\$200,000.01 to 500,000.00	.....\$100.00	
Over \$500,000.00	.....\$200.00	

TAX EXEMPT ORGANIZATIONS
Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW EXHIBITION SWAP MEET
Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left ..... .....Enter the tax due amount here \$ _____ PLUS .....(# of sellers _____ x \$5 = \$ _____) EQUALS .....Total tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
(Fees based on annual operating expenses when no receipts generated) Enter annual operating expenses amount \$ _____ Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
(California Licensed) Total tax due \$50.00

VEHICLE WHEEL TAXI TOW TRUCK BUS
Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

- Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year? Yes  No
  - Will you have an assembly room with an occupant load of 50 or more persons? Yes  No
  - Will you be installing a spray booth? Yes  No
  - Will your business produce dust/wood shavings or other material? Yes  No
  - Will you be storing or using flammable or combustible liquids or compressed gases? Yes  No
  - Will you be warehousing materials higher than 12 feet? Yes  No
- Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 327-7400.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. \*\* Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. \*\* I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR CITY OFFICE USE ONLY**

Planning Approval \_\_\_\_\_ Date Approved \_\_\_\_\_ CUP Required? \_\_\_\_\_ CUP # \_\_\_\_\_  
 Building Approval \_\_\_\_\_ Date Approved \_\_\_\_\_ Comments \_\_\_\_\_  
 Fire Department Approval \_\_\_\_\_ Date Approved \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>												
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<b>or</b>												
<b>Employer identification number</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>												

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an Information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an Information return the amount paid to you, or other amount reportable on an Information return. Examples of Information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of Identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about Identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

***SECTION “G”***

**APPENDIX “A”**

**PROJECT LOCATION  
AND MAP**

**TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02  
PROJECT LOCATION MAP**



**TRAFFIC SIGNAL MODIFICATION AT BAKER STREET & BABB STREET**



***SECTION “G”***

**APPENDIX “B”**

**ENGINEERING DESIGN  
PLANS**

**GENERAL NOTES:**

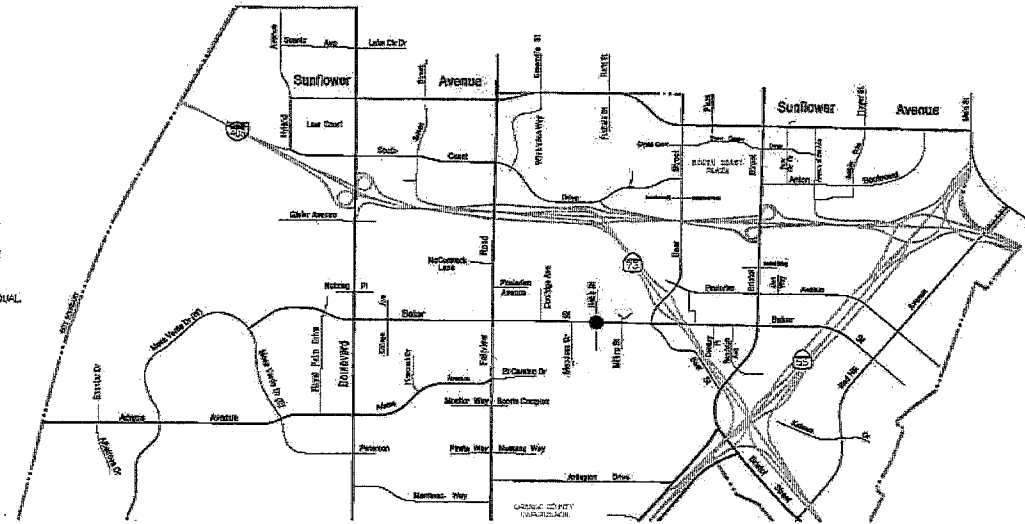
- ALL WORK SHALL CONFORM TO THE CITY OF COSTA MESA STANDARD PLANS, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANS AND SPECIFICATIONS, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE 2014 CR MUTCD.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL PHASES OF CONSTRUCTION WITH VARIOUS UTILITY COMPANIES INVOLVED.
- TRAFFIC CONTROL DURING CONSTRUCTION SHALL CONFORM TO THE SPECIAL PROVISIONS AND THE W.A.T.C.H. MANUAL.
- ALL WORK IS SUBJECT TO INSPECTION. CONTRACTOR SHALL NOTIFY INSPECTION OFFICE OF CITY TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION.
- ALL STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT ALL TIMES.
- DUST CONTROL SHALL BE PROPERLY MAINTAINED AT ALL TIMES.
- CONTRACTOR SHALL RESET ALL EXISTING PULL BOXES TO NEW FINISHED GRADE. ANY DAMAGE TO EXISTING PULL BOXES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ALL NEW PULL BOXES SHALL BE CHRYSLER "THERM-LITE" TYPE INSCRIBED "TRAFFIC SIGNAL".
- SIGNALS SHALL BE REMOVED PER CITY OF COSTA MESA STANDARD 811 AND REPLACED PER CITY OF COSTA MESA STANDARD 411 AND 412.
- LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM THE VARIOUS UTILITY COMPANIES, LOCAL AGENCIES, AND FIELD INVESTIGATIONS. THE UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THE CONTRACTOR SHALL PROTECT THE EXISTING FACILITIES IN PLACE AND INTACT FOR ALL UTILITIES SHOWN OR NOT SHOWN ON PLANS.
- THE CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTS AND BUSINESSES AT ALL TIMES UNLESS OTHERWISE APPROVED.
- ANY DISCREPANCIES AND/OR OMISSIONS ARISING DURING CONSTRUCTION, THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO DNSITE, OFFSITE AND ADJACENT UTILITIES, FACILITIES AND PROPERTIES.
- ALL SURVEY MONUMENTS SHALL NOT BE DISTURBED BY THE CONSTRUCTION OF THESE IMPROVEMENTS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL LOST, DISTURBED OR GULTERATED MONUMENTS, AS SPECIFIED BY THE SURVEYOR MAP ACT AND CONSTRUCTION DOCUMENTS.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ELEVATIONS PRIOR TO ANY CONSTRUCTION.
- ALL DAMAGE TO EXISTING TURF SHALL BE RE-GRADED AND RE-LANDSCAPED WITH SO2 TO MATCH EXISTING AS APPROVED BY THE PROPERTY OWNER AND THE CITY ENGINEER.
- ALL DAMAGE TO EXISTING IRRIGATION SYSTEMS SHALL BE REPAIRED WITH NEW PIPES AND HEADS. IRRIGATION HEADS SHALL BE RAINBIRD 1024 OR AS APPROVED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR EXACT POLE LOCATIONS PRIOR TO INSTALLATION.
- VEHICLE HEADS SHALL HAVE 12" LENSES WITH RED, YELLOW AND GREEN "LED" TYPE INDICATORS.
- PEDESTRIAN INDICATIONS SHALL BE THE HAND/ARM L.E.D. COUNTDOWN TYPE.
- PPB'S SHALL BE ACCESSIBLE PEDESTRIAN SIGNAL (APS) OR ENGINEER APPROVED EQUAL.
- NEW INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL BE TYPE A.

# CITY OF COSTA MESA CALIFORNIA

## TRAFFIC SIGNAL MODIFICATION PLAN FOR BAKER STREET AT BABB STREET

**SHEET INDEX:**

No.	DESCRIPTION
1	TITLE SHEET
2	TRAFFIC SIGNAL MODIFICATION PLAN BAKER STREET AT BABB STREET



**PUBLIC SERVICE AGENCIES:  
BEFORE EXCAVATION CALL THE FOLLOWING TELEPHONE NOS.**

UNDERGROUND SERVICE ALERT (USA)	811
MESA WATER DISTRICT (PHIL LAURE)	(949) 287-8448
COSTA MESA SANITATION DISTRICT (ROB HANMER)	(949) 651-1731
SOUTHERN CALIFORNIA EDISON CO. (DAMON HUMPHREY)	(714) 888-0334
SOUTHERN CALIFORNIA GAS CO. (RICHARD GOLDMANN)	(714) 634-3262
SOUTHERN CALIFORNIA GAS CO. (GAS TRANSMISSION UTILITY REQUEST CENTER)	(918) 701-4545
IRVINE RANCH WATER DISTRICT (RELLY LEW)	(949) 453-5588
ORANGE COUNTY SANITATION DISTRICT (FRUIT DANIEL)	(714) 993-7348
O.C.T.A. (STOPS AND ZONES) (KYLE POFF)	(714) 560-5816
O.C.T.A. (DETOUR COORDINATION) (DISPATCH)	(714) 285-4330
AT&T (BOLE ORANGE)	(714) 618-9129
XO COMMUNICATIONS (SWITCHBOARD)	(703) 547-2000
SPECTRUM TIME WARNER (MAX SANDOVAL)	(714) 719-9688

**NOTICE TO CONTRACTOR**

- THE CONTRACTOR SHALL PRIOR TO STARTING CONSTRUCTION UNCOVER ALL UTILITIES THAT HE MAY BE CROSSING OR PARALLELING TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. ANY CONFLICT OR DISCREPANCY SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION. OTHERWISE THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ANY COST OF REPLACEMENT, RELOCATION, OR ADDITIONAL COST OF CONSTRUCTION RELATED TO UTILITY CONFLICTS.
- CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS. THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

**LEGEND:**  
● PROJECT TRAFFIC SIGNAL

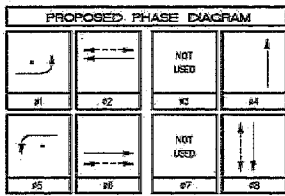
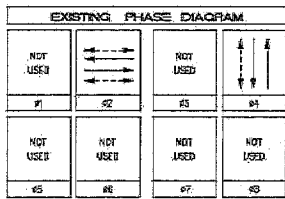
AGA Job No. : 127-003  
AGA File Name: 20AGAS15.DWG  
Draw Date: 2/15/2014  
Last Revision: 2/15/2014



<p>Underground Service Alert</p> <p>Call: TOLL FREE</p> <h1 style="font-size: 2em;">811</h1> <p>NO WORKING DAYS BEFORE YOU DIG</p>	<p><b>REVISIONS:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>APP.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	APP.													<p><b>REFERENCES:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION MARK NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	REVISION MARK NO.	DESCRIPTION							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED BY: R. PERALES</td> <td>DATE: DEC '25</td> <td>CHECKED BY:</td> <td>DATE:</td> </tr> <tr> <td>DRAWN BY: R. PERALES</td> <td>DEC '25</td> <td>APPROVED BY:</td> <td></td> </tr> <tr> <td>RECORDED BY:</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">                 JENNIFER RODRIGUEZ, TRANSPORTATION SERVICES MANAGER, T.E. 2791             </td> </tr> <tr> <td colspan="4" style="text-align: center;">                 APPROVED BY:             </td> </tr> <tr> <td colspan="4" style="text-align: center;">                 BALAZS MESA 127 ENGINEER, P.E. 50338             </td> </tr> </table>	DESIGNED BY: R. PERALES	DATE: DEC '25	CHECKED BY:	DATE:	DRAWN BY: R. PERALES	DEC '25	APPROVED BY:		RECORDED BY:				JENNIFER RODRIGUEZ, TRANSPORTATION SERVICES MANAGER, T.E. 2791				APPROVED BY:				BALAZS MESA 127 ENGINEER, P.E. 50338				<p><b>TRAFFIC SIGNAL MODIFICATION PLAN</b></p> <p><b>TITLE SHEET</b></p> <p><b>CITY OF COSTA MESA</b> DEPARTMENT OF PUBLIC SERVICES / TRANSPORTATION DIVISION</p>	<p><b>SHEET</b> <b>1 of 2</b></p> <p>PLAN NUMBER</p>
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DESIGNED BY: R. PERALES	DATE: DEC '25	CHECKED BY:	DATE:																																																		
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RECORDED BY:																																																					
JENNIFER RODRIGUEZ, TRANSPORTATION SERVICES MANAGER, T.E. 2791																																																					
APPROVED BY:																																																					
BALAZS MESA 127 ENGINEER, P.E. 50338																																																					

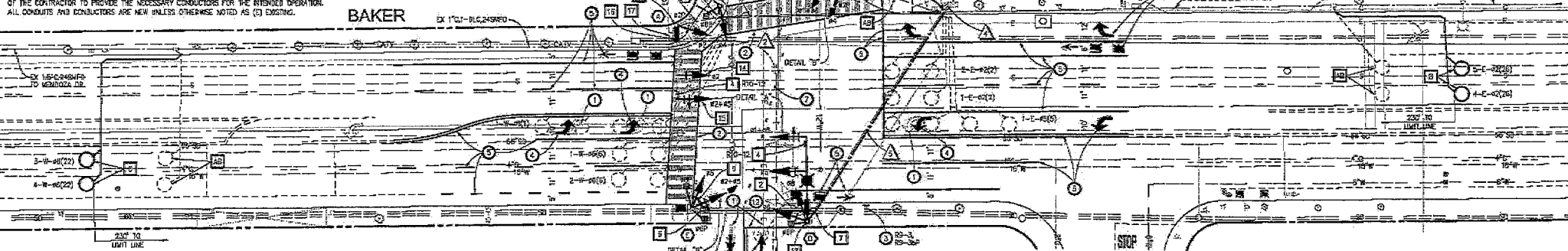
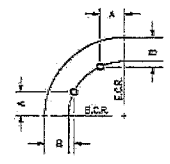
CONDUCTOR		SCHEDULE										
AWG SIZE, WIRE OR CABLE TYPE	STD	PHASES	CONDUIT SIZE AND RUN									
			1" (1-1)	1 1/2" (1-1)	2" (1-1)	2 1/2" (1-1)	3" (1-1)	3 1/2" (1-1)	4" (1-1)	4 1/2" (1-1)	5" (1-1)	6" (1-1)
12 WIRE CONDUCTOR CABLE 11-254	①	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
	②	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
	③	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
	④	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
3 WIRE CONDUCTOR CABLE	①	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
	②	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
TYPE B D.L.C.	①	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
	②	WAS, WSP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"
③	GROUND	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"	
④	LUMINAIRE	2 1/2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	5 1/2"	6"	6 1/2"	
⑤	ISIS	2 1/2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	5 1/2"	6"	6 1/2"	
⑥	125AMP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"	
⑦	125AMP	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"	
⑧	PERCENT FULL	1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"	
CONDUIT SIZES (INCHES)			1 1/2"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"

CONDUCTOR SCHEDULE IS FURNISHED AS A GUIDE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION. ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED AS (E) EXISTING.



POLE		SCHEDULE											
No.	TYPE	STANDARD		LUMINAIRE	ISIS	SIGNAL MOUNTING				PUSH-PERMISSIVE	PLACEMENT	REMARKS	
		HGT.	SEC. DIA.			VEHICLE	VEHICLE	VEHICLE	VEHICLE				
①	15-2-TB	30'	30'	12"	10S	BA00	SH00	MAS-34(N)	MAS(N)	SY-1-T(N)	SP-1-T	SH(N)	EXISTING
②	1-A	10'	-	-	-	-	-	SY-1-T(N)	SP-1-T(N)	SH(N)	SH(N)	7' 3"	
③	15TS(N)	10'	-	15(N)	10S(N)	-	-	SY-2-T(N)	SP-1-T(N)	SH(N)	SH(N)	10' 3"	
④	24-1-100(N)	30'	30(N)	10(N)	10S(N)	BA00	SH00	MAS-34(N)	MAS(N)	SY-2-T(N)	SP-1-T(N)	SH(N)	-7' 7.5"
⑤	1-A	10'	-	-	-	-	-	SY-2-T(N)	SP-2-T(N)	SH(N)	SH(N)	EXISTING	

ALL EQUIPMENT IS EXISTING UNLESS NOTED AS NEW (N) OR RELOCATE (R). LED LUMINAIRE HEADS WILL BE CITY FURNISHED.  
 \*\*PEDESTRIAN PUSH BUTTONS SHALL BE ACCESSIBLE PEDESTRIAN SIGNALS (APS) TYPE.  
 POLE PLACEMENT DIMENSIONS SHOWN FOR REFERENCE ONLY. EXACT LOCATION OF TRAFFIC SIGNAL POLES SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.



**CONSTRUCTION NOTES:**

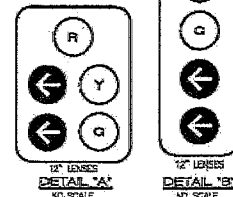
- REUSE EXISTING TYPE F-44 CABINET ASSEMBLY COMPLETE WITH COSALI CONTROLLER UNIT. REFORMAT EXISTING DETECTOR LOOP CABLES (D.L.C.) FOR INTENDED OPERATION. SEE SPECIAL PROVISIONS. FURNISH AND INSTALL FIVE (5) NEW LOAD SWITCHES FOR INTENDED SIGNAL PHASING. REPAIR CABINET AS NECESSARY.
- REMOVE AND SALVAGE EXISTING 18-3-70 TRAFFIC SIGNAL STANDARD COMPLETE. REMOVE EXISTING FOUNDATION. RELOCATE EXISTING LED, SAFETY LIGHT HEAD TO NEW POLE.
- REMOVE EXISTING SY-2-T MOUNTING AND VEHICLE HEADS. FURNISH AND INSTALL NEW SY-1-T MOUNTING AND NEW 3-SECTION (R,Y,G) VEHICLE HEAD OR EXISTING TRAFFIC SIGNAL POLE.
- FURNISH AND INSTALL SIGN ON SIGNAL MAST ARM OR STANDARD AS SHOWN PER ON MUTED AND CALTRANS STANDARD PLAN ES-7N, DETAIL U.
- FURNISH AND INSTALL NEW JS PULL BOX.
- REPLACE EXISTING PULL BOX WITH NEW JS PULL BOX.
- REPLACE EXISTING PULL BOX WITH NEW JS PULL BOX.
- FURNISH AND INSTALL NEW TYPE E LOOP DETECTOR.
- REMOVE AND SALVAGE EXISTING TYPE 1-A TRAFFIC SIGNAL STANDARD COMPLETE. REMOVE EXISTING FOUNDATION. CONSTRUCT NEW CURB RAMP PER CALTRANS STANDARD PLAN JBSA, CASE A.
- FURNISH AND INSTALL NEW TYPE 15TS STANDARD ON NEW FOUNDATION COMPLETE WITH NEW EQUIPMENT AS SHOWN (SEE POLE SCHEDULE).
- FURNISH AND INSTALL NEW TYPE 24 STANDARD ON NEW FOUNDATION COMPLETE WITH NEW EQUIPMENT AS SHOWN (SEE POLE SCHEDULE). PROTECT IN PLACE EXISTING BLOCK WALL.
- FURNISH AND INSTALL NEW TYPE 1-A TRAFFIC SIGNAL STANDARD ON NEW FOUNDATION COMPLETE WITH NEW EQUIPMENT AS SHOWN (SEE POLE SCHEDULE).
- CONSTRUCT NEW 4" P.C.C. SIDEWALK AS SHOWN PER CITY OF COSTA MESA STANDARD DRAWING NO. 411. COORDINATE WITH UTILITY COMPANIES TO ADJUST ANY WALLS TO GRABE.
- FURNISH AND INSTALL NEW 3-SECTION (R,Y,G) VEHICLE HEAD ON EXISTING TRAFFIC SIGNAL MAST ARM. UTILIZE EXISTING MAST ARM TOWER.
- REMOVE EXISTING 3-SECTION (R,Y,G) VEHICLE HEAD FROM EXISTING TRAFFIC SIGNAL MAST ARM. FURNISH AND INSTALL NEW 5-SECTION VEHICLE HEAD FOR DETAIL "A" ON EXISTING MAST ARM.

**CONSTRUCTION NOTES (CONTINUED):**

- FURNISH AND INSTALL NEW ISIS MAST ARM ON EXISTING TRAFFIC SIGNAL POLE SHAFT. RELOCATE EXISTING ISIS TO NEW ISIS MAST ARM.
- REMOVE AND SALVAGE EXISTING PEDESTRIAN HEAD AND MOUNTING COMPLETE.

**SIGNING AND STRIPING NOTES (THIS SHEET):**

- REMOVE, BY NET SAWCUTTING OR SPINDING, ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS INCLUDING BANDED PAVEMENT MARKERS.
- INSTALL LADDER CROSSBARS PER CALTRANS STANDARD PLAN A24F WITH 2" BARS AND 2" SPACING.
- FURNISH AND INSTALL SIGN AND POST AS SHOWN.
- INSTALL TYPE I (L), TYPE IV (L) OR (R) ARROW PER CALTRANS STANDARD PLAN A24A.
- REFRESH NON-CONFLICTING STRIPING AND PAVEMENT MARKINGS IN-ROAD WITHIN 100' OF INTERSECTION BORDER ON ALL APPROACHES.
- INSTALL 4" DOUBLE YELLOW STRIPE PER CALTRANS STANDARD PLAN A20A, DETAIL 22.
- INSTALL 4" CENTER LINE EXTENSION PER CALTRANS STANDARD PLAN A20B, DETAIL 41.



Underground Service Alert Call: TOLL FREE <b>811</b> NO WORKING DAYS BEFORE YOU DIG	<b>REVISIONS</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>APP.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	APP.					<b>REFERENCES</b> <table border="1"> <thead> <tr> <th>BENCH MARK NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	BENCH MARK NO.	DESCRIPTION			DESIGNED BY: R. PERALES DRAWN BY: R. PERALES RECOMMENDED BY: APPROVED BY: JENIFER ROSALES, TRANSPORTATION SERVICES MANAGER, T.E. 2381 BAKER MESA CITY ENGINEER, R.C.E. 06300 F.E. SOL	DATE: JUN '24 CHECKED BY: APPROVED BY:		<b>TRAFFIC SIGNAL MODIFICATION PLAN</b> <b>BAKER STREET AND BABB STREET</b> <b>CITY OF COSTA MESA</b> DEPARTMENT OF PUBLIC SERVICES / TRANSPORTATION DIVISION	<b>SHEET 2 OF 2</b> PLAN NUMBER
	NO.	DATE	DESCRIPTION	APP.															
BENCH MARK NO.	DESCRIPTION																		

SCALE: 1" = 20'

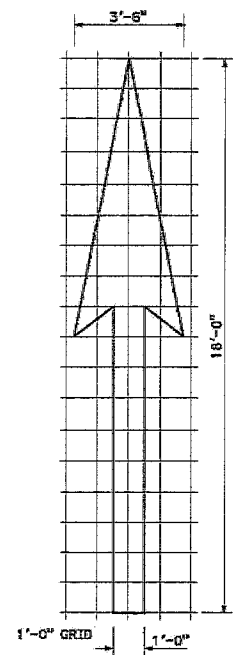
AGA Job No.: 127-006  
 AGA Title: Normal: BAKERSIGNALING  
 Print Date: 2/25/2024  
 Last Revision: 2/25/2024

**AGA** Engineers, Inc.  
 TRANSPORTATION CONSULTING ENGINEER  
 3110 AVENUE 100, SUITE 100, COSTA MESA, CA 92626

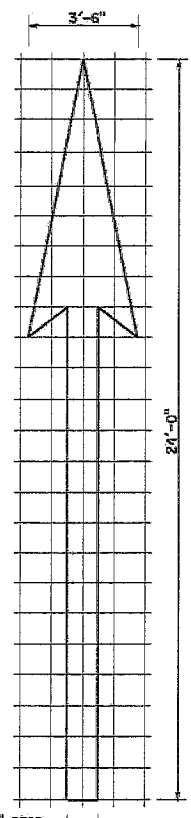
***SECTION “G”***

**APPENDIX “C”**

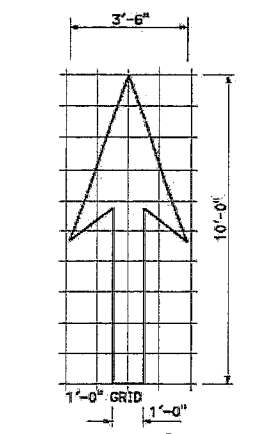
**CITY AND CALTRANS  
STANDARD DRAWINGS**



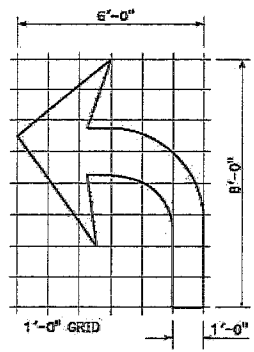
**TYPE I 18'-0" ARROW**



**TYPE I 24'-0" ARROW**

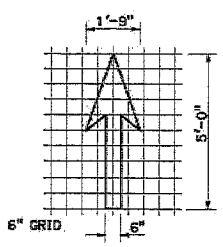


**TYPE I 10'-0" ARROW**

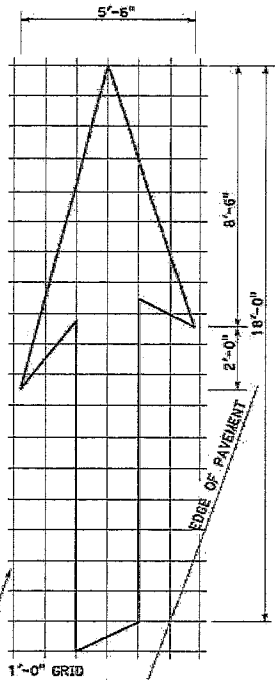


**TYPE IV (L) ARROW**  
For Type IV (R) arrow, use mirror image.

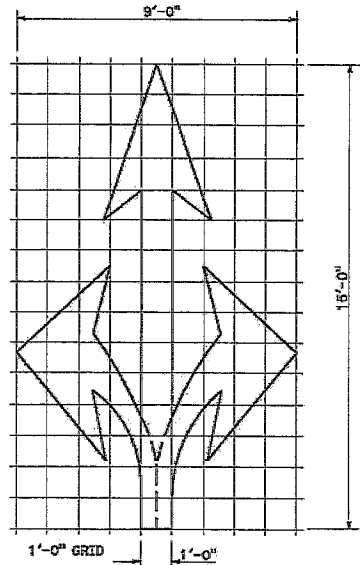
**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.



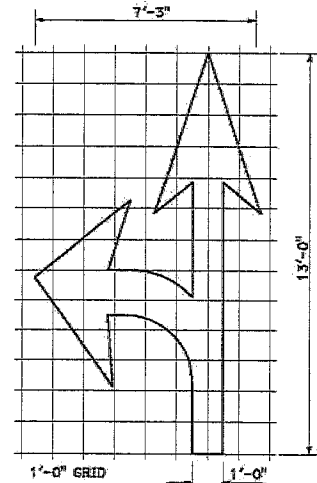
**BIKE LANE ARROW**



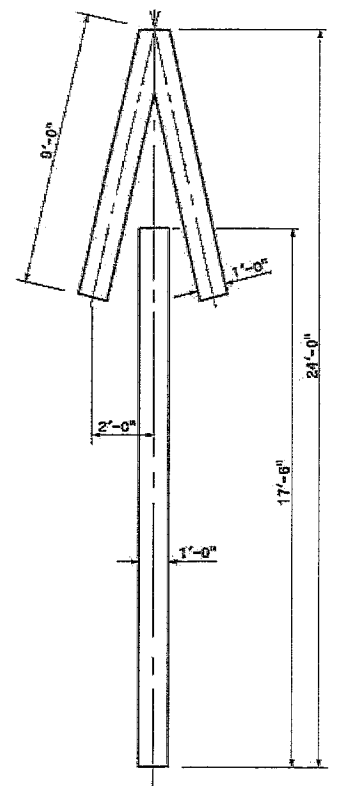
**TYPE VI ARROW**  
Right lane drop arrow.  
For left lane, use mirror image.



**TYPE VIII ARROW**



**TYPE VII (L) ARROW**  
For Type VII (R) arrow, use mirror image.



**TYPE V ARROW**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS**  
NO SCALE

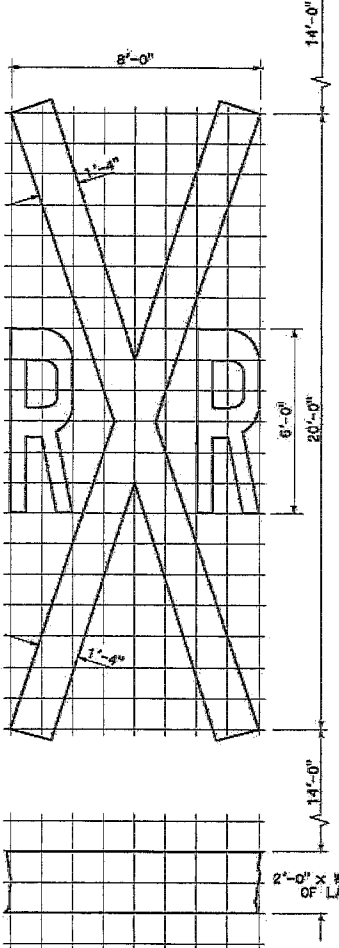
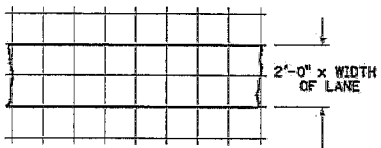
PLAN	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 May 1, 2023  
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SEAWARD COPIES OF THIS PLAN SHEET.

ZUCS STANDARD PLAN A24A

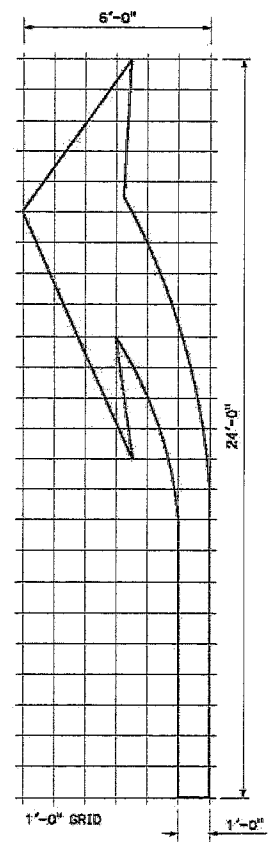
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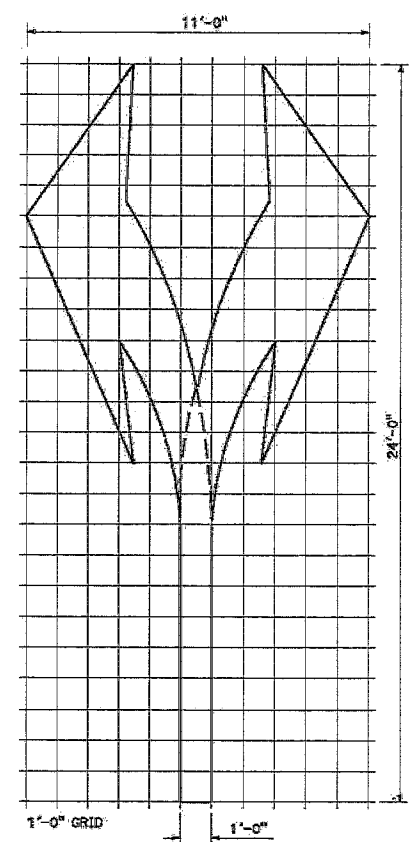
1'-0" GRID  
A=70 ft<sup>2</sup> \*

**RAILROAD CROSSING SYMBOL**

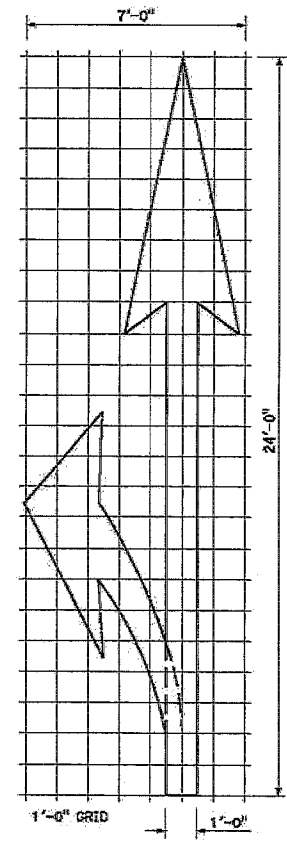
\* 70 ft<sup>2</sup> does not include the 2'-0" x variable width transverse lines.



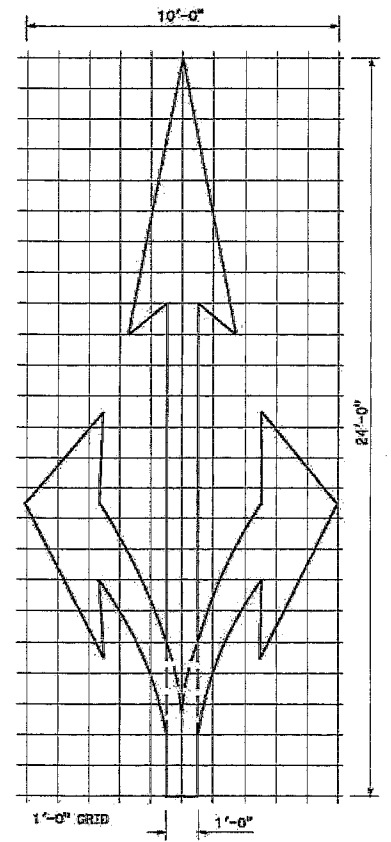
A=42 ft<sup>2</sup>  
**TYPE III (L) ARROW**  
For Type III (R) use mirror image.



A=73 ft<sup>2</sup>  
**TYPE III (B) ARROW**



A=45 ft<sup>2</sup>  
**TYPE II (L) ARROW**  
For Type II (R) use mirror image.



A=59 ft<sup>2</sup>  
**TYPE II (B) ARROW**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS AND SYMBOLS**  
NO SCALE

**A24B**

Dist.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	No. SHEETS

REGISTERED CIVIL ENGINEER

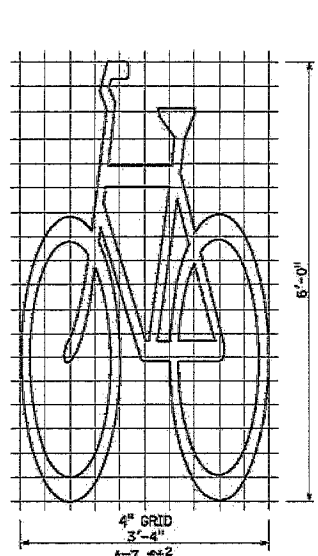
May 1, 2023  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA BY ITS OFFICERS OF AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

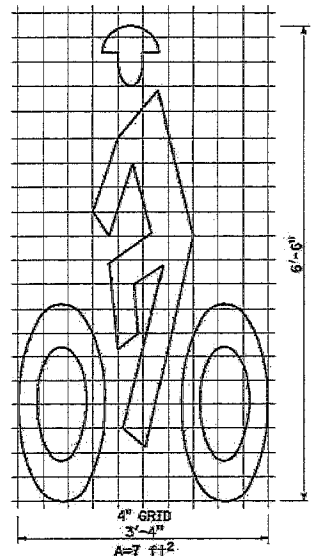


2023 STANDARD PLAN A24B

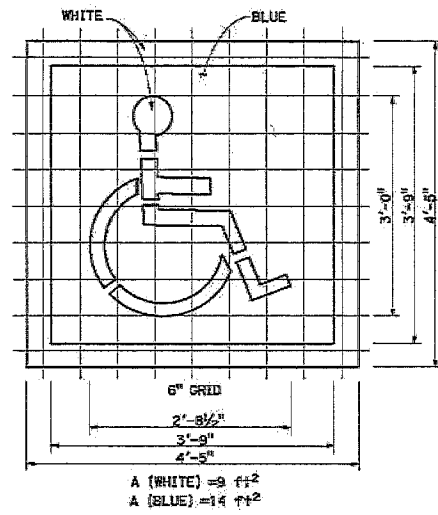
DIST. COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS
May 1, 2023 PLANS APPROVAL DATE			
<small>THE STATE OF CALIFORNIA OR ITS OFFICES OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>			



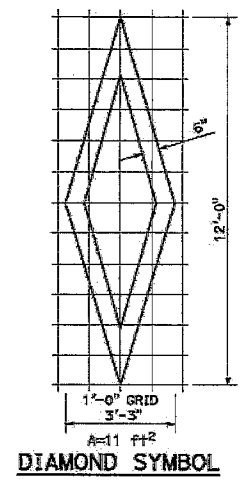
**BIKE LANE SYMBOL  
WITHOUT PERSON**



**BIKE LANE SYMBOL  
WITH PERSON**

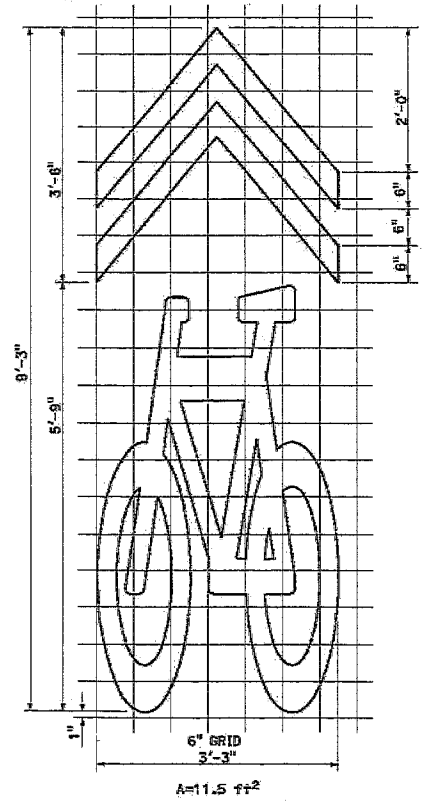


**INTERNATIONAL SYMBOL OF  
ACCESSIBILITY (ISA) MARKING**

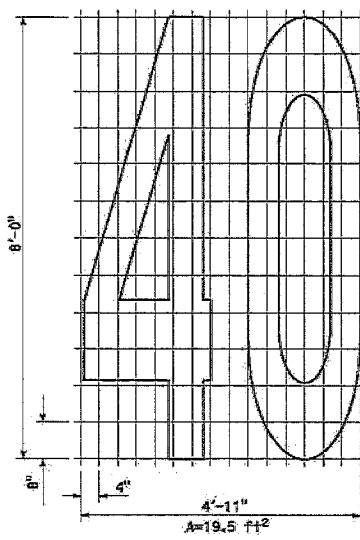
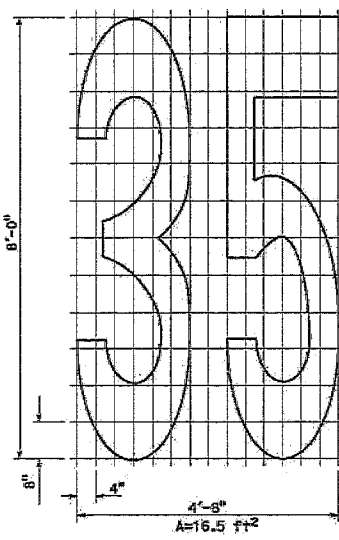
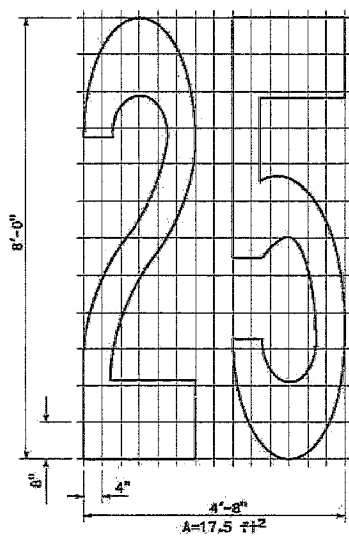


**DIAMOND SYMBOL**

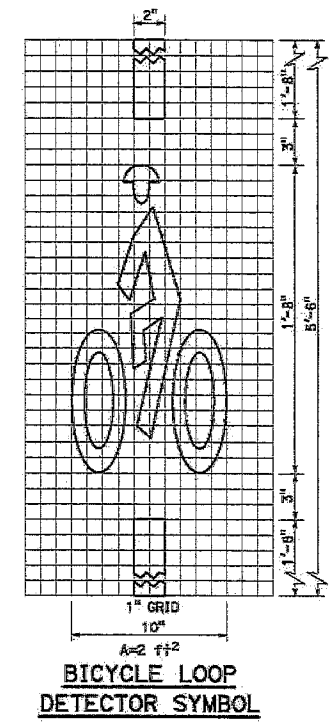
**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.



**SHARED ROADWAY BICYCLE MARKING**



**NUMERALS**

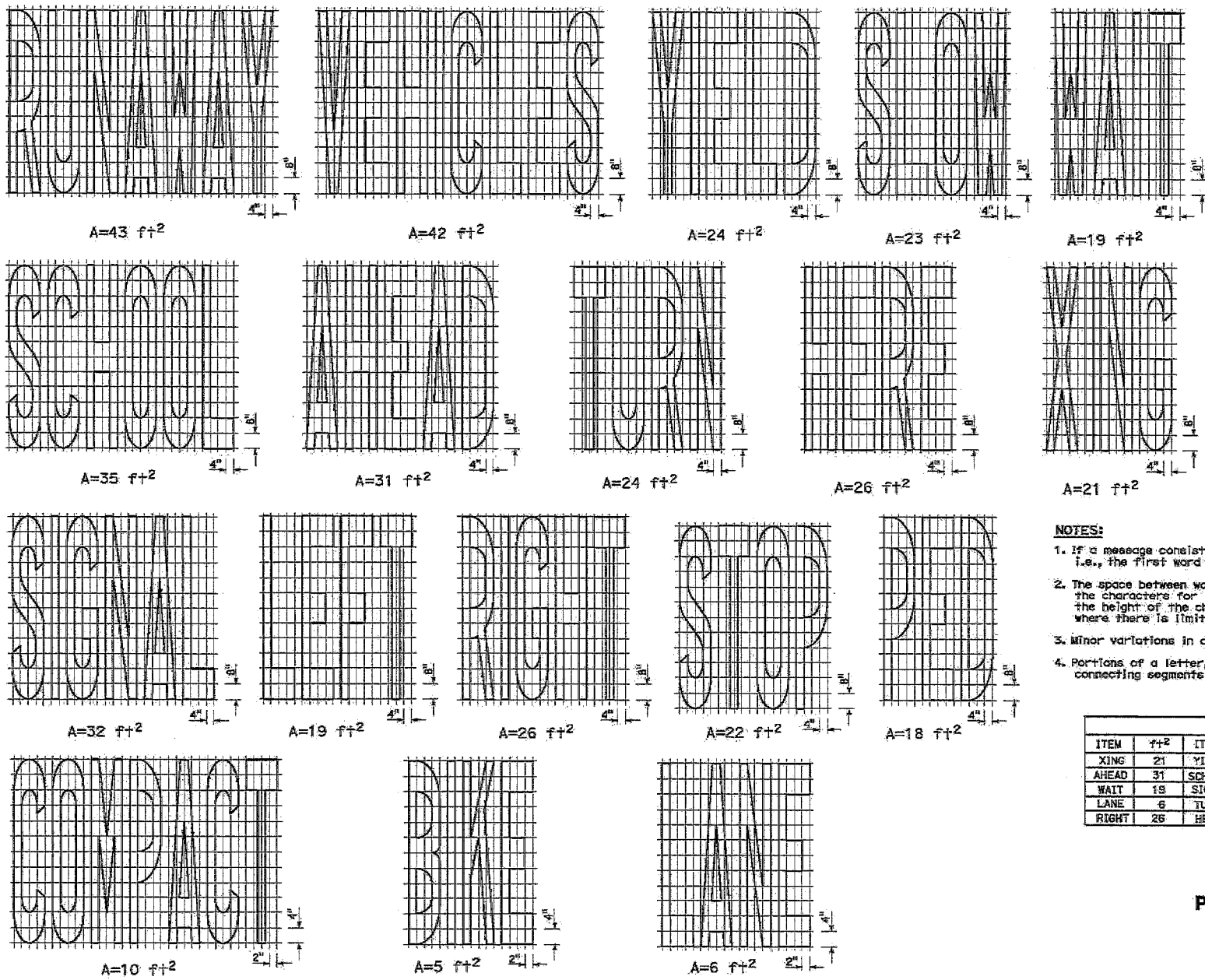


**BICYCLE LOOP  
DETECTOR SYMBOL**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
SYMBOLS AND NUMERALS**  
NO SCALE

**A24C**

ZUCS STANDARD PLAN A24C



Dist.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SEAWORN COPIES OF THIS PLAN SHEET.

Yuse Wang  
202002  
Exp. 3-31-24  
S.W.  
STATE OF CALIFORNIA

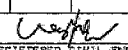
**NOTES:**

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

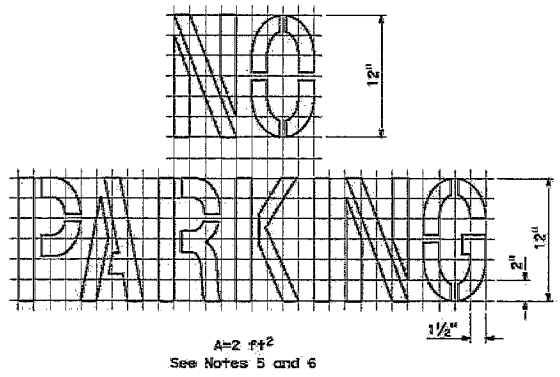
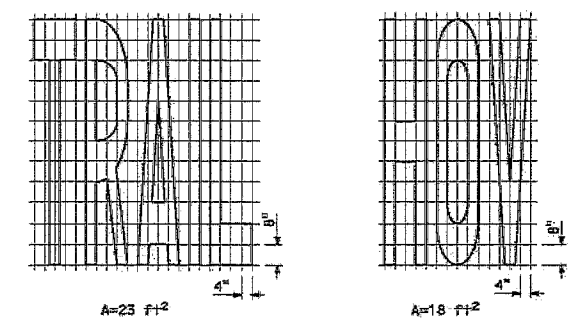
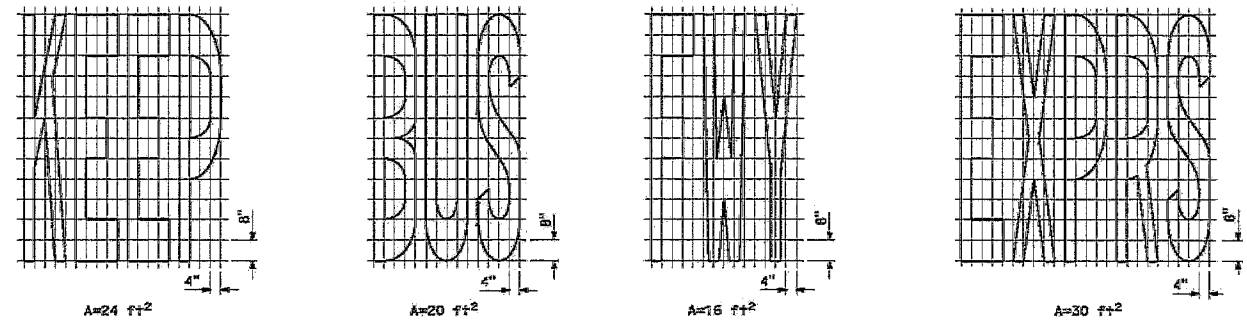
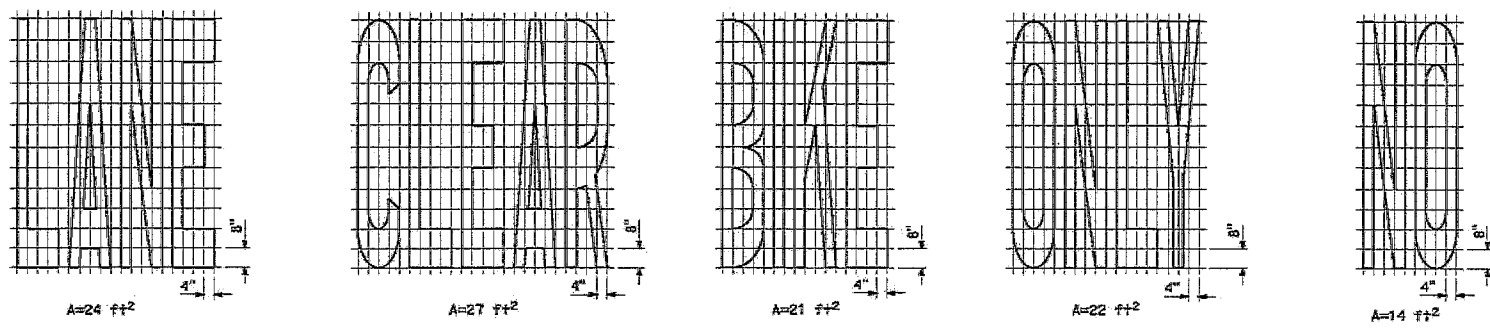
WORD MARKINGS							
ITEM	ft+2	ITEM	ft+2	ITEM	ft+2	ITEM	ft+2
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	18	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS**  
**WORDS**  
NO SCALE



DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
 REGISTERED CIVIL ENGINEER				
May 1, 2023 PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SEPARATE COPIES OF THIS PLAN SHEET.				

REGISTERED PROFESSIONAL ENGINEER  
 THE BOARD  
 CIVIL ENGINEERS  
 Exp. 12-31-24  
 S.H.H.  
 STATE OF CALIFORNIA



- NOTES:**
1. If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
  2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
  3. Minor variations in dimensions may be accepted by the Engineer.
  4. Portions of a letter, number, or symbol may be separated by connecting segments not to exceed 2" in width.
  5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
  6. The words "NO PARKING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

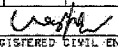

WORD MARKINGS			
ITEM	SOFT	ITEM	SOFT
LANE	24	NO	14
CLEAR	27	BIKE	21
KEEP	24	BUS	20
HOV	18	ONLY	22
TRAIL	23	FWY	16
EXPRS	30		

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS**  
**WORDS**  
NO SCALE

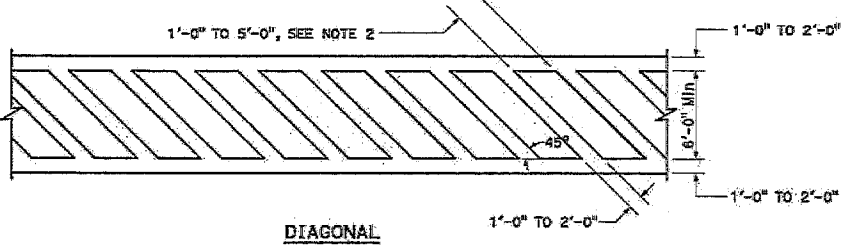
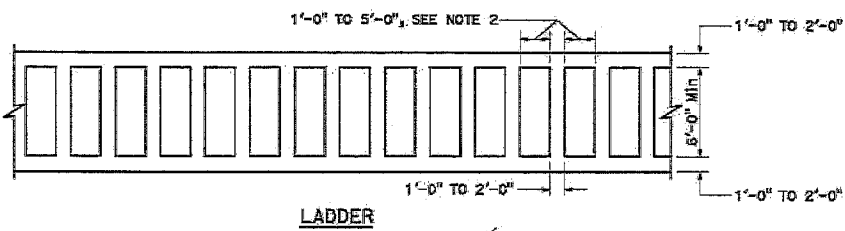
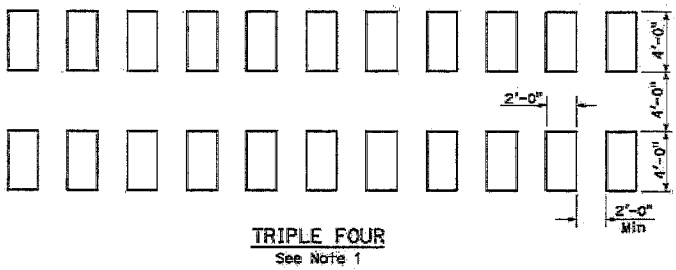
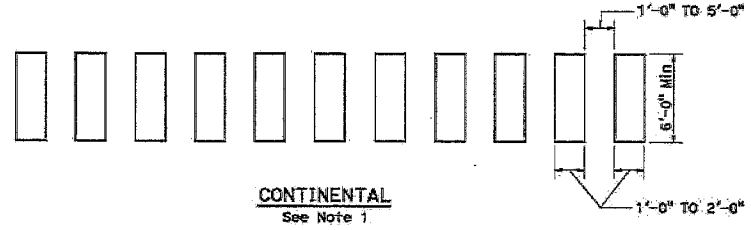
**A24E**

2023 STANDARD PLAN A24E

23

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
 REGISTERED CIVIL ENGINEER					
<b>May 1, 2023</b> PLANS APPROVAL DATE					
					
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SEVERAL COPIES OF THIS PLAN SHEET.</small>					

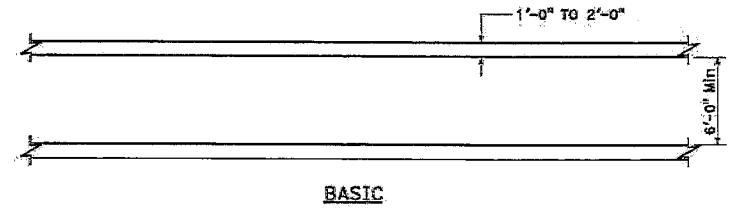
2023 STANDARD PLAN A24F



**HIGHER VISIBILITY CROSSWALKS**

**NOTES:**

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

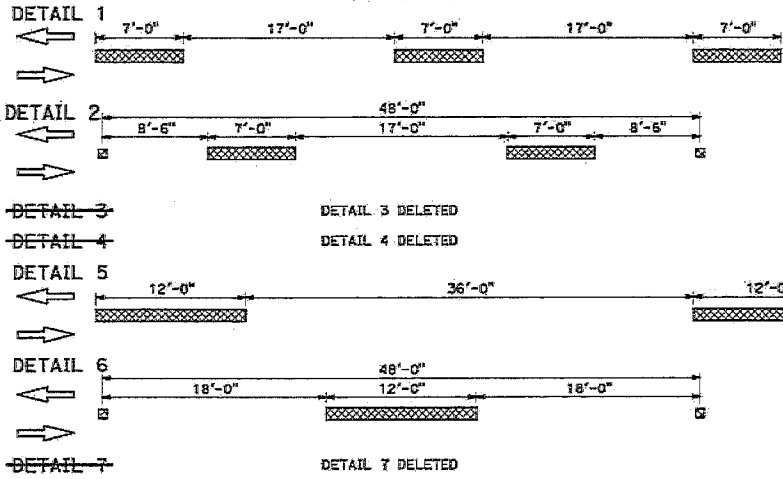


STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
CROSSWALKS**  
NO SCALE

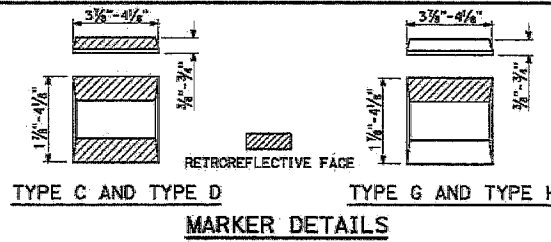
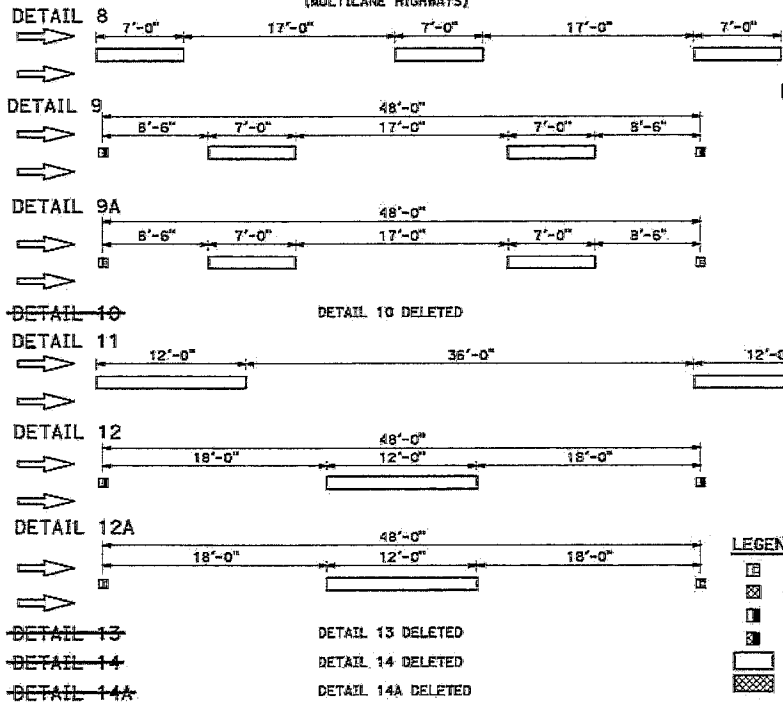
**A24F**

24

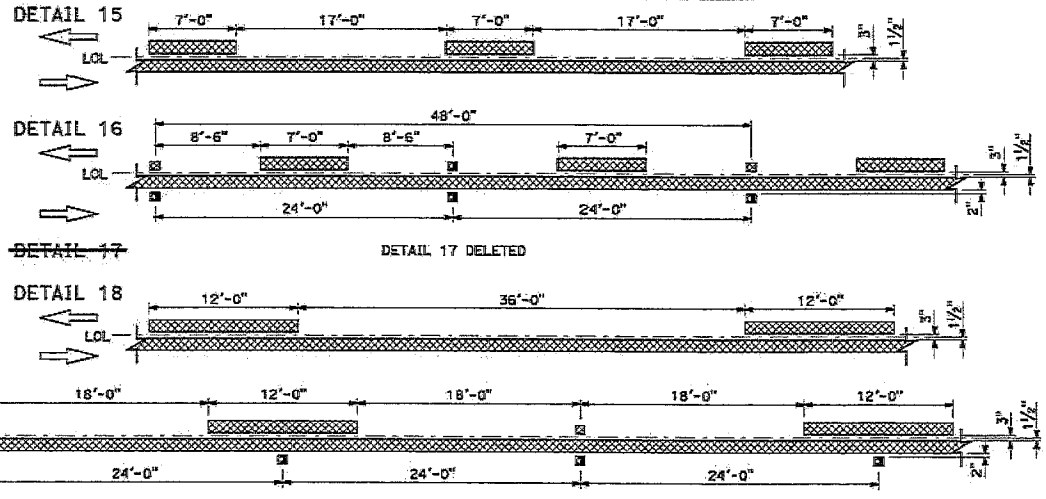
**CENTERLINES**  
(2 LANE HIGHWAYS)



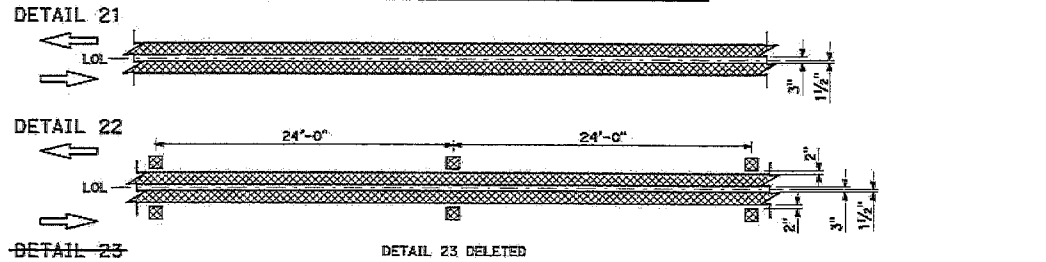
**LANE LINES**  
(MULTILANE HIGHWAYS)



**NO PASSING ZONES - ONE DIRECTION**



**NO PASSING ZONES - TWO DIRECTION**



- LEGEND:**
- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
  - ▣ TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
  - ▤ TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
  - ▥ TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
  - ▭ 6" WHITE LINE
  - ▨ 6" YELLOW LINE

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 May 1, 2023  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS AND TRAFFIC LINES**  
 TYPICAL DETAILS  
 NO SCALE

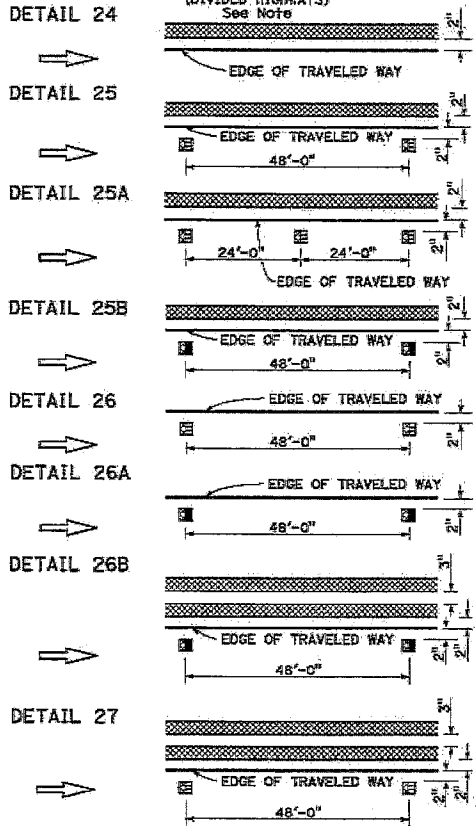
**A20A**

2023 STANDARD PLAN A20A

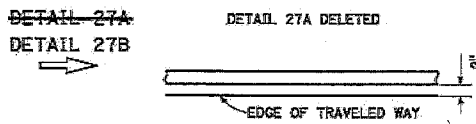
12

**LEFT EDGE LINES**

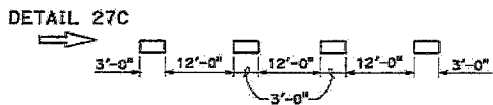
(DIVIDED HIGHWAYS)  
See Note



**RIGHT EDGE LINES**

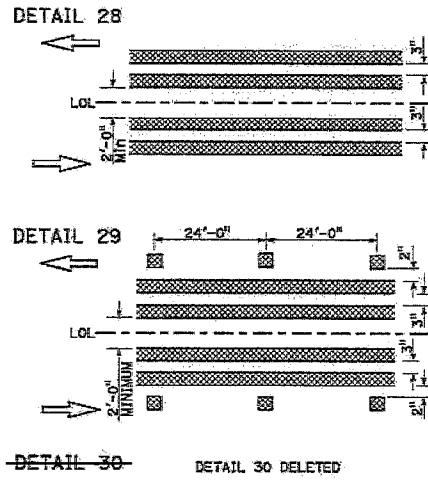


**RIGHT EDGE LINE EXTENSION THROUGH INTERSECTIONS**

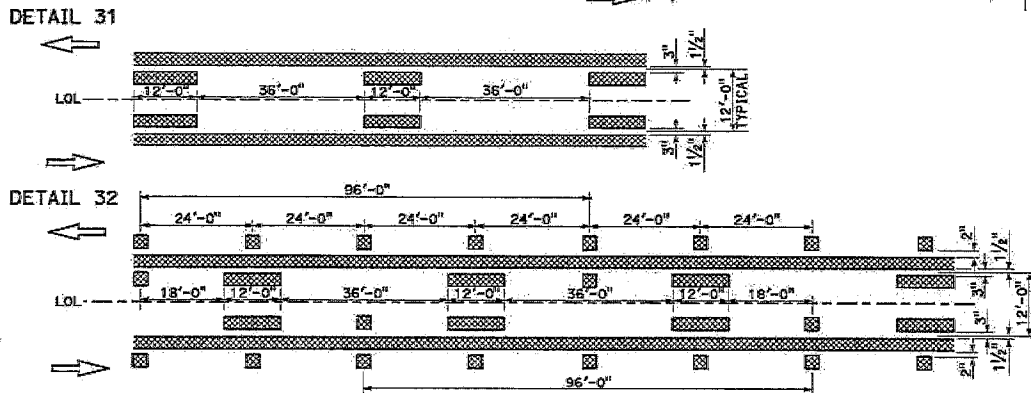


**LEFT EDGE LINES NOTE:**  
On freeways use traffic stripe details with Type RY markers.

**MEDIAN ISLANDS**



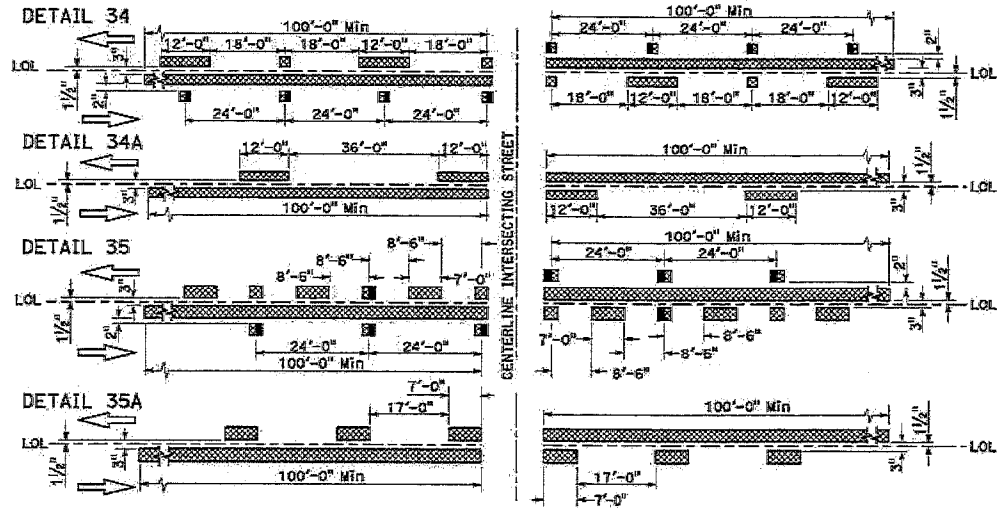
**TWO-WAY LEFT TURN LANES**



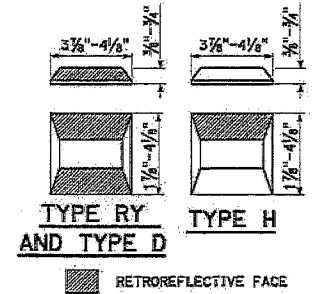
**LEGEND:**

- TYPE D-TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE H-ONE-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE RY-RED-YELLOW RETROREFLECTIVE MARKER
- 6" WHITE LINE
- 6" YELLOW LINE

**INTERSECTION TREATMENTS**



**MARKER DETAILS**



**TYPE RY AND TYPE D**      **TYPE H**

RETROREFLECTIVE FACE

**PAVEMENT MARKERS AND TRAFFIC LINES**  
**TYPICAL DETAILS**

NO SCALE

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

MOY 1, 2023

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PROFESSIONAL ENGINEER

Yue Wang

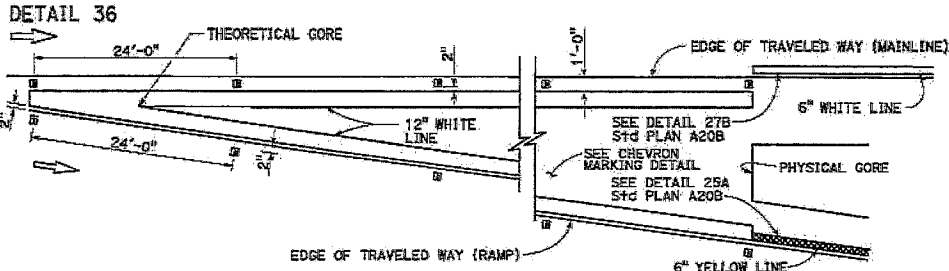
REG. NO. 62069

Exp. 8-31-24

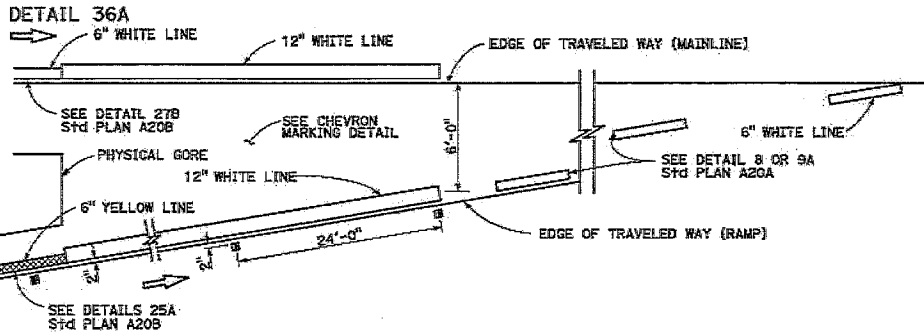
STATE OF CALIFORNIA

2025 STANDARD PLAN AZ05

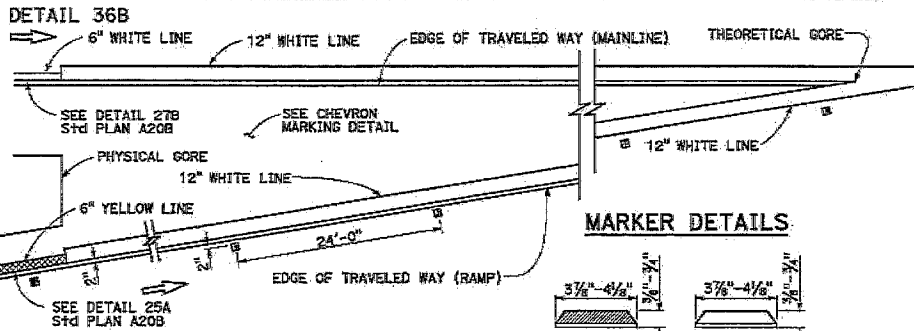
**EXIT RAMP NEUTRAL AREA (GORE) TREATMENT**



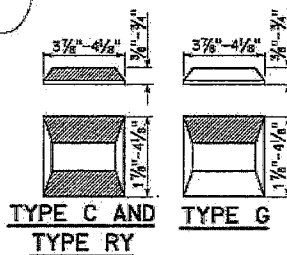
**ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT**



**ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT**



**MARKER DETAILS**



**LEGEND:**

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER

RETROREFLECTIVE FACE

**NOTES:**

Install a minimum of 1 chevron in the gore area. If at least 1 chevron will not fit into the gore area, do not install chevrons. Terminate chevron markings at physical gore.

Gore area chevron pavement markings shown. For Exit and Entrance Ramp channelizing lines details, see Details 36, 36A, and 36B.

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

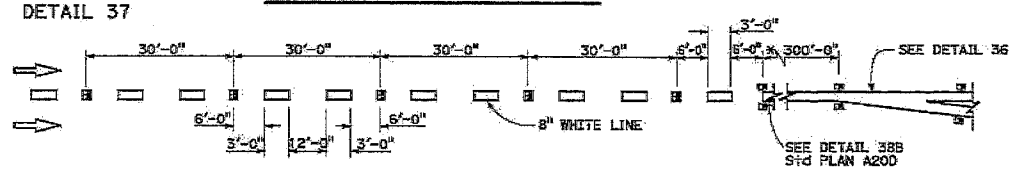
REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

May 1, 2023

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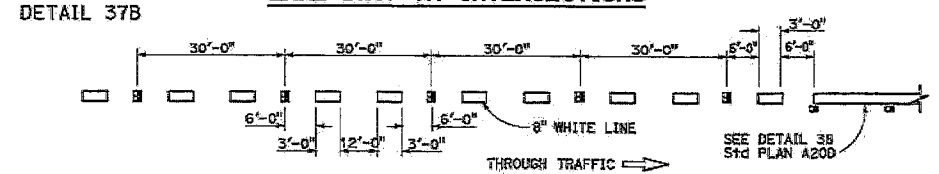
**LANE DROP AT EXIT RAMP**



\* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

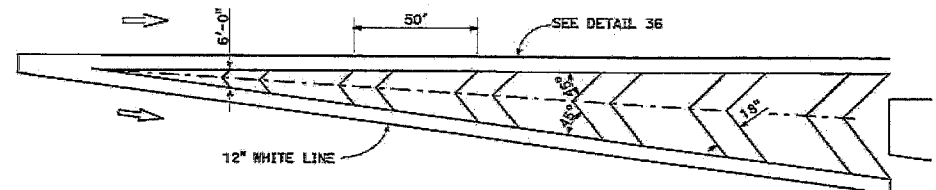
~~DETAIL 37A~~ DETAIL 37A DELETED

**LANE DROP AT INTERSECTIONS**

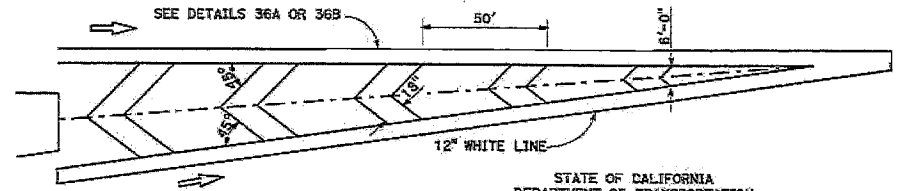


~~DETAIL 37C~~ DETAIL 37C DELETED

**CHEVRON PAVEMENT MARKINGS AT EXIT RAMP GORE AREA**



**CHEVRON PAVEMENT MARKINGS AT ENTRANCE RAMP GORE AREA**



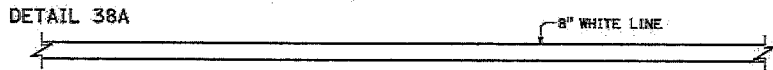
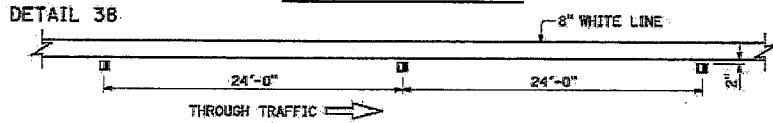
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS AND TRAFFIC LINES**  
TYPICAL DETAILS  
NO SCALE

**A20C**

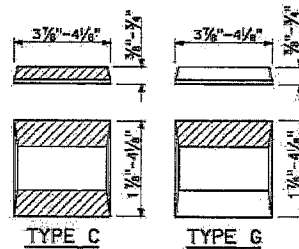
2023 STANDARD PLAN A20C

14

**CHANNELIZING LINE**



DETAIL 38C  
 DETAIL 38C DELETED

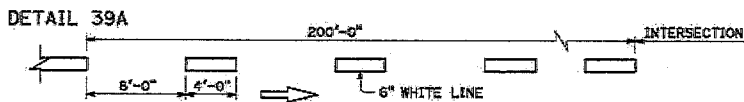


RETROREFLECTIVE FACE  
**MARKER DETAILS**

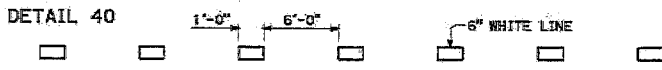
**BIKE LANE LINE**



**INTERSECTION LINE  
 BIKE LANE**

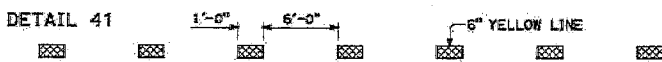


**LANE LINE EXTENSIONS THROUGH INTERSECTIONS**

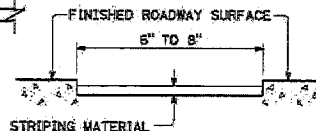


DETAIL 40A  
 DETAIL 40A DELETED

**CENTERLINE EXTENSIONS THROUGH INTERSECTIONS**



DETAIL 41A  
 DETAIL 41A DELETED



**DETAIL FOR RECESSED  
 TRAFFIC STRIPE**

See Notes A and B

**RECESSED NOTES:**

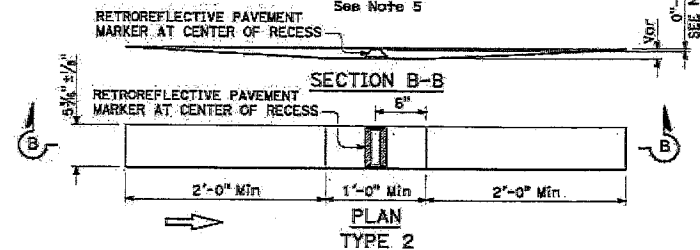
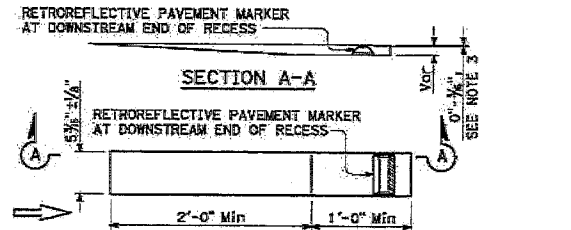
- A. See typical traffic line details for pavement marking patterns.
- B. See Standard Specifications for recess depth and recess striping material thickness.

**LEGEND:**

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- 6" YELLOW LINE

Dist. COUNTY	ROUTE	POST MILES	SHEET	TOTAL
		TOTAL PROJECT	No.	SHEETS

REGISTERED CIVIL ENGINEER  
 May 1, 2023  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

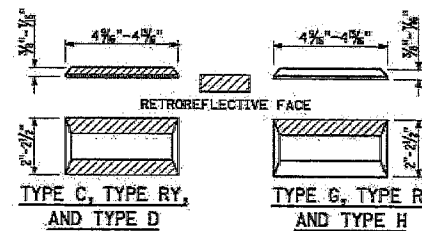


**RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER**

See Note 4

**RECESSED MARKER NOTES:**

1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0" to 1/8" below the pavement surface.
4. Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recesses for pavement markers with two-way retroreflective face.
5. For exit ramps, use Type 1 recess for Type B markers with one-way retroreflective face. Reverse the orientation of the recess and place the marker at the upstream end of the recess.



**RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION**

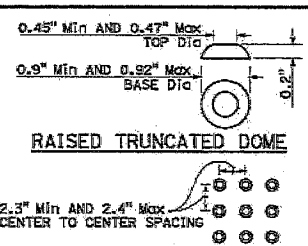
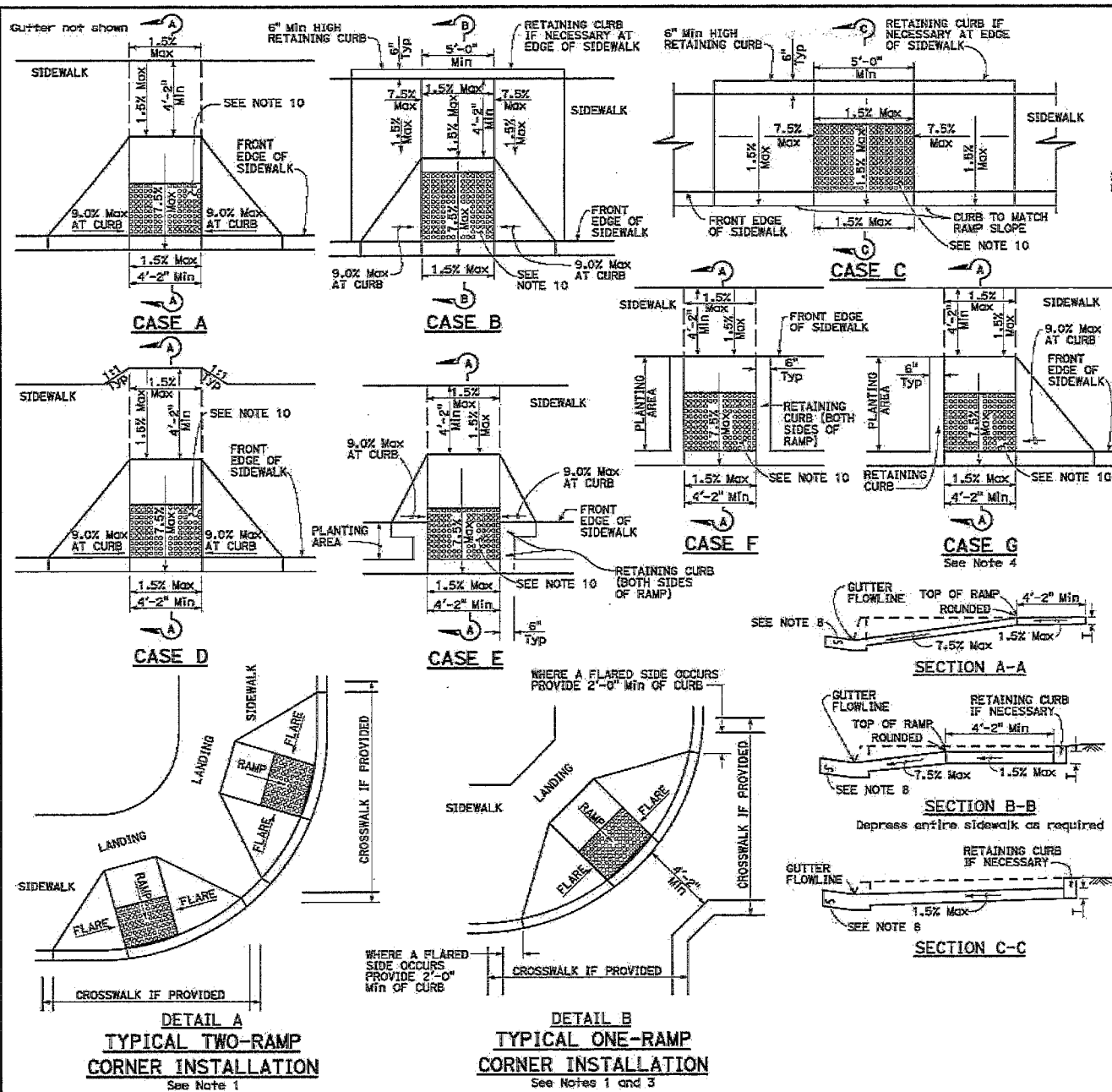
See Notes 1 and 2

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS AND TRAFFIC LINES  
 TYPICAL DETAILS**

NO SCALE

**A20D**

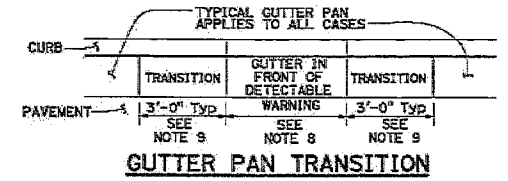
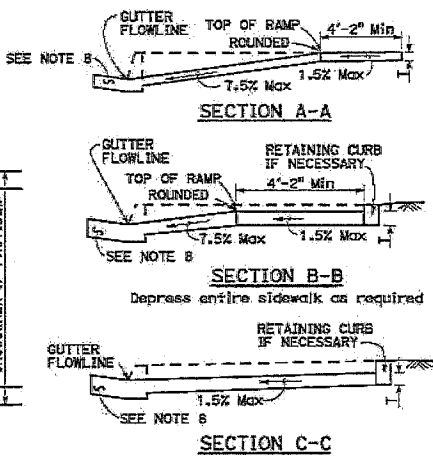
2023 STANDARD PLAN A20D



014	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

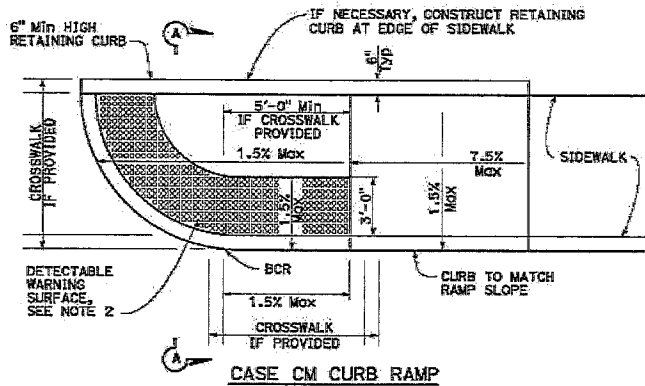
*Remond*  
REGISTERED CIVIL ENGINEER  
May 1, 2023  
PLANS APPROVAL DATE  
024415  
12-31-22  
REBECCAH LYNN MERRY  
PROFESSIONAL SEAL  
STATE OF CALIFORNIA

- NOTES:**
- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
  - If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C, or may be widened as in Case D.
  - When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
  - As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
  - The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
  - Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
  - The adjacent surfaces of transitions of curb ramps to walks, gutters, and streets shall be at the same level.
  - Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
  - Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
  - The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
  - Sidewalk and ramp thickness "T", shall be 3/2" minimum.
  - Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
  - Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

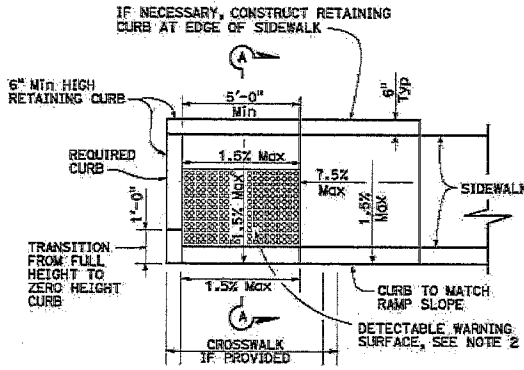


STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CURB RAMP DETAILS**  
NO SCALE

Gutter not shown



CASE CM CURB RAMP



CASE CH CURB RAMP

**NOTES:**

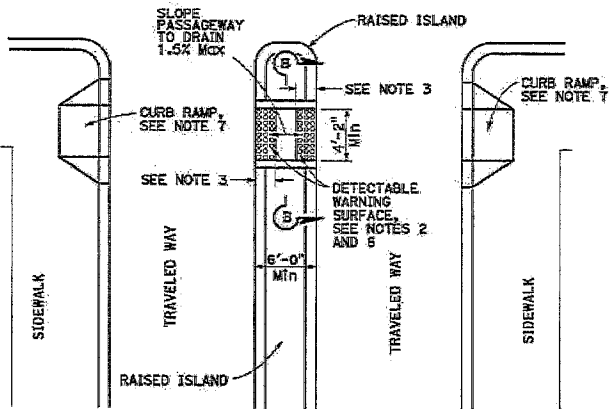
1. Sidewalk, ramp and passageway thickness "T", shall be 3/4" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

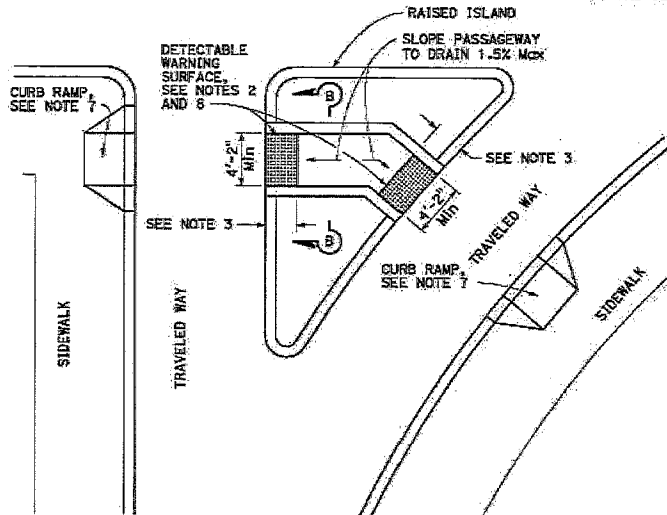
REGISTERED CIVIL ENGINEER  
 Rebecca Lynn Henry  
 No. CS9415  
 Exp. 12-31-22  
 STATE OF CALIFORNIA

PLANS APPROVAL DATE  
 May 1, 2023

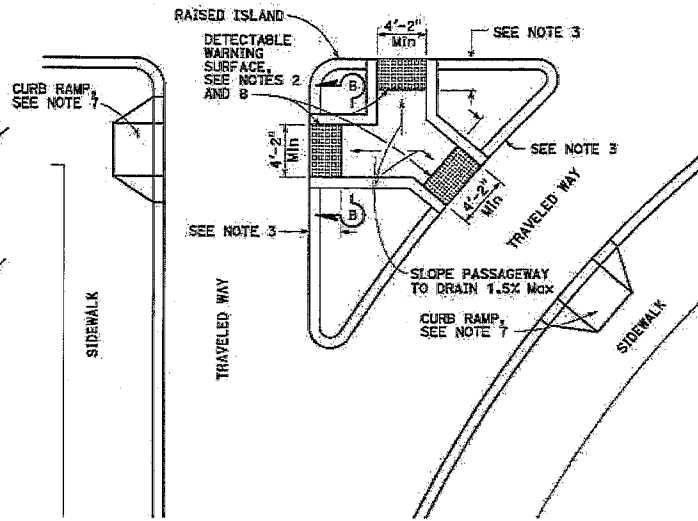
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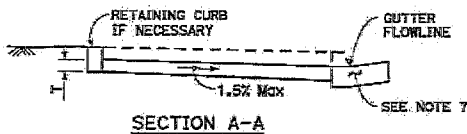
TYPE A PASSAGEWAY



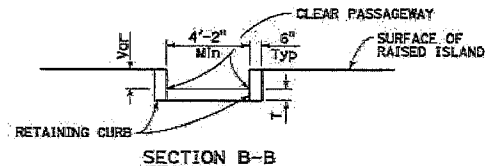
TYPE B PASSAGEWAY



TYPE C PASSAGEWAY



SECTION A-A



SECTION B-B

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**CURB RAMP AND  
 ISLAND PASSAGEWAY DETAILS**  
 NO SCALE

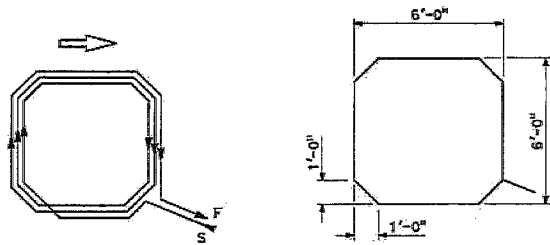
A88B

2023 STANDARD PLAN A88B

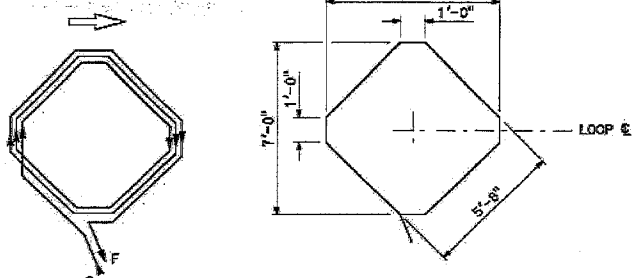
169



CDIST COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS
<i>Ormar Mendoza</i> REGISTERED CIVIL ENGINEER			
May 1, 2023 PLANS APPROVAL DATE			
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>			

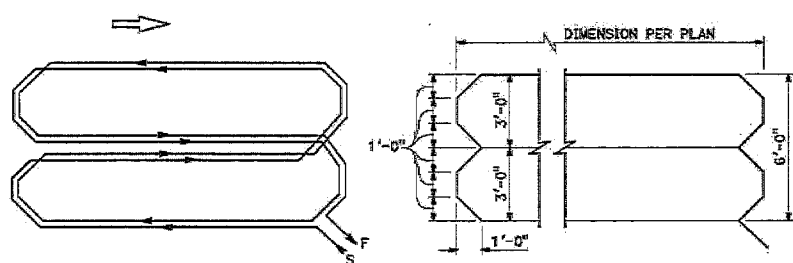


WINDING DETAIL  
SAW CUT DETAIL  
**TYPE A LOOP DETECTOR CONFIGURATION**

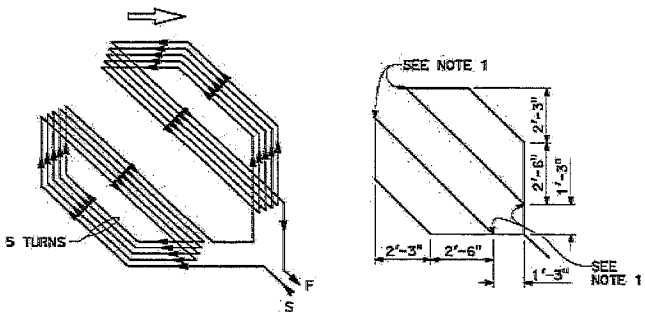


WINDING DETAIL  
SAW CUT DETAIL  
**TYPE B LOOP DETECTOR CONFIGURATION**

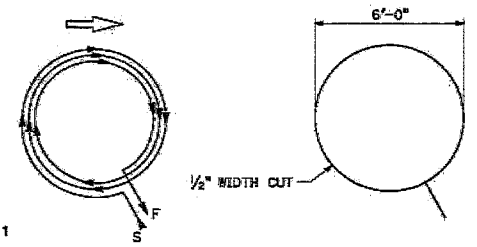
- NOTES:**
1. Round corners of acute angle saw cuts to prevent damage to conductors.
  2. Typical distance separating loops from edge is 10' for Type A, B, D, E, and F installation in single lane.
  3. Use Type D and F loops for limit line detection and bicycle lanes.



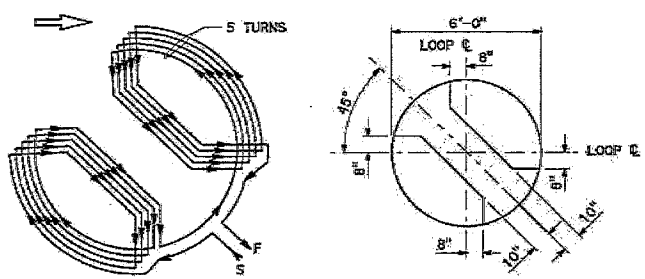
WINDING DETAIL  
SAW CUT DETAIL  
**TYPE C LOOP DETECTOR CONFIGURATION**



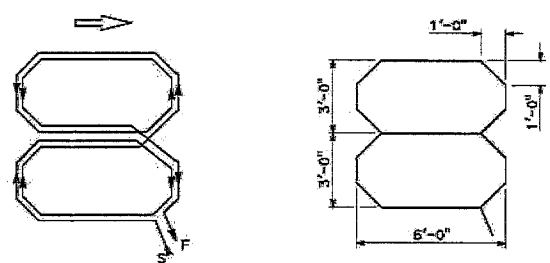
WINDING DETAIL  
SAW CUT DETAIL  
**TYPE D LOOP DETECTOR CONFIGURATION**



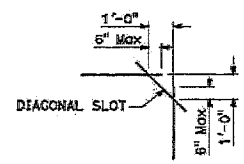
WINDING DETAIL  
SAW CUT DETAIL  
**TYPE E LOOP DETECTOR CONFIGURATION**



WINDING DETAIL  
SAW CUT DETAIL  
**TYPE F LOOP DETECTOR CONFIGURATION**



WINDING DETAIL  
SAW CUT DETAIL  
**TYPE G LOOP DETECTOR CONFIGURATION**



**PLAN VIEW OF  
DIAGONAL SLOT  
AT CORNERS**

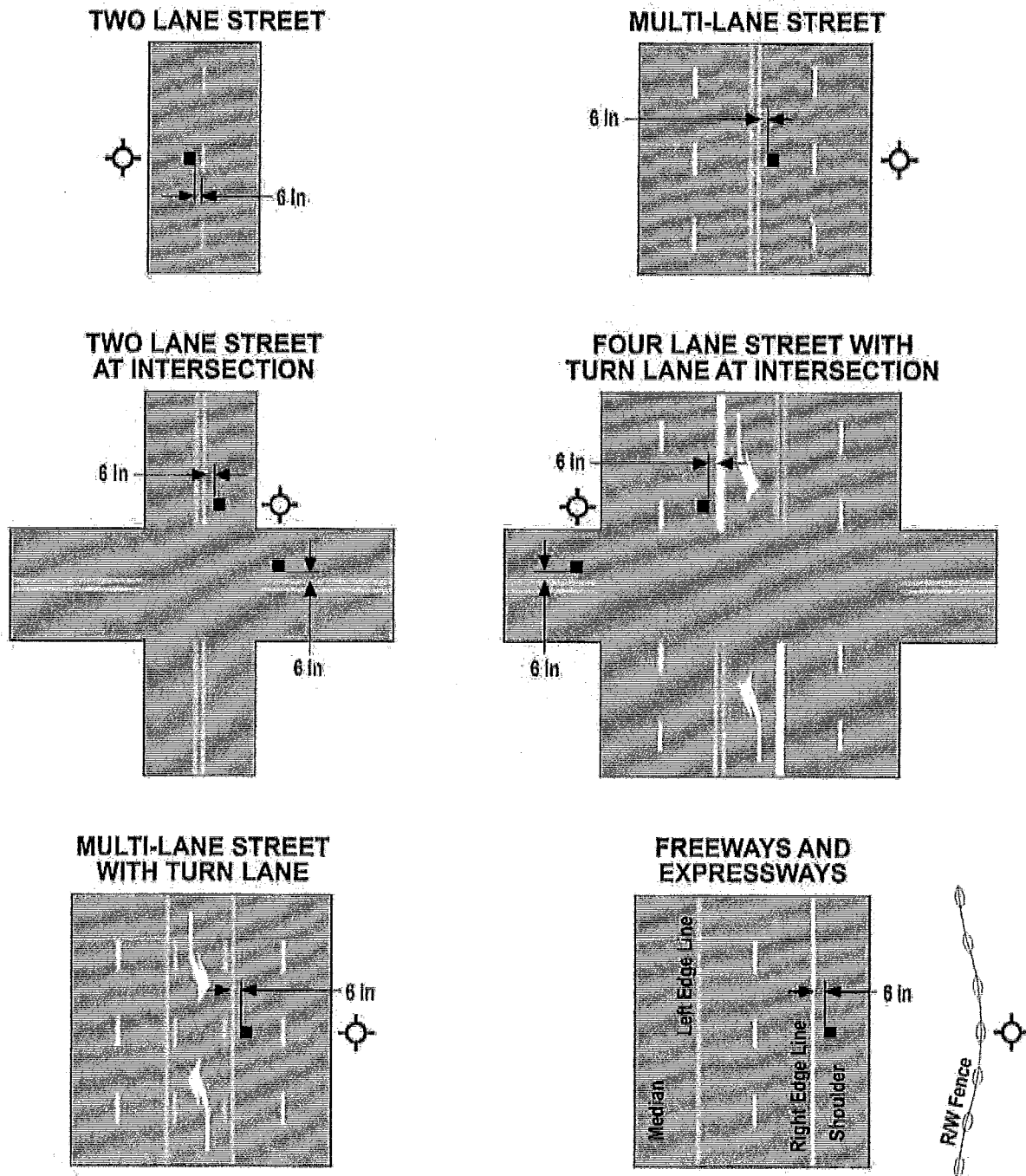
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
(DETECTORS)**  
NO SCALE

**ES-5B**

2023 STANDARD PLAN ES-5B

542

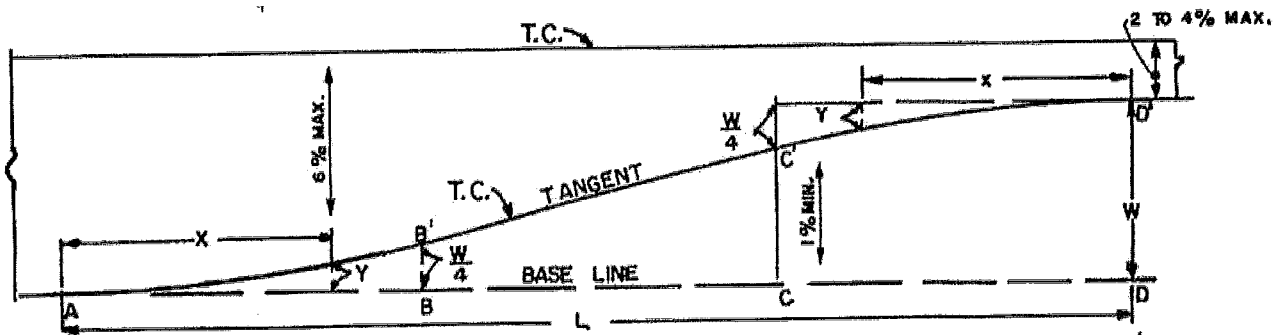
**Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers**



**LEGEND**

-  Fire Hydrant
-  Blue Retroreflective Raised Pavement Marker

NOT TO SCALE



W = Width of left turn pocket

L = Length of taper

AB=BC=CD=  $\frac{L}{3}$

AB' and CD' are parabolic curves except on curved alignments

X = Distance from point "A" along base line

Y = Offset from base line =  $2.25W \frac{X^2}{L^2}$

SINGLE LEFT TURN POCKET  
L=90' W=10'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'
Y	0.00'	0.28'	1.11'	2.50'	4.17'	5.83'	7.50'	8.89'	9.72'	10.00'

L=60' \* W=10'

X	0'	10'	20'	30'	40'	50'	60'
Y	0.00'	0.62'	2.50'	5.00'	7.50'	9.38'	10.00'

DOUBLE LEFT TURN POCKET  
L=150' W=20'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'	100'	110'	120'	130'	140'	150'
Y	0.00'	0.20'	0.80'	1.80'	3.20'	5.00'	7.00'	9.00'	11.00'	13.00'	15.00'	16.80'	18.20'	19.20'	19.80'	20.00'

NOTE:

In the case when the base line is curved the offsets are calculated by assuming the base line to be a tangent they are then applied to the curved base line. AB' and CD' are no longer parabolic and BC is no longer a tangent.

\* Use 60' transition when insufficient distance is available for 90' transition or where approved by the Engineer.

CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

PARABOLIC MEDIAN  
CURB TRANSITION

APPROVED

BRUCE D. MATTERN

R.C.E. 19388

DATE:

12/13/85

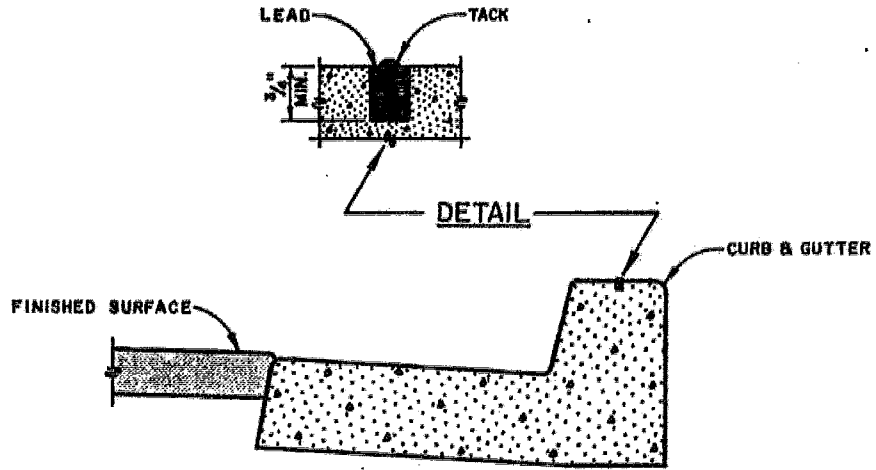
DRAWN: C.P.R.

SCALE: NONE

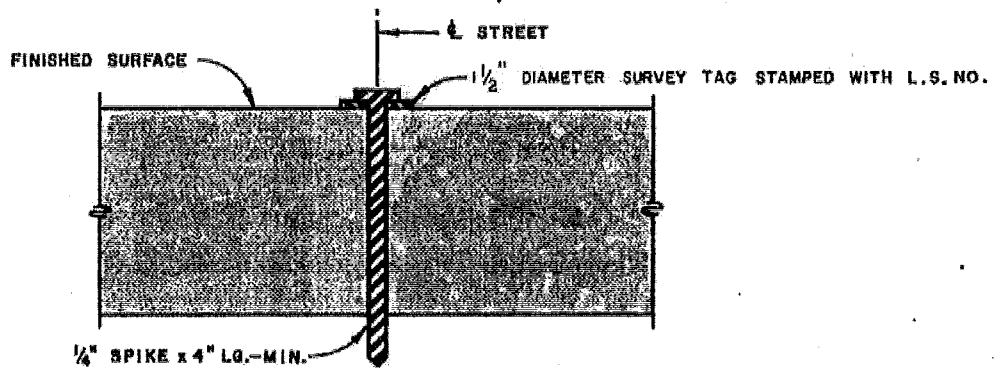
STD. DWG NO.

116





SECTION



SECTION

NOTES:

1. ALL TIE POINTS SHALL BE LEAD & TACK. LEAD SHALL BE A MIN. OF 3/4" DEEP AND TACKS SHALL BE MADE OF BRASS.
2. ALL INTERSECTION & CENTER LINE CONTROL POINTS SHALL BE SPIKE & WASHER.
3. ALL CONTROL POINTS SHALL HAVE A MIN. OF 4 TIES, WITH TIES PLACED SUCH THAT A PROPER ANGLE IS OBTAINED FROM THE TIE TO THE CONTROL POINT AS DETERMINED BY THE CITY ENGINEER.
4. RECORD CENTER LINE TIE DATA ON TIE SHEET AVAILABLE AT THE CITY OF COSTA MESA, ENGINEERING DIVISION.

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SURVEY CENTER LINE TIES

APPROVED

BRUCE D. MATTERN: R.C.E. 1998

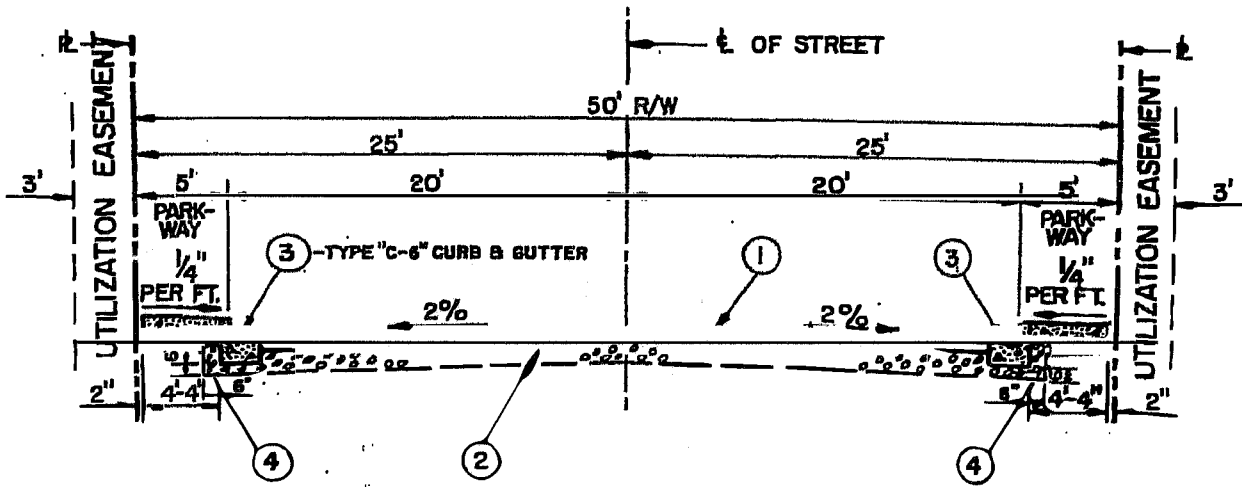
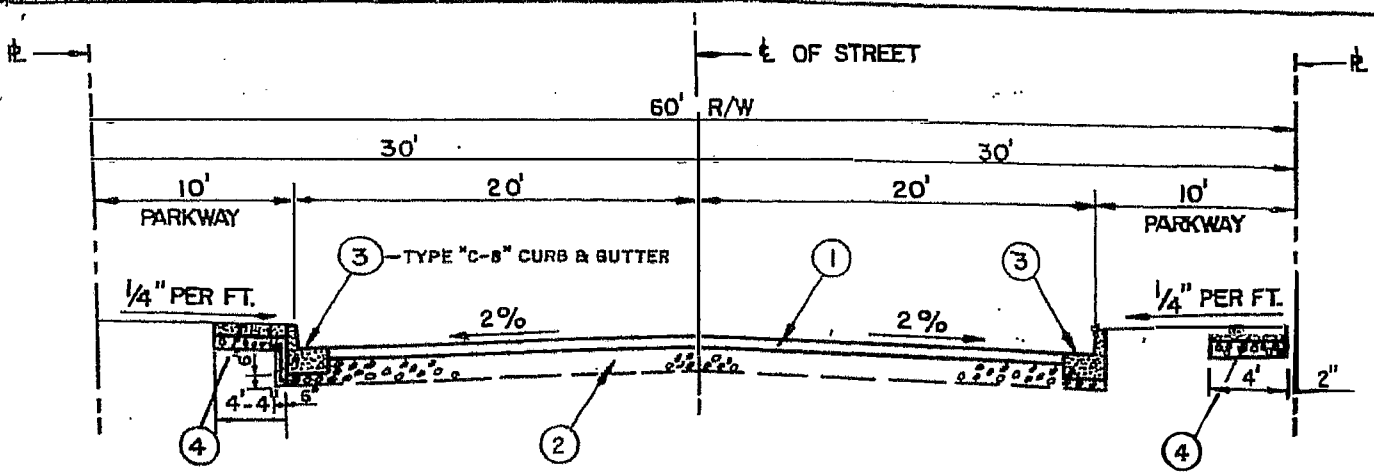
DATE

DRAWN W.A.B.  
SCALE NONE

STD. DWG. NO.

615

REV.



**NOTE:**  
50' R/W TO BE USED WITH CITY COUNCIL APPROVAL ONLY.

**NOTES:**

- ① ASPHALTIC CONCRETE PAVEMENT (4" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ② CRUSHED AGGREGATE BASE (8" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ③ TYPE "C-8" OR "C-6" CURB AND GUTTER PER STD. DWG. NO. 312.
- ④ 4" R.C.C. SIDEWALK PER STD. DWG. NO. 411.

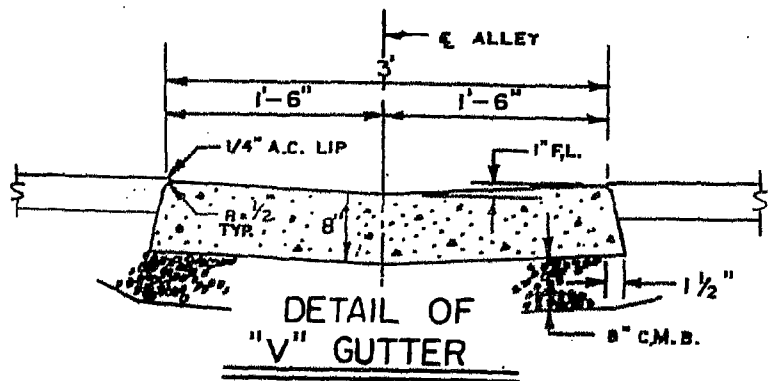
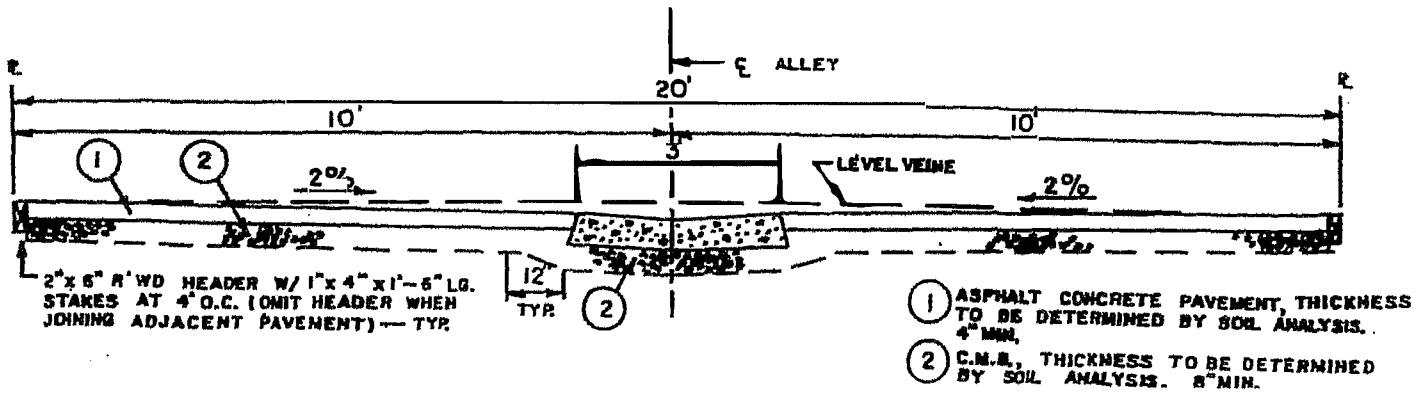
DRIVEWAY LOCATIONS AND SLOPES SHALL BE APPROVED BY THE CITY ENGINEER ON STREETS WITH 50' R/W.

**CITY OF COSTA MESA**  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

**TYPICAL SECTION**  
**60' & 50' RESIDENTIAL STREETS**

APPROVED *BDMatten* DATE *12/13/85*  
BRUCE O. MATTEAN R.C.E. 19388

DRAWN *J.C.B.*  
SCALE *NONE*  
STD. DWG. NO.  
**114**



**NOTES:**

1. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.
2. ALLEYS SHALL NOT RECEIVE STREET DRAINAGE.
3. ALLEY APPROACH SEE CITY STD. DWG. 514.
4. 1/4 INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND 1/8" x 2" WEARERED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS IN THE P.C.C. "V" GUTTER, FOR DETAILS SEE CITY STD. DWG. NO. 314.

CITY OF COSTA MESA  
CALIFORNIA  
ENGINEERING DEPARTMENT

TYPICAL SECTION  
ALLEY AND "V" GUTTER

APPROVED

BRUCE D. MATTERN RCE 19388

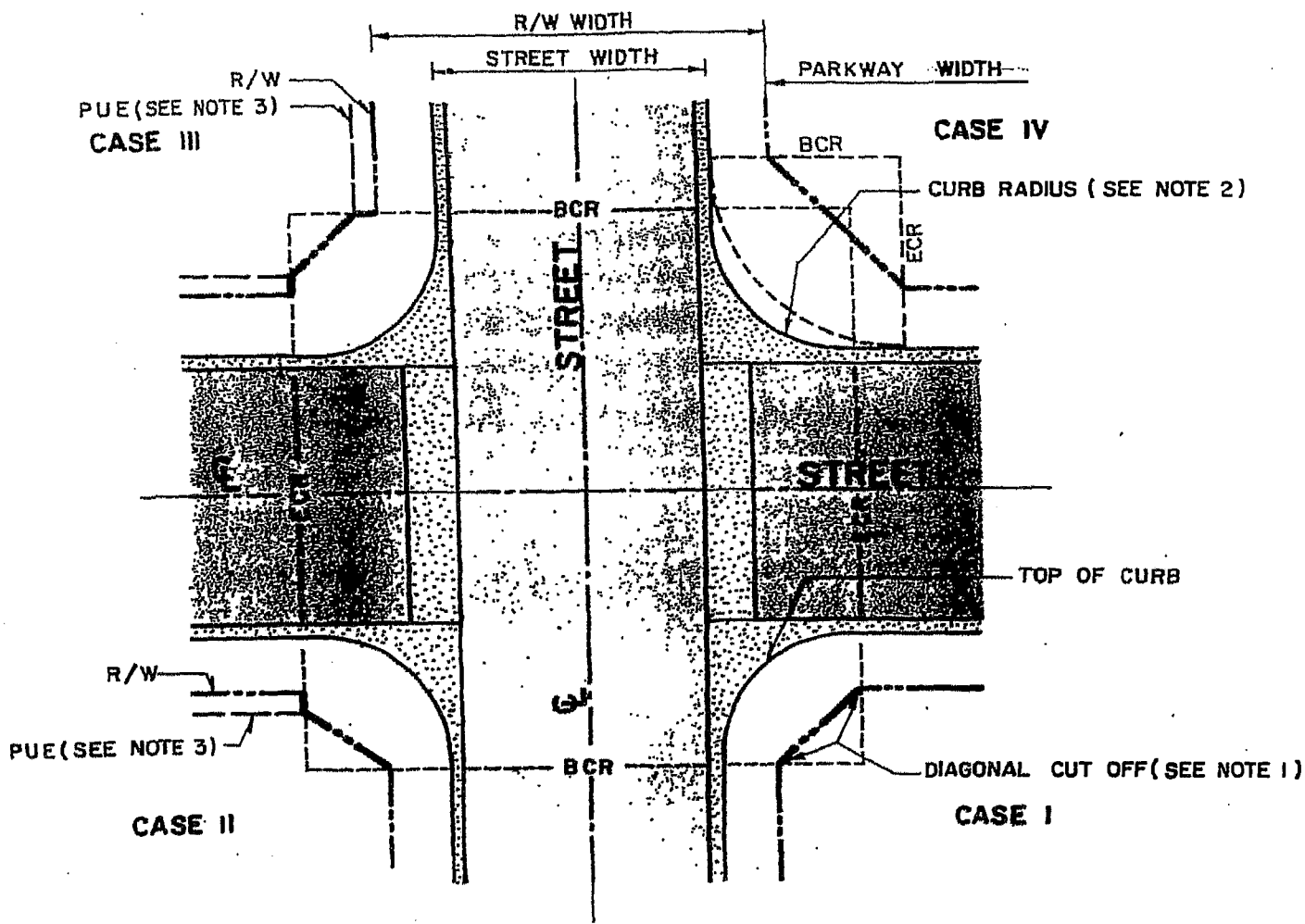
DATE

DRAWN B.T.M.

SCALE NONE

STD. DWG. NO.

118



PLAN

PARKWAY WIDTHS:

5'	FOR	50'	R/W
10'	FOR	60'	R/W
7'	FOR	84'	R/W
7'	FOR	106'	R/W
8'	FOR	120'	R/W

NOTES:

1. THE PROPERTY LINE DIAGONAL CUT-OFF IS A STRAIGHT LINE DRAWN BETWEEN THE R/W LINES (OR PUE LINES, IF EXISTING) AT THE BCR AND ECR.
2. ALL CURB RETURN RADII SHALL BE 25' UNLESS BOTH STREETS ARE ON THE MASTER PLAN OF HIGHWAYS, AND THEN THE DIAGONAL CUT-OFF SHALL BE FOR A 35' CURB RETURN RADIUS.
3. ALL 50' STREETS REQUIRE A 3' PUBLIC UTILIZATION EASEMENT. SEE STD. DWG. NO. 114.

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

CURB RETURN RADII AND PROPERTY  
LINE DIAGONAL CUT-OFF

APPROVED

*B. D. Mattern* DATE 12/13/85  
BRUCE D. MATTERN R.C.E. 19388

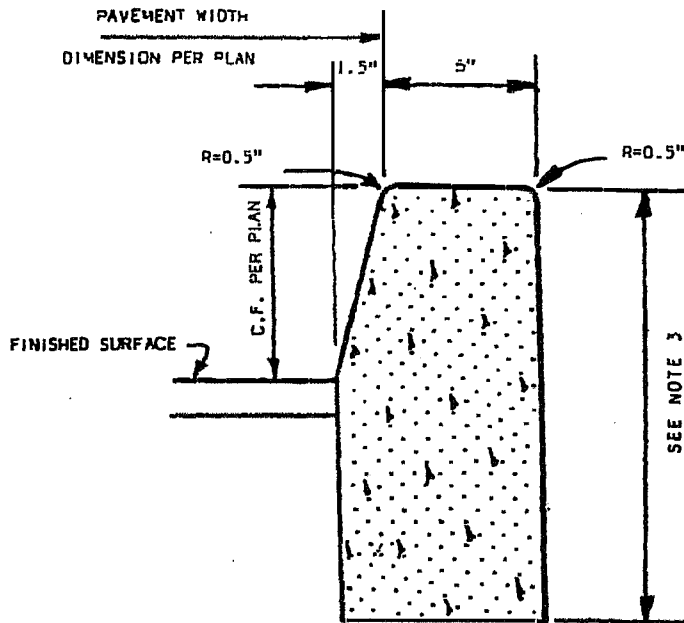
DRAWN F.S.

SCALE NONE

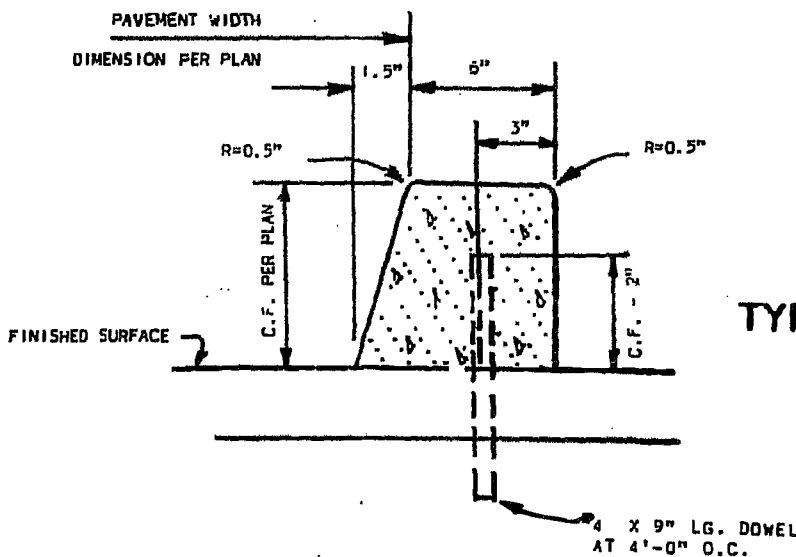
STD. DWG. NO.

214





TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DWG. NO. 314.
2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND H SHALL BE PER PLAN.
4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.
5. CONCRETE SHALL BE 560-C-320 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

REVISED 4-16-86

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPES "A" & "B" CURBS

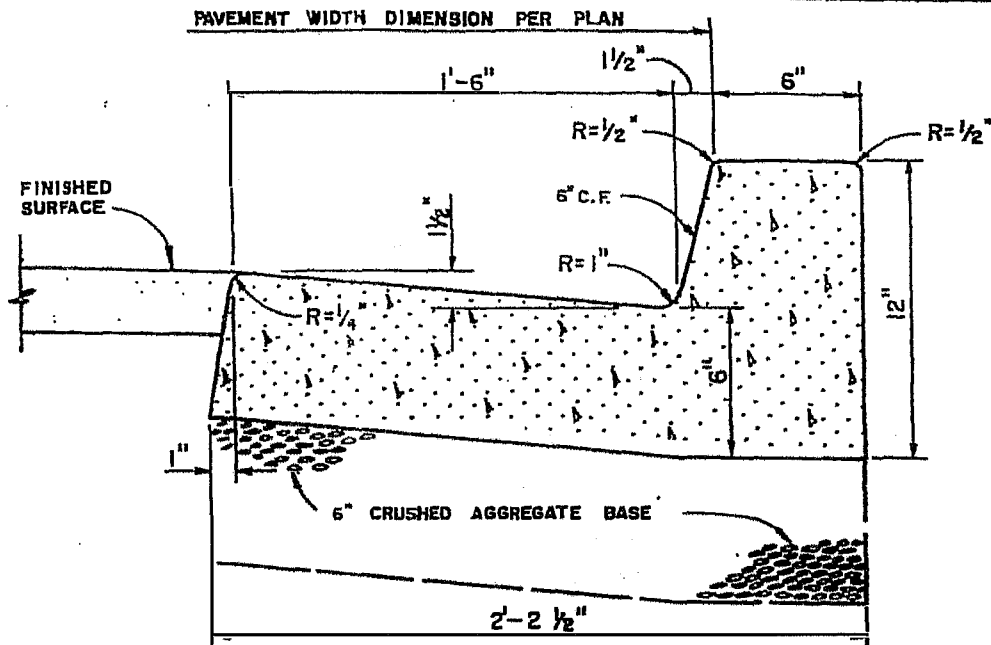
APPROVED *Ed Matten* DATE 4/23/86  
BRUCE MATTEW B.C.E. 1948

DRAWN DWL

SCALE NONE

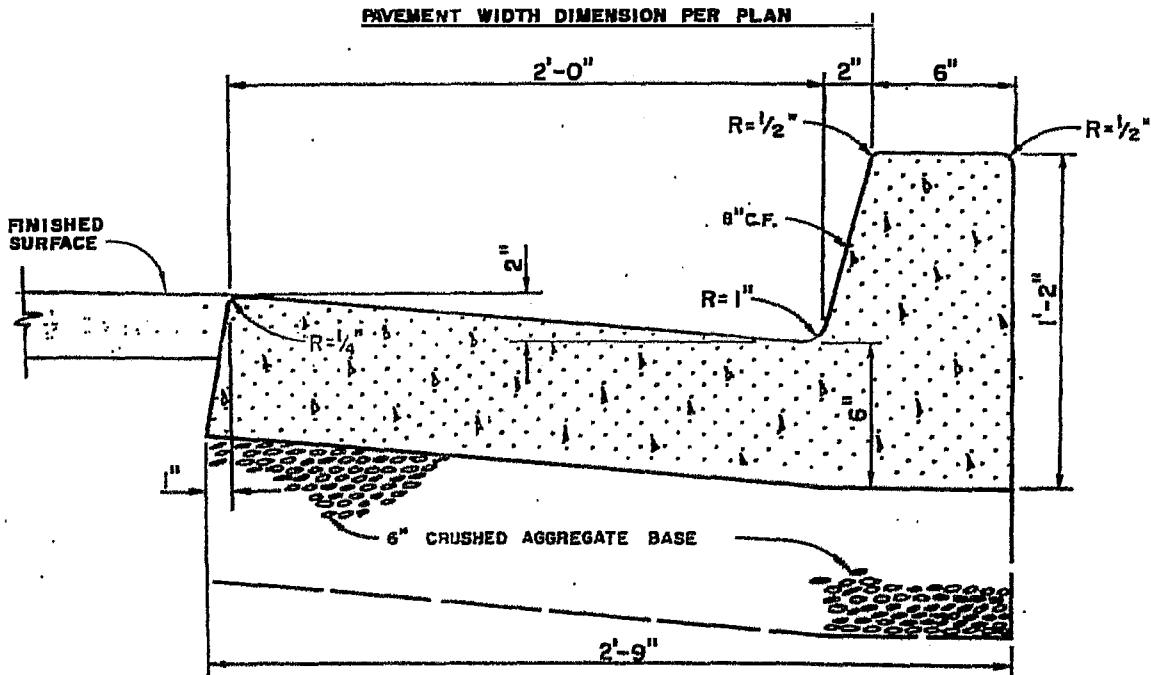
STD. DWG. NO.

311



CONC. PER LIN. FT. = 0.05054 CU YDS  
 1 CU YD = 19.7863 LIN. FT.

**TYPE "C-6" CURB & GUTTER**



CONC. PER LIN. FT. = 0.0645 CU YDS  
 1 CU YD = 15.50 LIN. FT.

**TYPE "C-8" CURB & GUTTER**

**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND, AT ALL B.C.R.'S E.C.R.'S AND 1/8' X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS, SEE STD. DWG. NO. 314.
2. CONCRETE SHALL BE 560-C-325 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
3. SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.

CITY OF COSTA MESA  
 CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPE "C" CURB & GUTTER

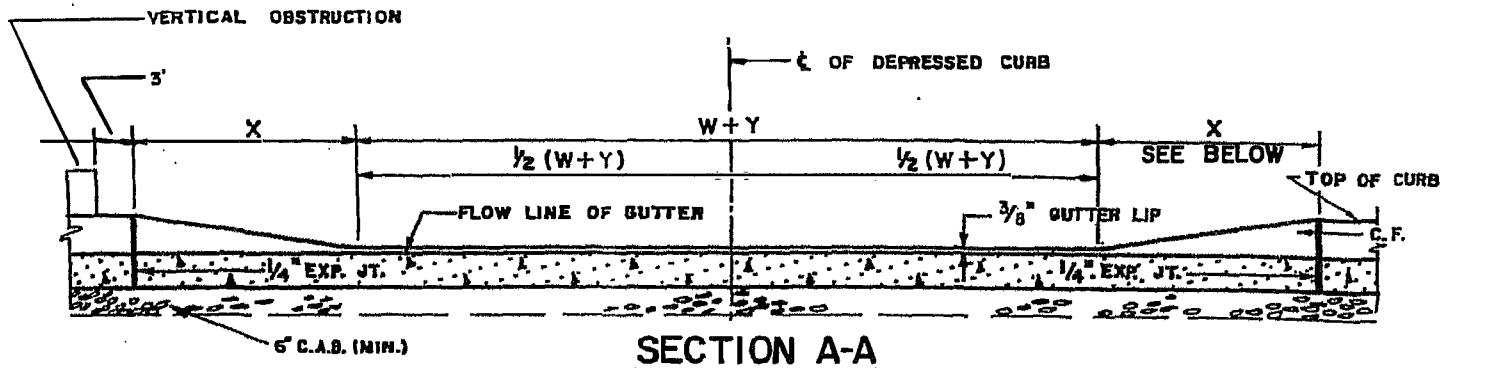
APPROVED *BDMattern* DATE *12/13/85*  
 BRUCE D. MATTERN R.C.E. 19388

DRAWN MKS.

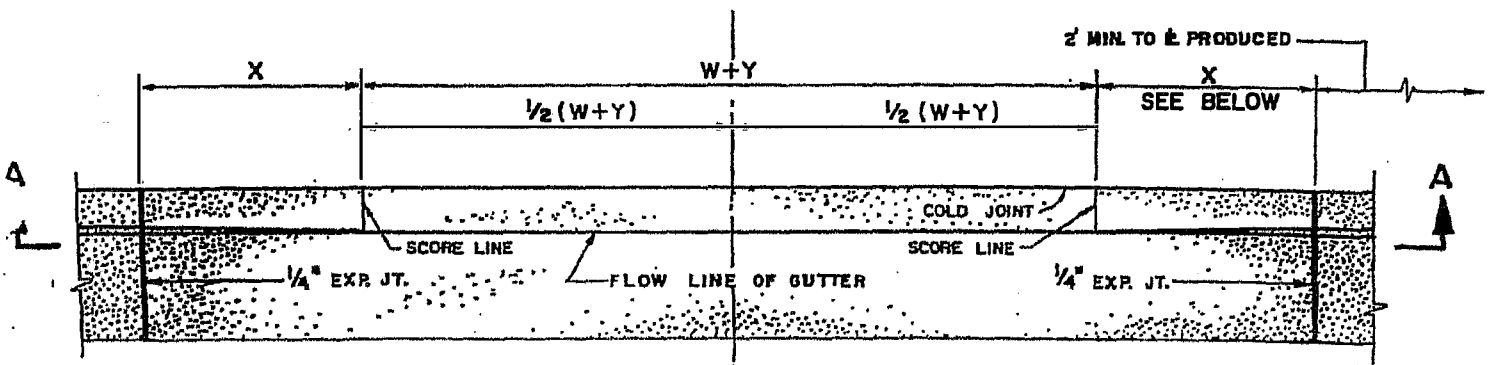
SCALE NONE

STD. DWG. NO.

312



**SECTION A-A**



**PLAN**

**NOTES:**

1. FOR CURB AND GUTTER DETAILS, SEE STD. DWG. NO. 312.
2. FOR JOINT DETAILS, SEE STD. DWG. NO. 314.
3. CONCRETE TO BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2
4. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY TRANSPORTATION SERVICES ENGINEER.

**DIMENSIONS:**

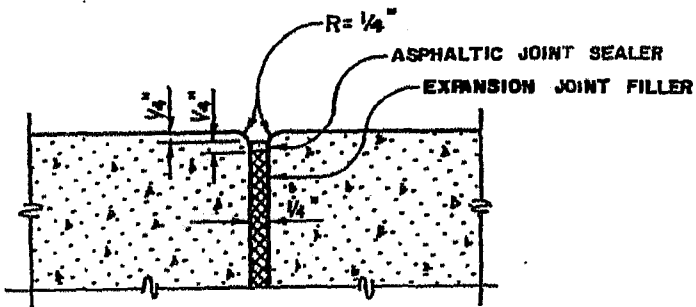
- W=10' MIN.-16' MAX. FOR RESIDENTIAL DRIVEWAYS IN R-1 ZONE. Y=0.  
W=16' MIN.-26' MAX. FOR OTHER DRIVEWAYS.  
X= 4' FOR 6" CURB FACE.  
X= 5' FOR 8" CURB FACE.

CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

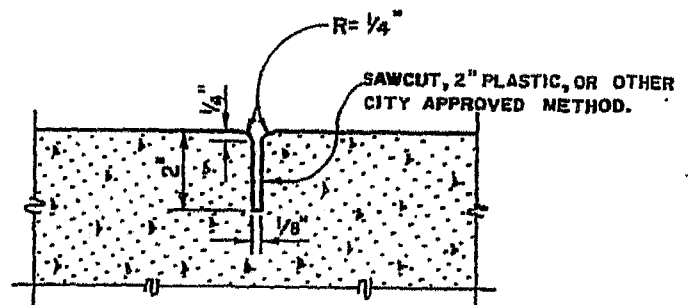
**DEPRESSED CURB  
FOR DRIVEWAY APPROACH**

APPROVED *BDMattern* DATE *12/13/05*  
BRUCE D. MATTERN R.C.E. 19368

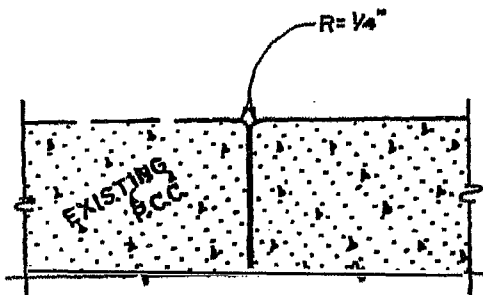
DRAWN *M.K.S.*  
SCALE *NONE*  
STD. DWG. NO.  
**313**



1/4" EXPANSION JOINT  
40' INTERVALS



1/8" x 2" WEAKENED PLANE JOINT  
10' INTERVALS



CONSTRUCTION JOINT

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

JOINT DETAILS

APPROVED

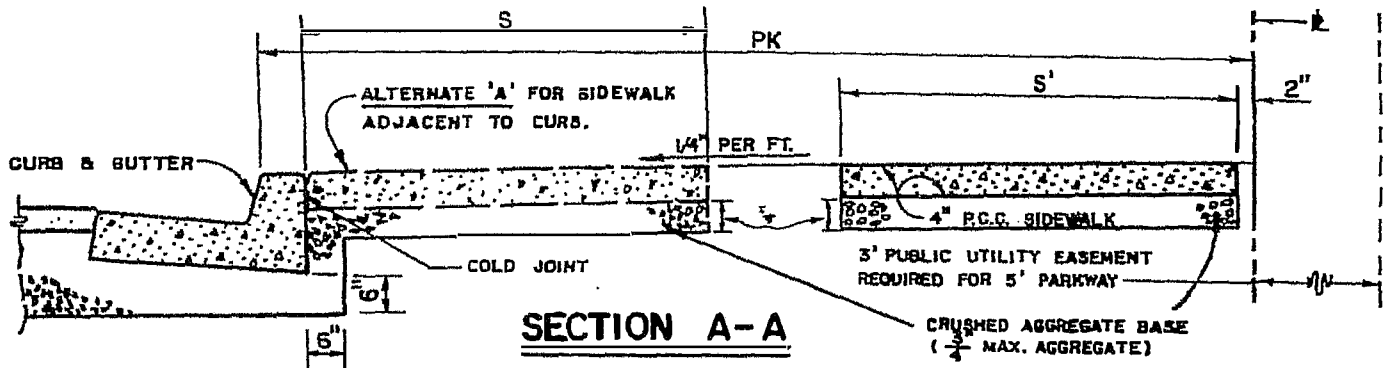
*BDMattern* DATE 12/13/05  
BRUCE D. MATTERN R.C.E. 19308

DRAWN M.K.S.

SCALE NONE

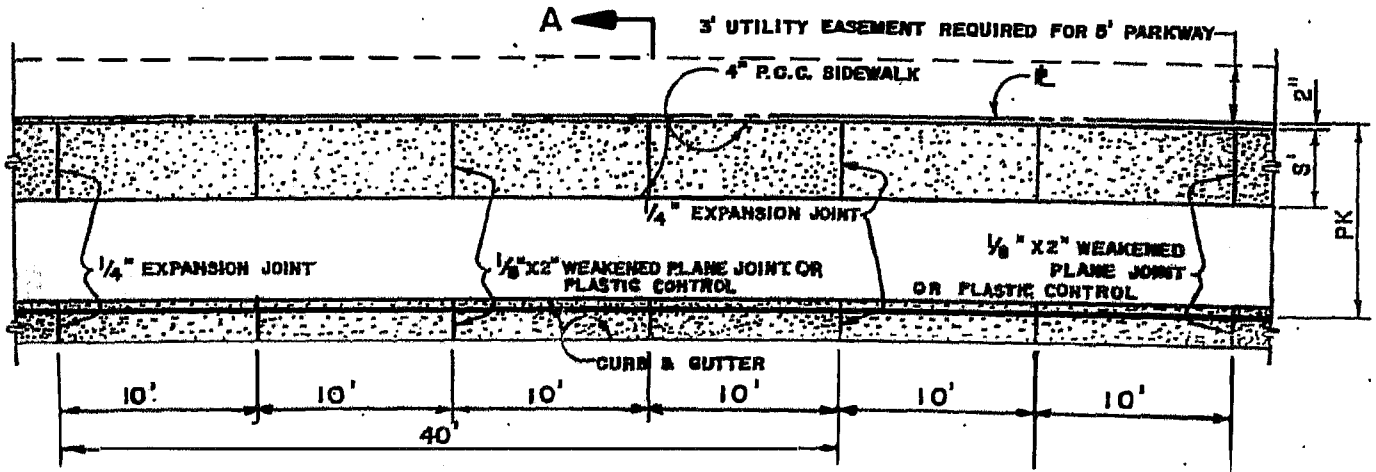
STD. DWG. NO.

314



**DIMENSIONS:**

PK = PARKWAY WIDTH		
S = SIDEWALK WIDTH		
50' R/W --- PK = 5'	S = 4'-4"	
60' R/W --- PK = 10'	S = 4'-4"	
84' R/W --- PK = 7'	S = 4'-4"	RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
106' R/W --- PK = 7'	S = 4'-4"	RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
120' R/W --- PK = 8'	S = 4'-4"	RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL
S' = 4'-0"		



**PLAN**

**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" PLASTIC CONTROL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.1.2.
7. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED, IF JOINING EXISTING IMPROVEMENTS AND APPROVED BY CITY ENGINEER.
8. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED OFF WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK DETAILS

APPROVED

*B.D. Mattern*  
BRUCE D. MATTERN R.C.E. 19388

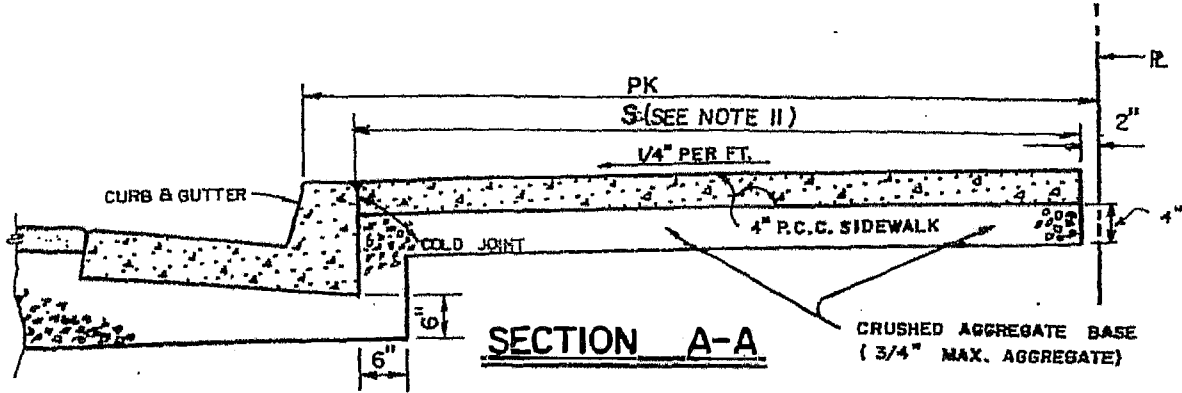
DATE 12/12/05

DRAWN W.A.B.

SCALE NONE

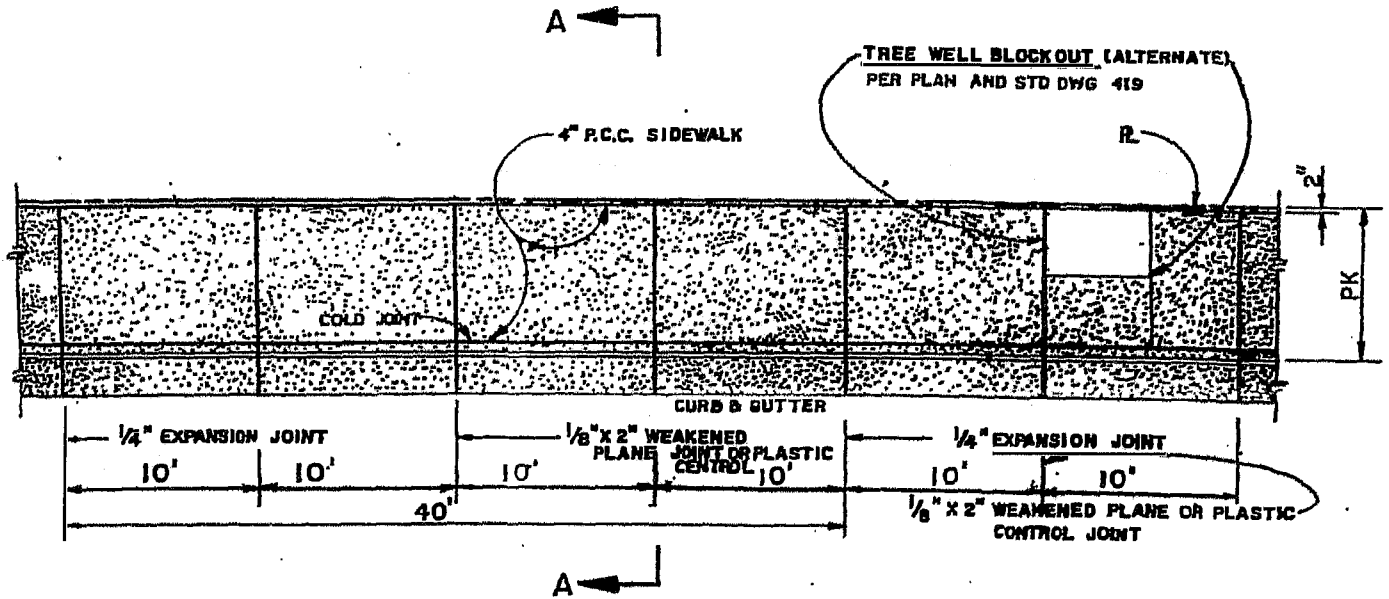
STD. DWG. NO.

411



**DIMENSIONS:**

- PK=PARKWAY WIDTH
- 60' R/W--- PK=10'
- 84' R/W--- PK=7'
- 106' R/W--- PK=7'
- 120' R/W--- PK=8'



PLAN

**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520 C 2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
7. TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION & SPACING PER PLAN.
8. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.
10. WIDER SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 412.
11. SIDEWALK WIDTH SHALL BE PER STD. DWG. NO. 411.

REV. 6-25-80 H.P.  
 REV. 2-2-79 CMO  
 REV. 3-23-78  
 REV. 8-12-77  
 REV. 12-23-75

**CITY OF COSTA MESA**  
 CALIFORNIA

**COMMERCIAL SIDEWALK DETAILS**

DRAWN W.A.B.

SCALE NONE

PUBLIC SERVICE DEPARTMENT

APPROVED

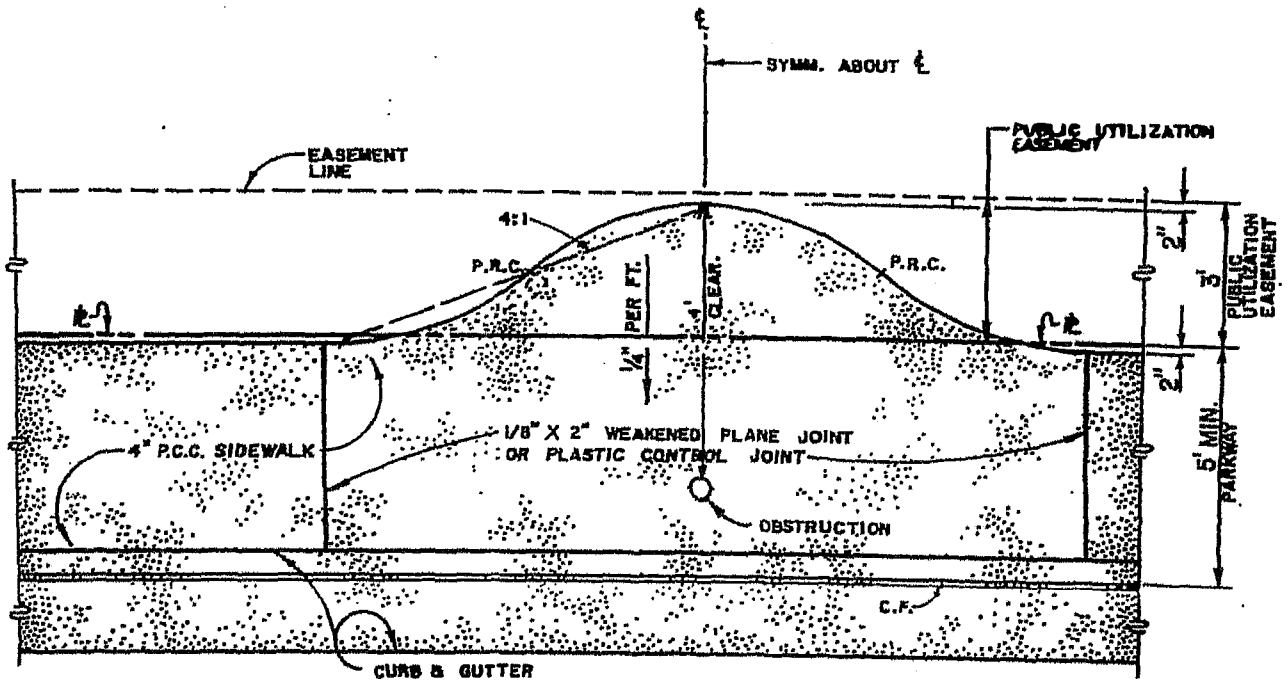
*[Signature]*  
 BRUCE D. MATTHEW R.C.E. 19388

DATE

STD. DWG. NO.

**412**

REV.



PLAN

NOTES:

1. FOR STANDARD SIDEWALK DETAILS, SEE STD. DWG. NO. 411 AND/OR 412.
2. FIRE HYDRANTS SHALL BE 2' CLEAR OFF OF THE CURB FACE.
3. NO VERTICAL OBSTRUCTION WITHIN 3' CLEAR OF DRIVEWAY TOP OF "X."
4. MAILBOXES SHALL BE 6" CLEAR OFF THE CURB FACE, ULTIMATE LOCATION, HEIGHT, AND MATERIAL TO BE APPROVED BY LOCAL POSTMASTER.
5. POWER POLES, GUY ANCHORS, AND STREET LIGHTS SHALL BE 18" CLEAR OFF CURB FACE.

CITY OF COSTA MESA  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SIDEWALK OBSTRUCTIONS FLARE

APPROVED

BRUCE D. MATERN R.C.E. 1988

DATE

DRAWN W.A.B.

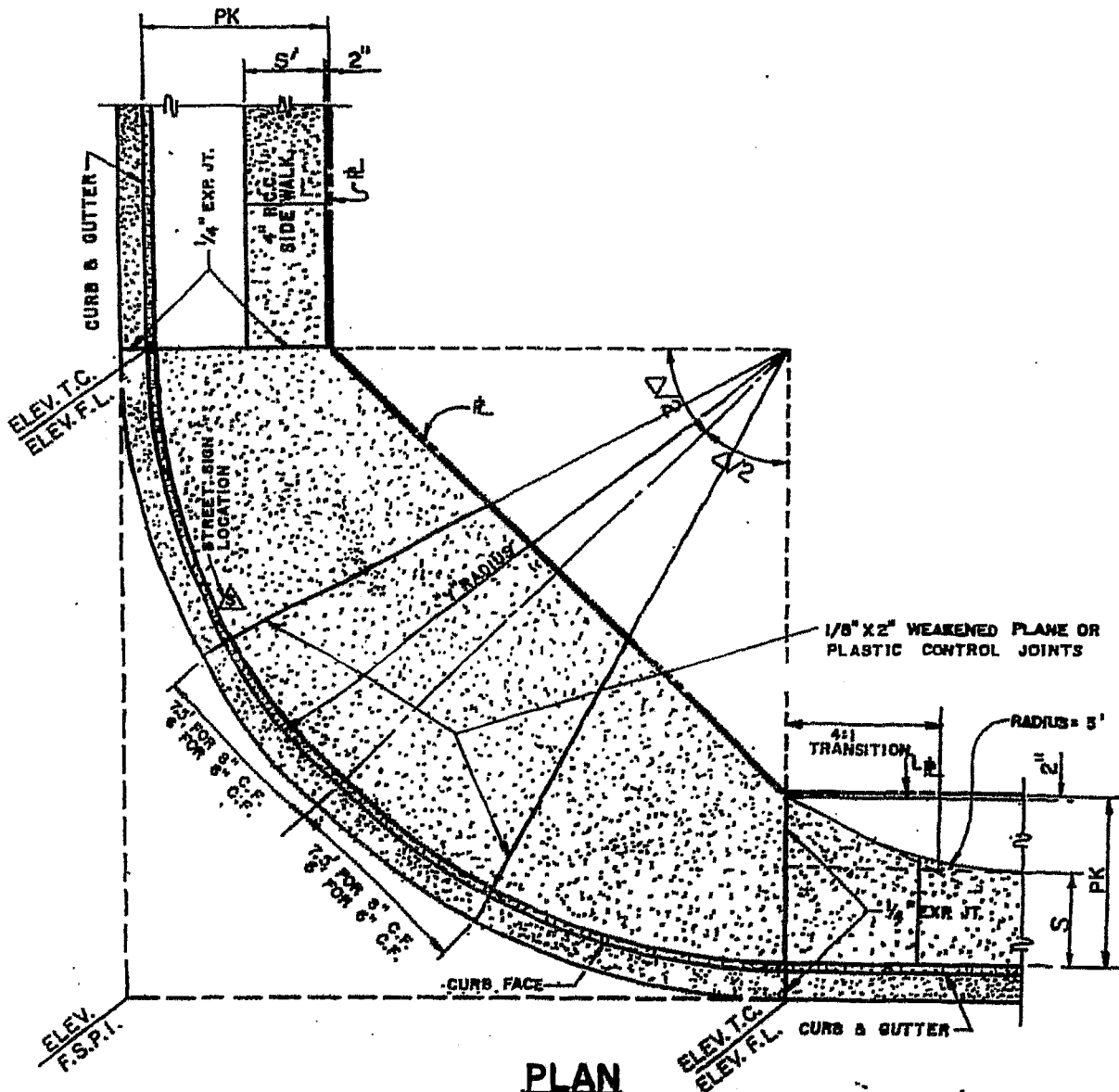
SCALE NONE

STD. DWG. NO.

413

**DIMENSIONS:**

- PK = PARKWAY WIDTH
- S = SIDEWALK WIDTH SEE NOTE 7
- 50' R/W -- PK=5'
- 60' R/W -- PK=10'
- 84' R/W -- PK=7'
- 106' R/W -- PK=7'
- 120' R/W -- PK=8'
- "Y" -- RADIUS VARIES (25' OR 35')
- 5' = 4'-0"



**PLAN**

**NOTES:**

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT END OF CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED SO AS NOT TO EXCEED 10' O.C. AT R.
3. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
4. CONCRETE SHALL BE PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-11.3, CLASS 520C-2500
5. ALL ELEVATIONS PER PLAN. FOR CROSS GUTTERS R.L.P.I. PER STD. DWG. NO. 415 SHALL BE SHOWN ON PLAN.
6. FOR STREET RADIUS DATA, SEE STD. DWG. NO. 314.
7. SEE STD. DWG. NO. 311, 412 AND 413 FOR BASE AND SIDEWALK REQUIREMENTS.

**CITY OF COSTA MESA**  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

**STANDARD SIDEWALK RETURN**

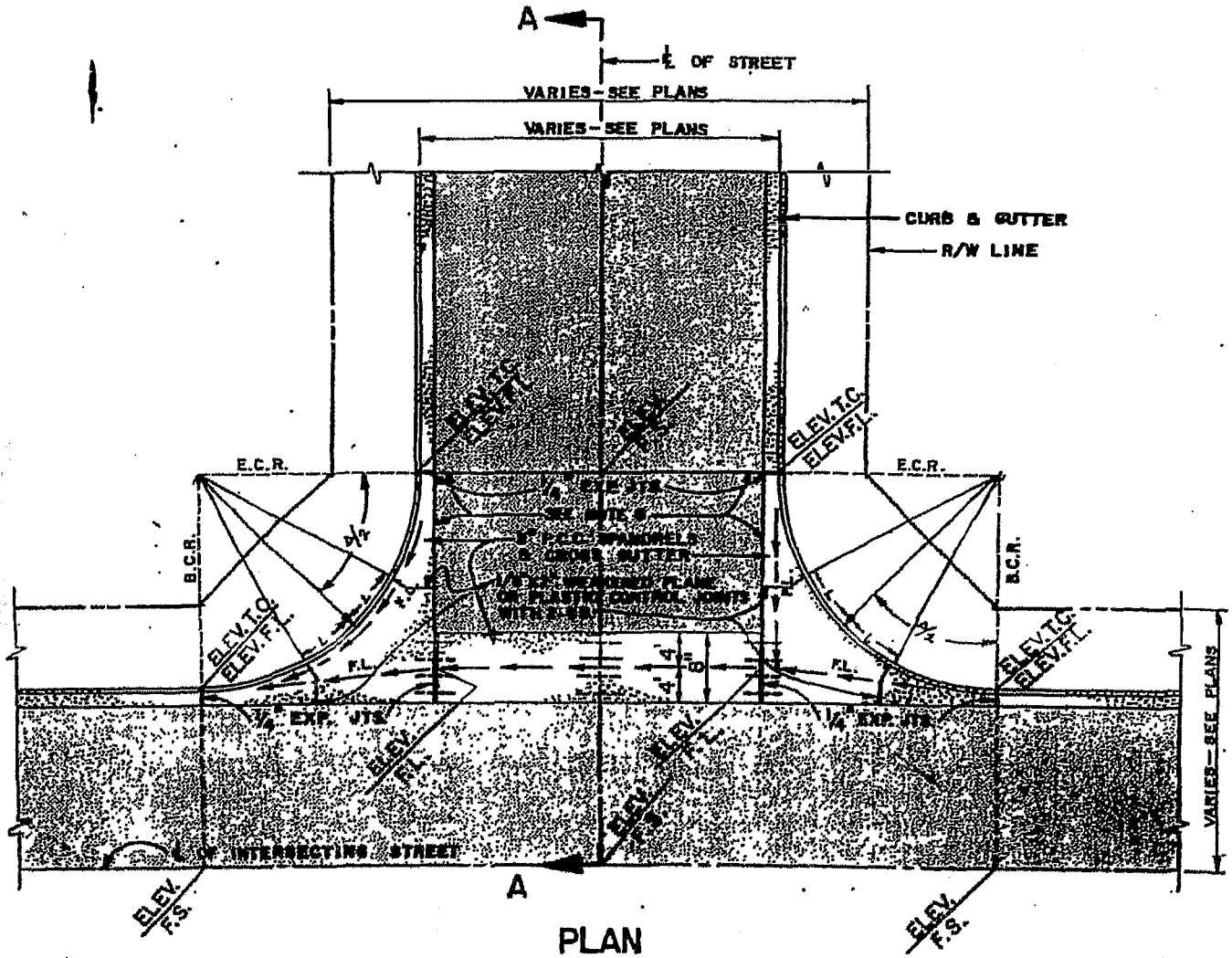
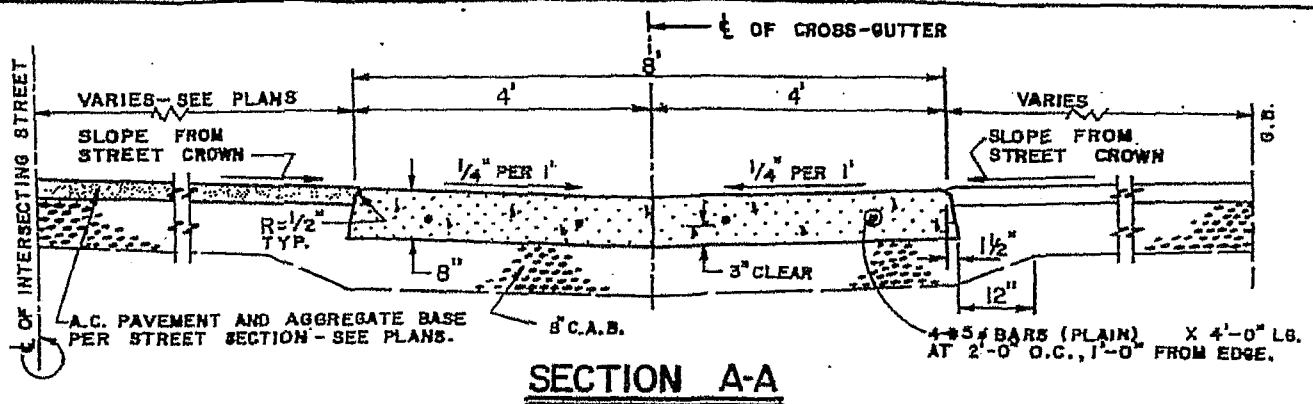
APPROVED

DATE

DRAWN W.A.B.  
SCALE NONE

STD. DWG. NO.  
**414**





**NOTES:**

1. SMOOTH TROWEL 8" WIDE FLOW LINE IN CROSS-GUTTER AND SPANDRELS.
2. AGGREGATE BASE THICKNESS FOR SPANDRELS SHALL BE THE SAME AS FOR CROSS-GUTTER.
3. POUR CURB MONOLITHICALLY WITH SPANDREL.
4. FOR JOINT DETAILS, SEE STD. DWG. NO. 314 AND 414.
5. CONCRETE SHALL BE 500 C 3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEC 201-1.1.2.
6. ALL ELEVATIONS SHALL BE PER PLAN.
7. DISTANCE L FROM MIDDLE ORDINATE OF CURB RETURN TO JOINT SHALL BE 7' FOR 6" C.F. OR 6' FOR 8" C.F.
8. ANY CROSS-GUTTER TO BE CONSTRUCTED ON LESS THAN 0.20% SHALL HAVE DRAINAGE STRUCTURES CONSTRUCTED TO MITIGATE THE ADVERSE EFFECTS OF NUISANCE WATER AND FULL CONCRETE APPROX WITH EXPANSION JOINTS ALONG Q AND ALONG EDGE OF GUTTER.

**CITY OF COSTA MESA**  
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

**TYPICAL CROSS-GUTTER.**

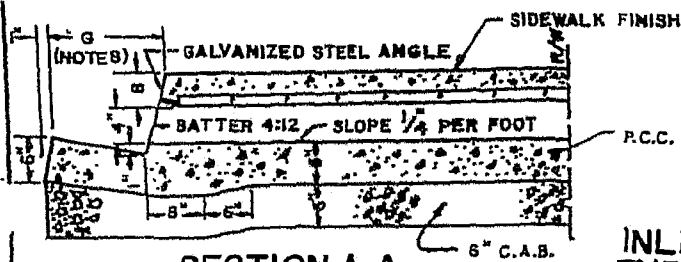
APPROVED *Bruce D. Mattern* DATE *2/20/90*  
BRUCE D. MATTERN, P.E., 19566

DRAWN MKS

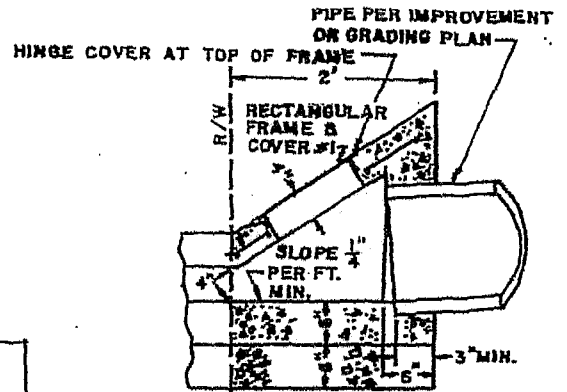
SCALE NONE

STD. DWG. NO.

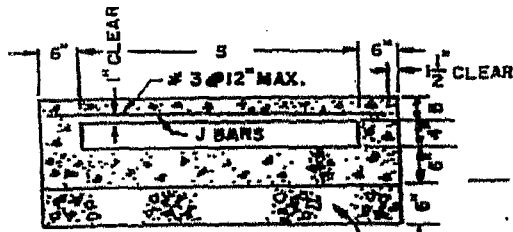
**415.**



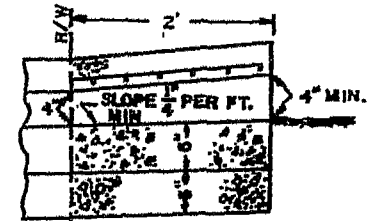
SECTION A-A



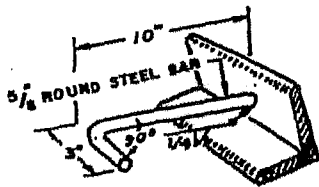
SECTION-INLET TYPE I



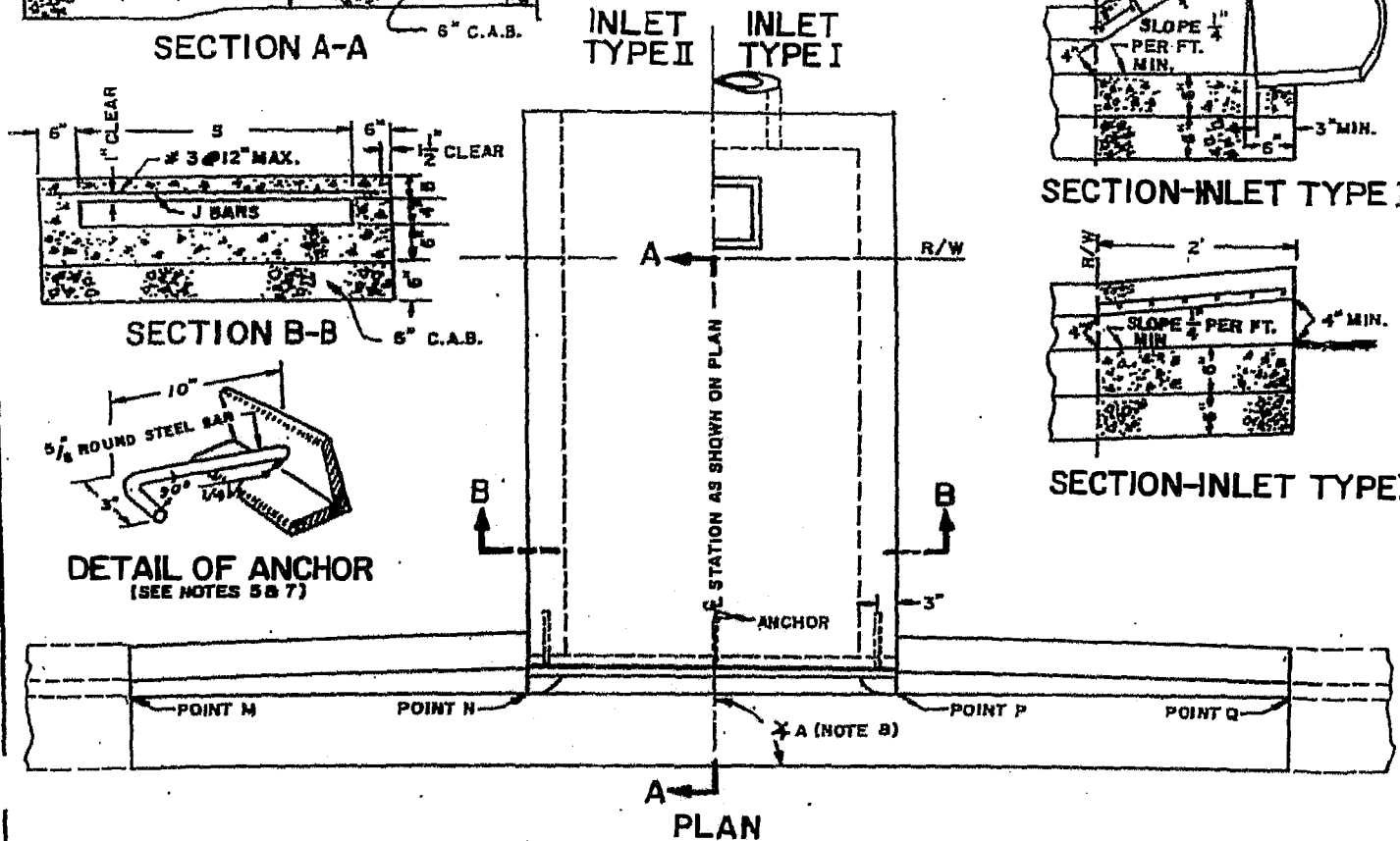
SECTION B-B



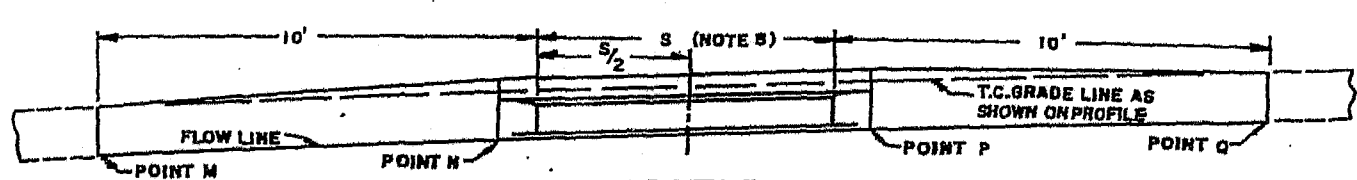
SECTION-INLET TYPE II



DETAIL OF ANCHOR  
(SEE NOTES 5 & 7)



PLAN



PROFILE

NOTES:

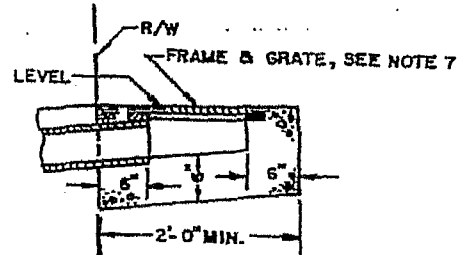
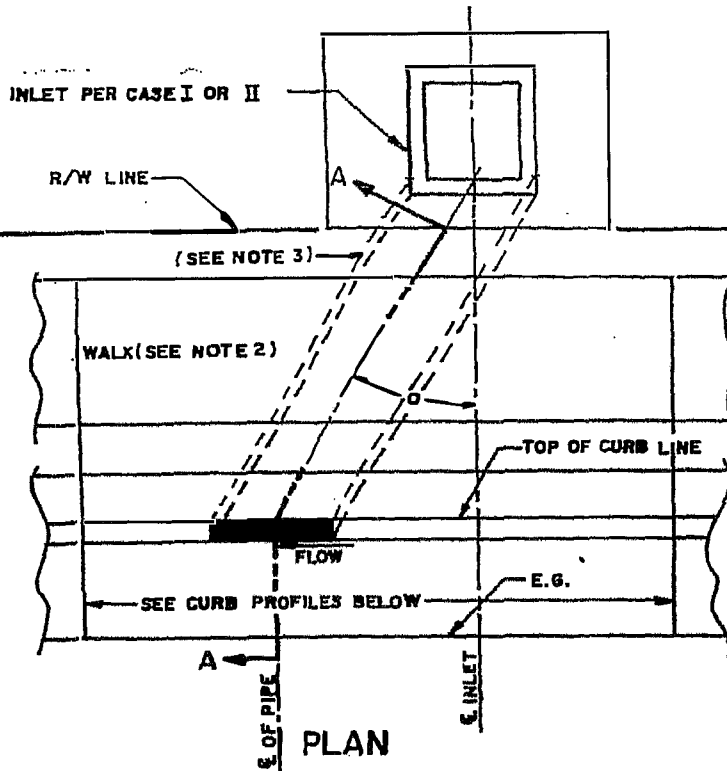
1. FLOOR OF BOX TO BE TROWELED SMOOTH.
2. WHEN THE TOE OF SLOPE IS WITHIN THE R/W, INLET TYPE I BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH APPROACH (TYPE II) THE 2' EXTENSION IS NOT REQUIRED WHEN THE BACK OF WALK IS 2' OR MORE FROM THE R/W LINE.
4. TOP OF INLET STRUCTURE (TYPE I & II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICABLE.
5. A HEADED STEEL STUD  $\frac{3}{8} \times \frac{3}{8}$  WITH HEAD D=1" ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT N AND Q, B+5" AT POINT N AND P.
7. THE 3" LEG OF THE INTERIOR ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. G, S, AND  $\frac{3}{4}A$  SHALL BE PER IMPROVEMENT PLANS.
9. CURB BATTER SHALL CONFORM TO EXISTING ADJOINING CURB. SEE STD. DWG. NO. 311.
10. CONCRETE SHALL BE CLASS 560 C 3250.

STEEL LIST

S	B	GALVANIZED STEEL ANGLE	ANCHOR	J BAR		LENGTH
				SIZE	SPACING	
1'-0"	3"	2 1/2" x 2" x 1/4"	2	#3	7"	1'-0"
1'-6"	"	"	"	"	"	2'-3"
2'-0"	"	"	"	"	"	2'-9"
2'-6"	"	"	"	"	"	3'-3"
3'-0"	"	"	3	"	"	3'-9"
3'-6"	"	"	"	"	6"	4'-3"
4'-0"	"	"	"	"	8"	4'-9"
4'-6"	4"	3 1/2" x 3" x 1/4"	"	"	8"	5'-3"
5'-0"	"	"	"	"	8"	5'-9"
5'-6"	"	"	"	"	4"	6'-3"
6'-0"	"	"	"	"	3"	6'-9"

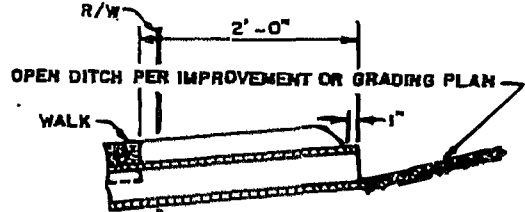
<p>CITY OF COSTA MESA CALIFORNIA PUBLIC SERVICES DEPARTMENT</p>	<p>PARKWAY DRAIN NO.1</p>	<p>DRAWN E.K.S. SCALE NONE.</p>
	<p>APPROVED <i>B.D. Mattern</i> DATE 12/13/65 BRUCE O. MATTERN R.C.E. 19398</p>	<p>STD. DWG. NO. 417</p>

REV.



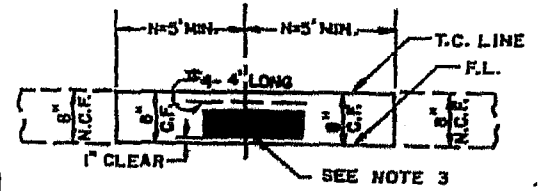
**CASE I INLET**

DROP INLET CATCH BASIN SECTION



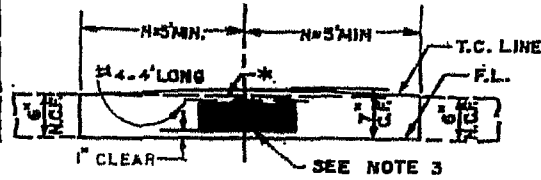
**CASE II INLET**

GRADED DITCH SECTION



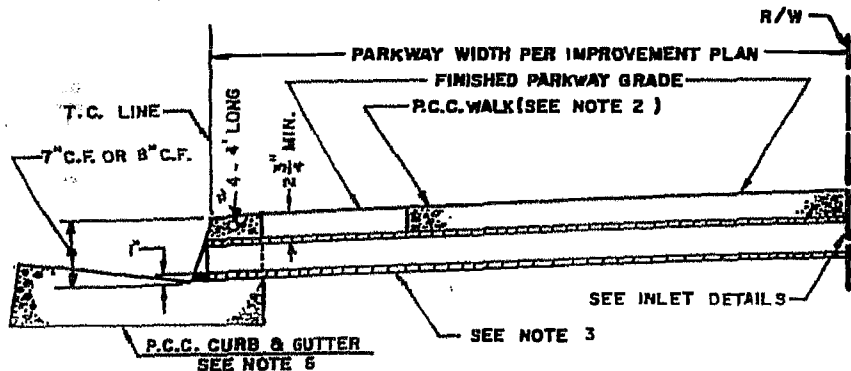
**CURB PROFILE**

6" NORMAL CURB FACE



**CURB PROFILE**

6" NORMAL CURB FACE



**SECTION A-A**

**NOTE:**

1. TOP OF INLET STRUCTURE (CASE I) TO BE FLUSH WITH ADJACENT SURFACE.
2. CONSTRUCT P.C.C. WALK AND CURB AND GUTTER AS SPECIFIED ON PLAN. MINIMUM REPLACEMENT OF WALK AND CURB AND GUTTER SHALL BE FROM JOINT TO JOINT OR AS DIRECTED BY THE CITY ENGINEER. SEE STD. DWG. NO. 314. THE CONTRACT PRICE PAID FOR P.C.C. WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
3. ONE CIRCULAR PIPE SHALL BE PLACED AT A LOCATION OTHERWISE THE PIPE SHALL BE ALHAMBRA FOUNDRY A470 OR EQUAL WITH THE SIZE AS SPECIFIED ON PLAN. FOR SIZES OTHER THAN 3", 5", 9", 12" N SHALL BE 10" AND C.F. OVER PIPE SHALL BE INCREASED 1" FOR 1".
4. INLET CASE TO BE SPECIFIED ON IMPROVEMENT OR GRADING PLAN.
5. ANGLE "A" EQUALS 0° UNLESS OTHERWISE SPECIFIED.
6. TYPE, DIMENSIONS, AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER IMPROVEMENT PLAN.
7. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR INLET CASE I SHALL BE ALHAMBRA FOUNDRY 14" X 24" TYPE A-2422 (GALVANIZED) OR EQUAL, PLACED LEVEL.
8. CONCRETE SHALL BE CLASS 520C 2500.

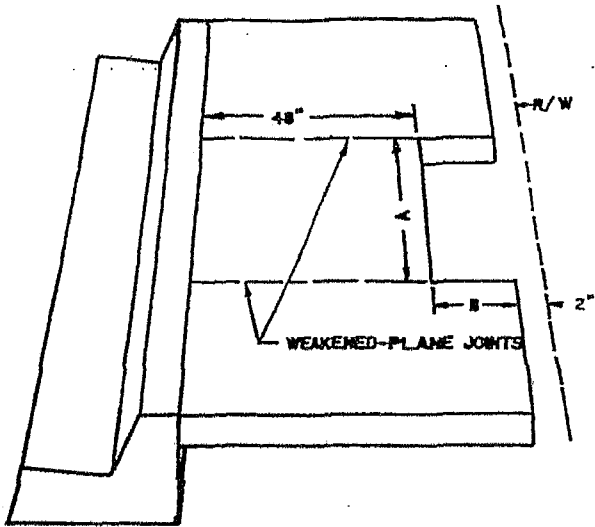
CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

PARKWAY DRAIN NO.2

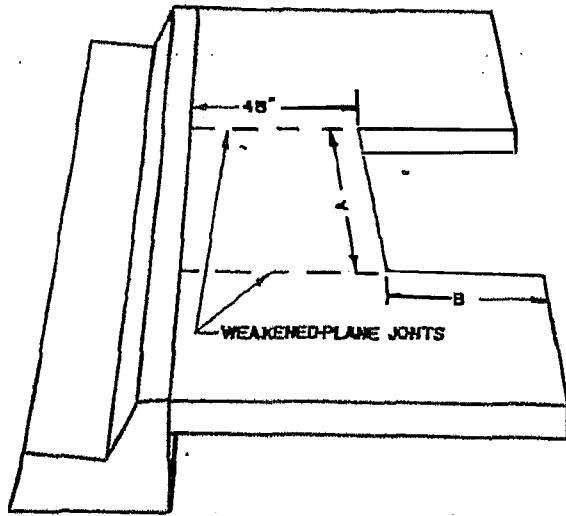
APPROVED *BDM* DATE 12/13/05  
BRUCE D. MATTERN R.C.E. 19368

DRAWN E.K.S.  
SCALE NONE  
STD. DWG. NO. 418

REV.



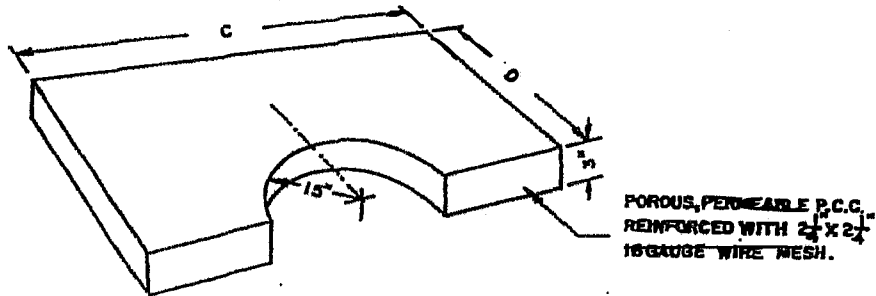
PARKWAYS LESS THAN 8'  
1 COVER REQUIRED  
CASE I: 2' X 4' TREE WELL



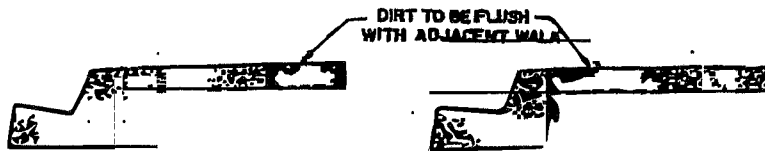
PARKWAYS 8' OR GREATER  
2 COVERS REQUIRED  
CASE II: 4' X 4' TREE WELL

TREE WELLS

CASE	A	B	C	D
I	4'-0"	2'-0"	3'-11"	1'-11 1/2"
II	4'-0"	4'-0"	3'-11"	1'-8 1/2"



POROUS TREE WELL COVER



TYPICAL SECTIONS

NOTES:

1. TREE WELLS SHALL BE PLACED APPROXIMATELY 50' APART, BUT NOT LESS THAN ONE PER RESIDENTIAL LOT.
2. LOCATION OF TREE WELLS WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:
  - A. 25' FROM CURB RETURNS.
  - B. 15' FROM LIGHT STANDARDS AND POWER POLES.
  - C. 10' FROM FIRE HYDRANTS, DRIVEWAYS, HOUSE WALKS, UTILITY METERS, PEDESTALS.
  - D. 10' FROM ALL UTILITY LATERALS AND MAINS.
3. COVERS ARE TO BE COLORED BUFF USING AN ACCEPTABLE COLORING AGENT.
4. TREE WELLS ARE TO BE BACKFILLED WITH CLEAN DIRT AND FLUSH WITH ADJACENT WALK UNTIL TREES ARE PLANTED.

CITY OF COSTA MESA  
CALIFORNIA  
PUBLIC SERVICES DEPARTMENT

SIDEWALK  
TREE WELL & COVER

APPROVED

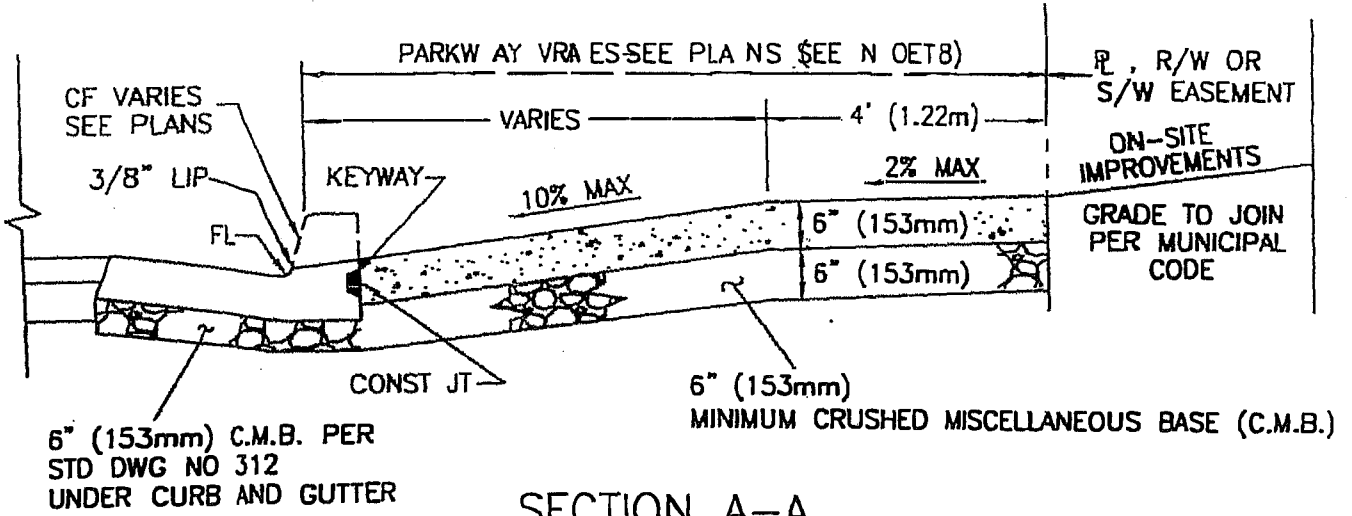
*B.D. Mattern* DATE 12/13/85  
BRUCE D. MATTERN R.C.E. 19398

DRAWN E.K.S.

SCALE NONE

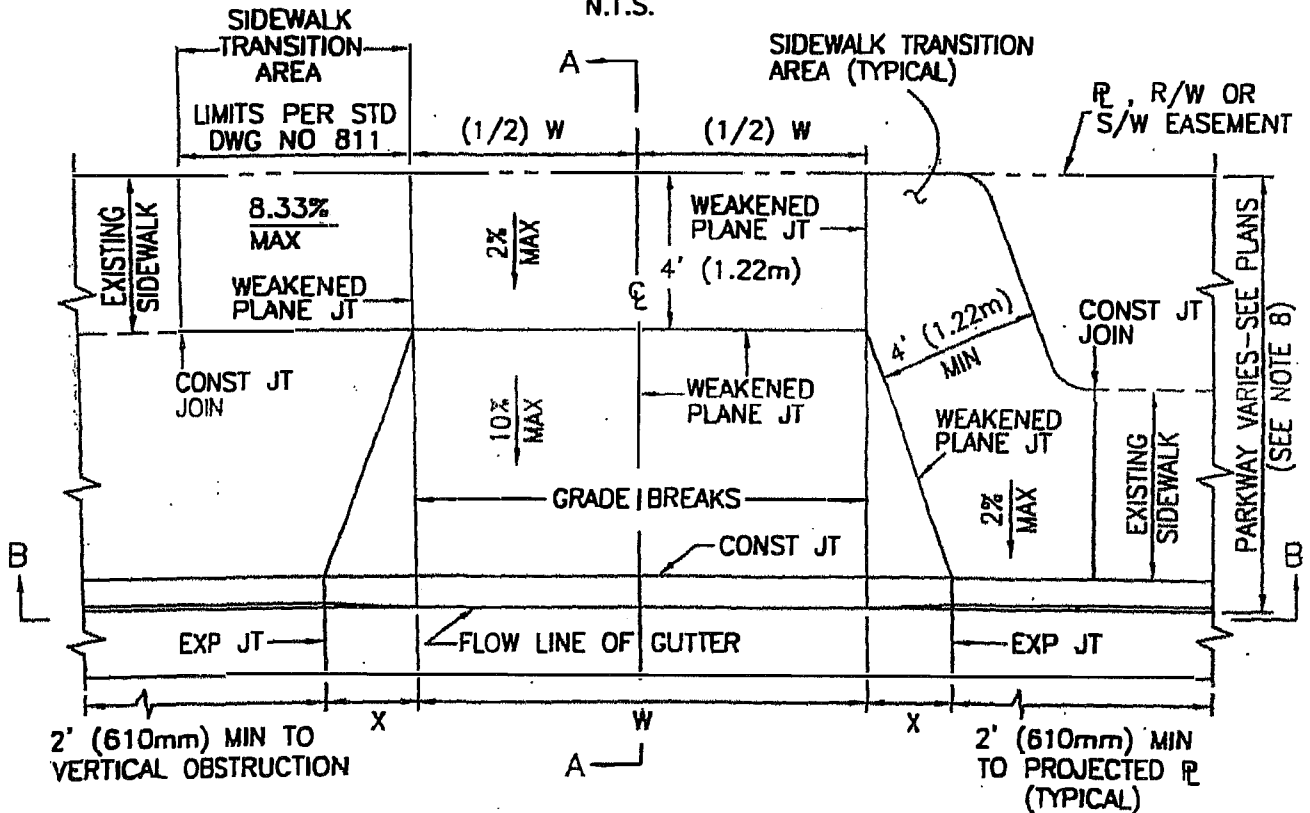
STD. DWG. NO.

419



**SECTION A-A**

N.T.S.



**PLAN**

N.T.S.

CITY OF COSTA MESA  
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL  
DRIVEWAY APPROACH  
TYPE I



APPROVED BY:

ERNESTO MUNOZ

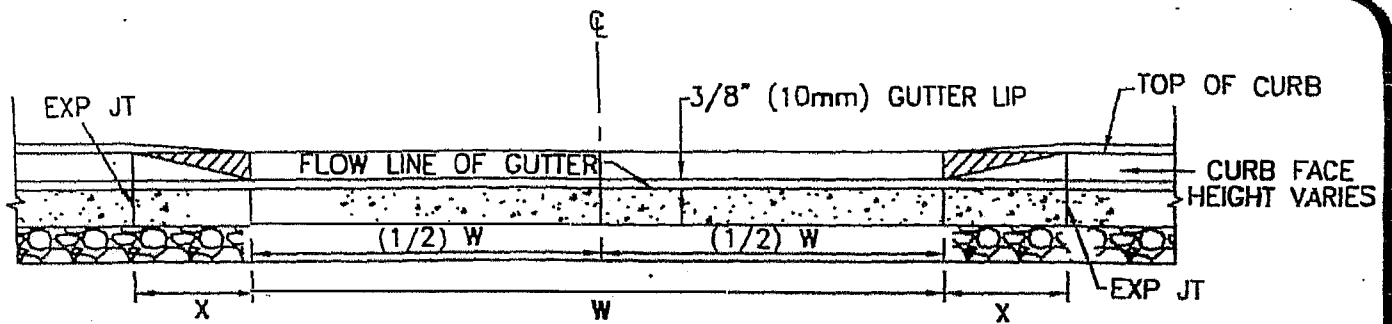
CITY ENGINEER

WILLIAM MORRIS

DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

513



## SECTION B-B

N.T.S.

### DIMENSIONS

W = 10' (3.05m) MIN - 16' (4.88m) MAX FOR RESIDENTIAL DRIVEWAYS.

X = 4' (1.22m) FOR 6" (153mm) CURB FACE.

X = 5' (1.52m) FOR 8" (204mm) CURB FACE.

### NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. THERE SHALL BE ONE DRIVEWAY PER PROPERTY.
3. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
4. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
5. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
6. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
7. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
8. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF RIGHT-OF-WAY/PROPERTY LINE.

CITY OF COSTA MESA  
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL  
DRIVEWAY APPROACH  
TYPE I



APPROVED BY:

*EJP*  
ERNESTO MORALES  
CITY ENGINEER

*William Morris* 1/10/03  
WILLIAM MORRIS  
DIRECTOR OF PUBLIC SERVICES

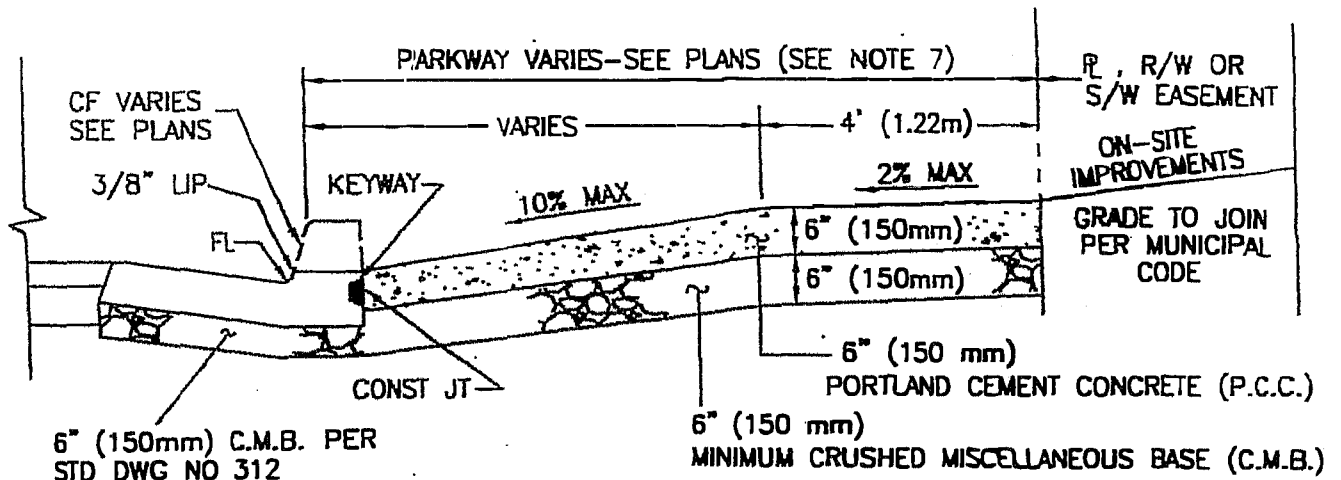
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513

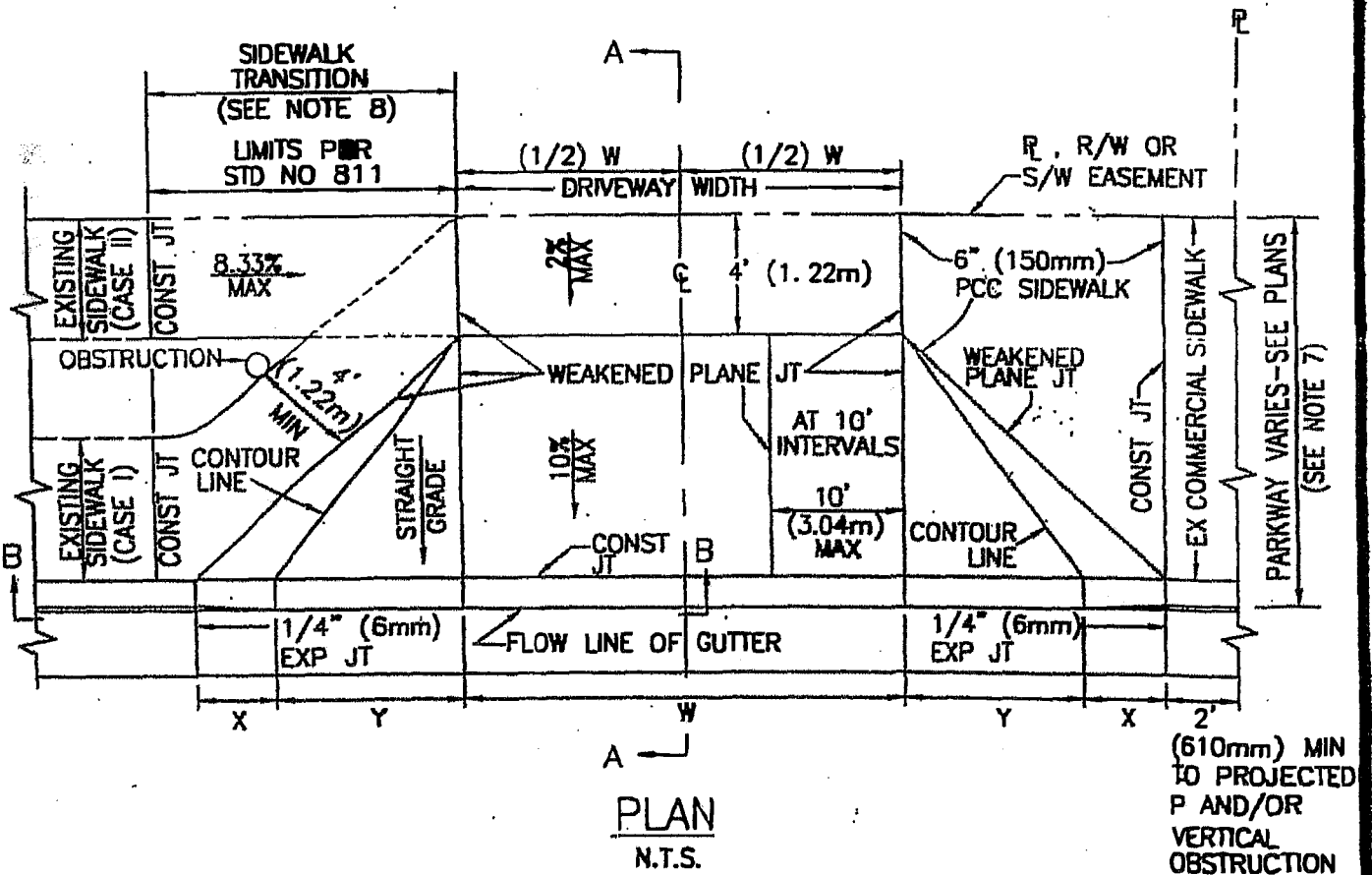
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REVISED:

SHT. 2 OF 2



**SECTION A-A**  
N.T.S.



**PLAN**  
N.T.S.

**CITY OF COSTA MESA**  
PUBLIC SERVICES DEPARTMENT

**DRIVEWAY APPROACH—TYPE II**  
**COMMERCIAL AND MULTI-USE**



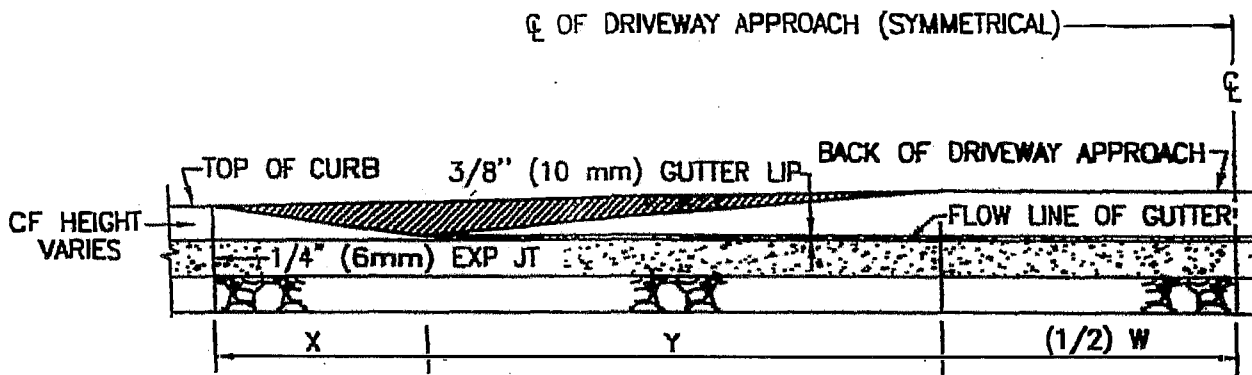
APPROVED:

*[Signature]*  
ERNESTO MUNOZ CITY ENGINEER

*[Signature]* 9/24/03  
WILLIAM MOORE DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

514



**SECTION B-B**  
N.T.S.

**DIMENSIONS**

- W= 16' (4.88m) MIN – 26' (7.92m) MAX FOR ALL DRIVEWAYS.
- X= 4' (1.22m) FOR 6" (150mm) CURB FACE.
- X= 5' (1.52m) FOR 8" (200mm) CURB FACE.
- Y= 7' (2.13m) ON MASTER PLAN STREETS
- Y= 4' (1.22m) ON RESIDENTIAL, NON-MASTER PLAN STREETS.

**NOTES:**

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
3. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
4. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
5. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
6. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
7. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF PROPERTY/RIGHT-OF-WAY LINE.
8. CASE I – SIDEWALK ADJACENT TO CURB AND GUTTER. NO GREENBELT.  
CASE II – EXISTING GREENBELT BETWEEN SIDEWALK AND CURB AND GUTTER.

**CITY OF COSTA MESA**  
PUBLIC SERVICES DEPARTMENT

**DRIVEWAY APPROACH-TYPE II**  
**COMMERCIAL AND MULTI-USE**



APPROVED:

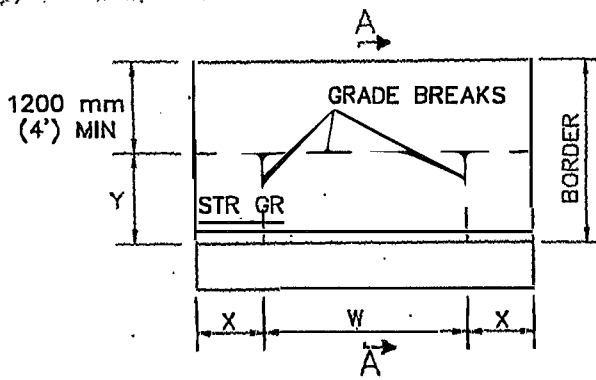
*[Signature]*  
ERNESTO MUÑOZ CITY ENGINEER

*[Signature]* 9/29/03  
WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

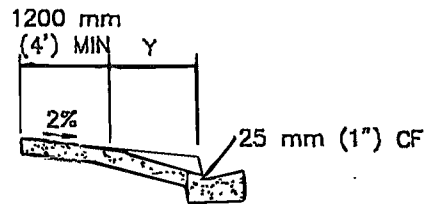
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514



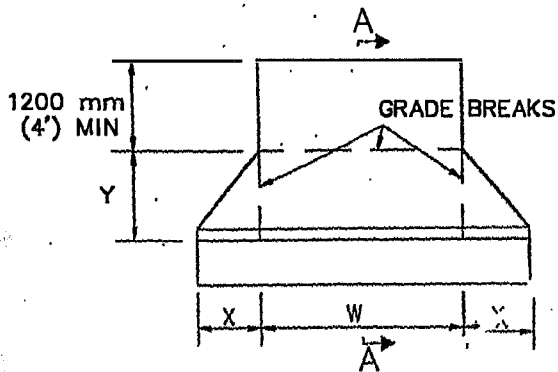


TYPE A

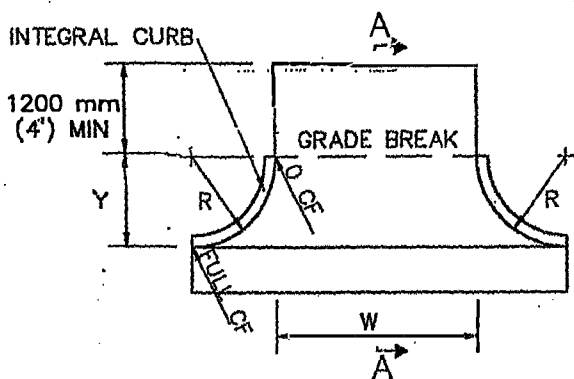


SECTION A-A

CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'-0")	1200 (4'-0")
175 (7")	1050 (3'-6")	1425 (4'-9")
200 (8")	1200 (4'-0")	1700 (5'-8")
225 (9")	1350 (4'-6")	1950 (6'-6")
250 (10")	1500 (5'-0")	2175 (7'-3")
275 (11")	1650 (5'-6")	2400 (8'-0")
300 (12") or more	1800 (6'-0")	2625 (8'-9")



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDE OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. IF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.

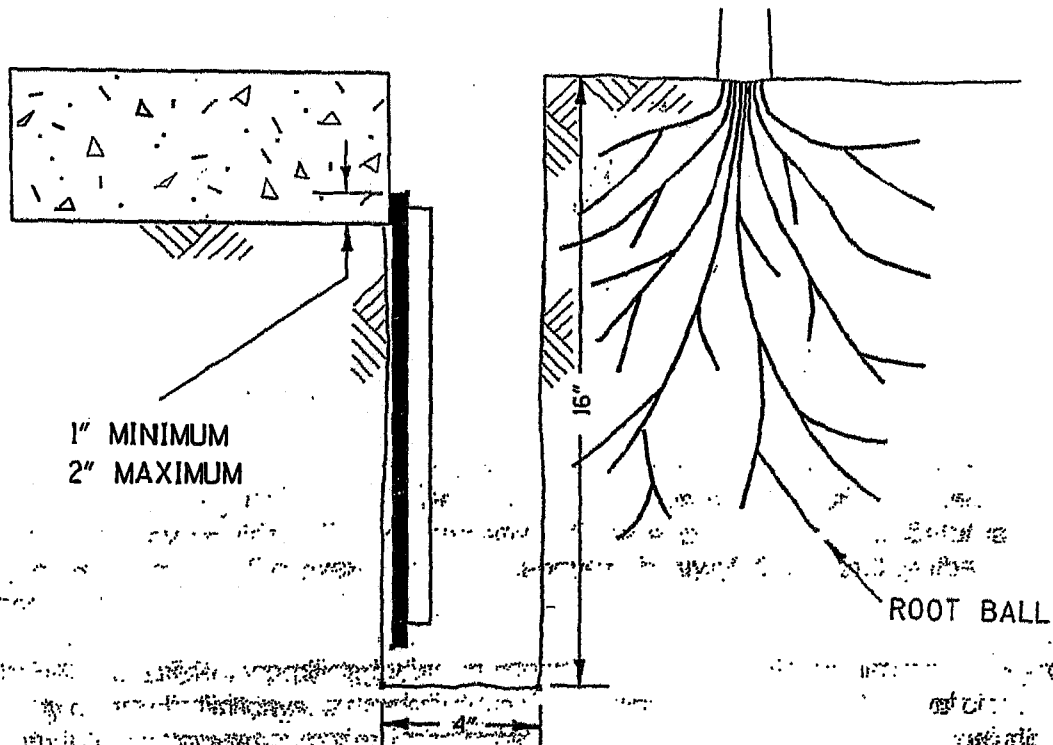
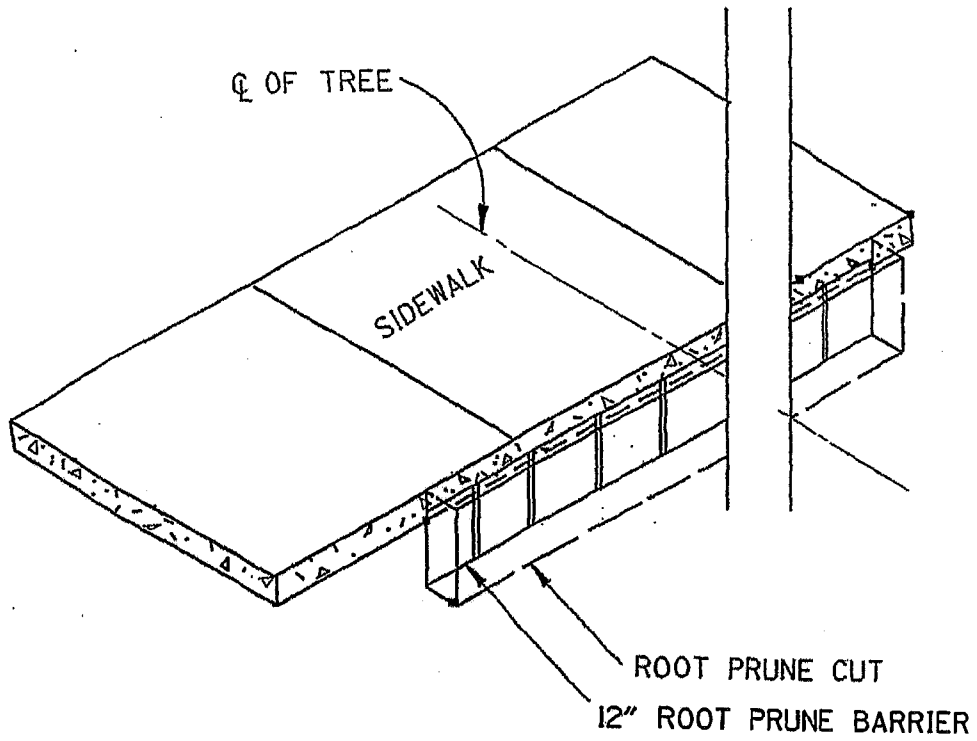
**AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER**

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1998

**DRIVEWAY APPROACHES**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

STANDARD PLAN  
METRIC  
**110 - 1**  
SHEET 1 OF 1



ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

STD. PLAN

Approved: Res. 78-791 Re Revised: Res. 86-1181, 88-1341, 90-546

Approved: *[Signature]*  
 W. J. Zouk, Director of Public Works

1708

TREE ROOT BARRIER

SHT. 1 OF 2

NOTES:

Tree Trimming :

1. Prior to root pruning, each tree shall be trimmed to reduce its overall size by one-third (1/3) and to promote improved growth.

Trimming shall also provide:

- a. Removal of all dead, damaged, diseased, or structurally deficient limbs;
- b. Thinning to reduce interior wind resistance;
- c. Vertical clearance of 14.0 feet over roadways 9.0 feet over sidewalks;
- d. Visual clearance around all traffic control devices and signs;
- e. An overall balanced appearance.

2. Root Pruning :

Root pruning cuts shall be made immediately adjacent to the sidewalk and shall be 4" wide, 16" deep (measured from the top of the final grade of the sidewalk) and 16' long centered 8' either side of the center of the tree. The bottom 13" of the root prune cut shall be filled with pea gravel, to promote deeper watering, with the top 3" filled with native soil free from rocks or other materials that would interfere with landscape maintenance tasks. At least 18 months shall transpire before root pruning the opposite of a tree. In general, root pruning would not be performed adjacent to the curb due to the normal depth of the curb.

3. Root Control Barrier :

Barrier shall be fabricated from a high density, high impact plastic, i.e. Polystyrene, Polyethylene, Polyvinyl Chloride, (PVC), or Acrylonitrile-Butadiene-Styrene (ABS). The interior surface shall have 1/2" high (minimum) raised vertical ribs spaces 6" to 8" apart the full depth of the barrier and shall be expressly designed for root deflection.

Barrier used for root pruning shall have a minimum depth of 12" with a minimum thickness of 0.06". Barriers shall be 16 feet long in one continuous piece (preferred) or in a combination of pieces securely fastened with adhesive at joint points.

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved

*W.L. Zaun*  
W.L. Zaun, Director of Public Works

Adopted: Res. 78-791 Revised: Res. 86-1141; 88-1341; 96-546

STD. PLAN

1708

TREE ROOT BARRIER

SHT.2 OF 2

UNITED STATES POST OFFICE

OUR REF: WED13:JDIAZ:am:-9998

DATE: May 30, 1990

SUBJECT: Location of mailboxes

P.O.C.L:

TO: City of Costa Mesa

Mailboxes shall be located on the right hand side of the roadway in the direction of the delivery route except on one way streets where they may be placed on the left hand side. The bottom of the box shall be set at an elevation established by the U.S. Postal Service, usually between 3'6" and 4'0" above the roadway surface.

On curbed streets, the roadside face of the mailbox shall be set back from the face of the curb a distance between 6 and 12 inches. On residential streets without curbs, that carry low traffic volumes, the roadside face of a mailbox shall be offset between 8 and 12 inches behind the edge of pavement.

156.54 D.M.M. Location

Rural boxes must be placed so that they may be safely and conveniently served by carriers without leaving their conveyances.

In all new housing tracks, we instruct the builders to install curbside delivery boxes at 2 to a post, at the property line on the curb.

155.262 Hardship cases

a) Changes in the type of delivery authorized for an area will be considered where service by existing methods would impose an extreme physical hardship on an individual customer. Any request for a change in delivery methods must be submitted in writing. Approval of these requests should be based upon humanitarian and not economic criteria. Each request for a change in delivery service should be evaluated on the basis of the customer's needs; a request should not be denied solely because of increased operational costs or because a family member or other party may be available to receive mail for the customer.

## MAILBOX IMPROVEMENT WEEK—Continued

Exhibit C

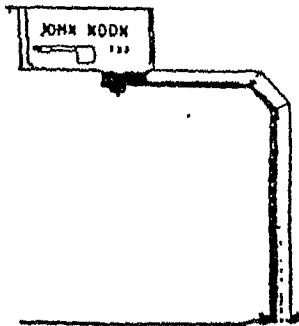
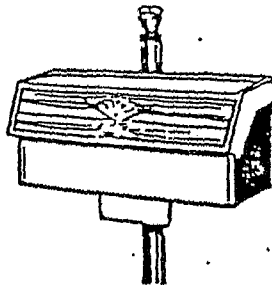


Exhibit D

**Contract Delivery Routes**

Contract delivery route customers must use an approved traditional rural-type or contemporary design box as new or replacement boxes.

**General Requirements**

The placement of mailboxes on both rural and contract routes must be safe and convenient for carriers. The boxes must be on the right-hand side of the road in the carrier's travel direction so they can deliver mail without leaving their conveyance.

This rule especially applies where traffic conditions make it dangerous for the carrier to drive to the left in order to reach the boxes, or when doing so would constitute a violation of traffic laws and regulations (apartment house or other multiple dwellings can be exempted from this rule as described in DMM 156.312).

On new rural routes, all boxes must be on the right-hand side of the road in the direction of the route line of travel. Box placement must conform with state laws and highway regulations. Rural carriers are subject to the same traffic laws and regulations as other motorists. Customers must remove obstructions, including vehicles, trash cans, and snow, that impede efficient delivery. Except when a box is temporarily blocked, carriers must have access to the box without leaving the vehicle unless authorized to dismount.

**Mailbox Supports**

Supports for mailboxes should be of adequate strength and size to support the box properly. However, customers should avoid using massive mailbox supports that, when struck, could damage vehicles and cause serious injury to vehicle occupants. Heavy metal posts, concrete posts, and miscellaneous items of farm equipment, such as milk cans filled with concrete, are examples of potentially dangerous supports. The ideal support is an assembly that bends or falls away from a striking vehicle. DMM sections 156.531, 156.54, 157.32c, and 157.4 specify postal regulations regarding construction and placement of mailboxes and supports on rural and highway contract routes.

The Federal Highway Administration (FHWA) has determined that mailbox supports no larger than 4 inches by 4 inches or a 4½-inch diameter wood post or a 2-inch diameter standard steel or aluminum pipe, buried no more than 24 inches, should safely break away if struck by a vehicle. The mailbox must also be securely attached to its post to prevent separation when struck. Exhibits E and F on page 12 are detailed examples of mailbox mountings and supports suggested by the FHWA. Boxes and supports should also be painted and free from rust.

**NDCBUs and All-Weather Parcel Lockers**

During Mailbox Improvement Week, postmasters/managers or their designees should also review Neighborhood Delivery and Collection Box Units (NDCBUs) and All-Weather Parcel Lockers in their delivery area to identify any hazards or irregularities. Exhibit G on page 13 is a suggested format for use in conducting the review. Results of the review should be recorded.

Employees conducting the review must complete Form 1624, *Delivery and Collection Equipment Work Request*, for any equipment that poses a safety hazard to postal customers or employees. Use Form 7380, *MDC Supply Requisition*, to request Form 1624 from the material distribution centers.

**Equipment Review Procedure**

Employees should use the NDCBU and parcel locker Equipment Checklist and Followup Review Procedure, Exhibit G, when examining the condition of NDCBU and parcel locker equipment. This exhibit may be reproduced locally. They should:

1. List the unit location, type, and manufacturer in the left-hand column (omit manufacturer if all items are in order).

2. Assign each checklist item one of the following ratings:

OK—Equipment does not need attention for this item.

X—Equipment needs attention for this item.

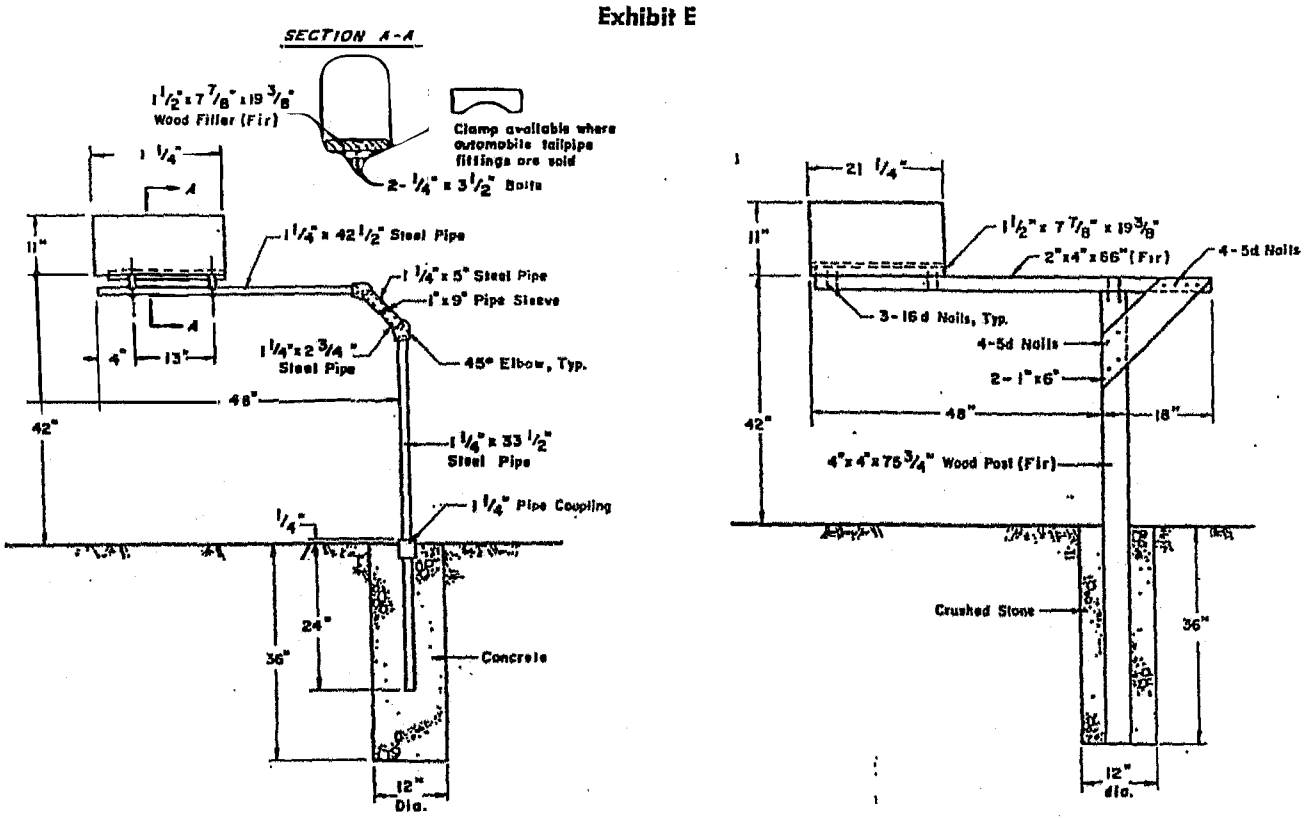
NA—Item does not apply to this particular piece of equipment.

3. Examine the following items and annotate Exhibit G:

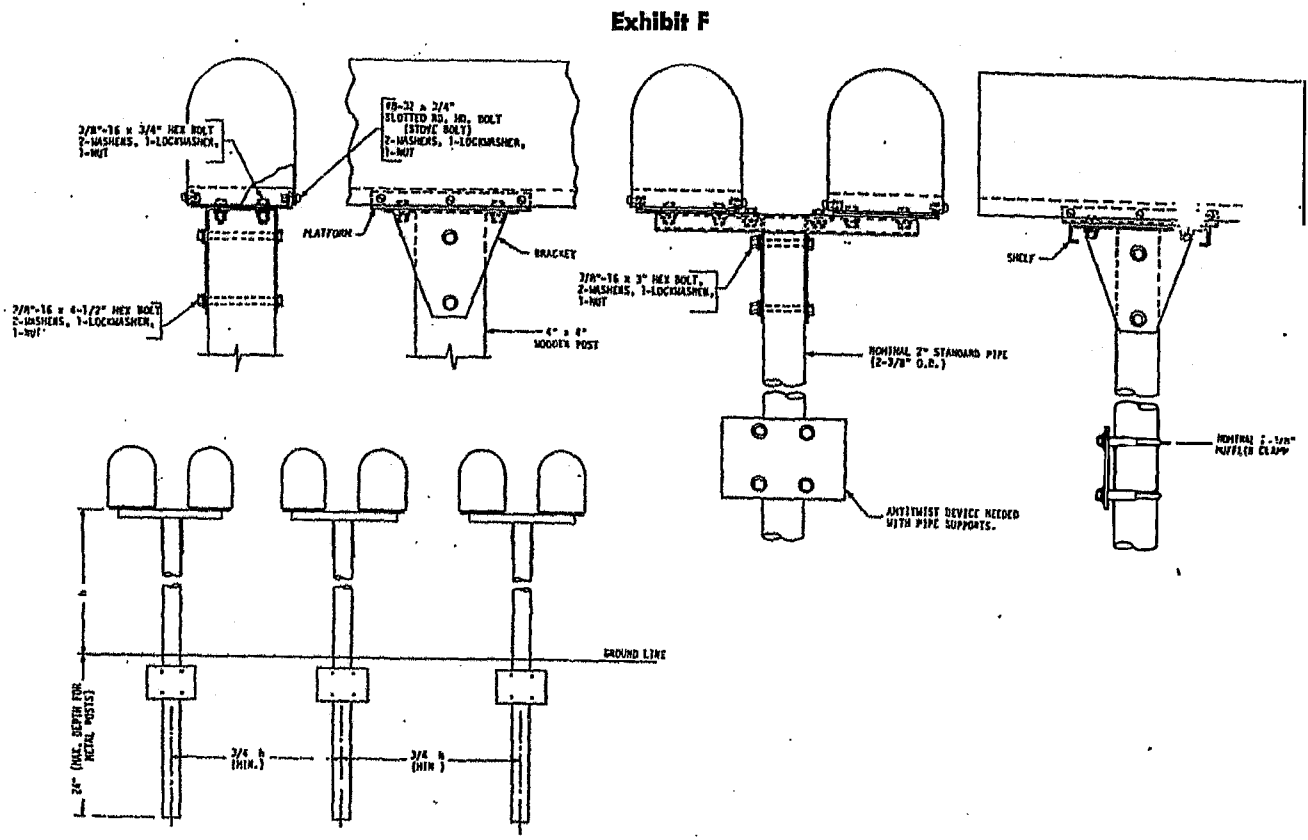
a. Equipment should be straight, vertical, and firmly mounted. Attempt to shake the unit; it should not move. If equipment is not firmly mounted, note whether it is the connection at ground level that is loose or the pedestal to customer compartments connection that needs attention.

b. Check visible welds. Make note of cracked, broken, or rusted welds.

c. Observe whether the carrier access door is locked and secure. Open it and observe that it is not bowed or warped and that the door and locking bar operate smoothly. With carrier access door(s) open, notice if restraining devices prevent the door



**CANTILEVER MAILBOX SUPPORTS**



**SPACING FOR MULTIPLE POST INSTALLATION**

**SINGLE AND DOUBLE MAILBOX INSTALLATIONS**

**GENERAL NOTE:** Streets shown in this plan are subject to change without notice.

**CITY OF COSTA MESA, CALIFORNIA**  
**MASTER PLAN OF HIGHWAYS**  
**AMENDED OCTOBER 18, 2005**  
**GENERAL PLAN AMENDMENT 05-5**

**LEGEND**  
 MAJOR (100' ROW)  
 PRIMARY (80' ROW)  
 SECONDARY (72' ROW)  
 COLLECTOR (60' ROW)  
 RIGHT TURN LANE

**TYPICAL CROSS SECTIONS**  
 NOTES: REFER TO MASTER PLAN OF HIGHWAYS FOR STREETS REQUIRING BICYCLE FACILITIES. ADDITIONAL RIGHT OF WAY MAY BE REQUIRED TO MEET ADA, ACCESSIBILITY REQUIREMENTS AT BUS STOPS AND DRIVE APPROACHES.

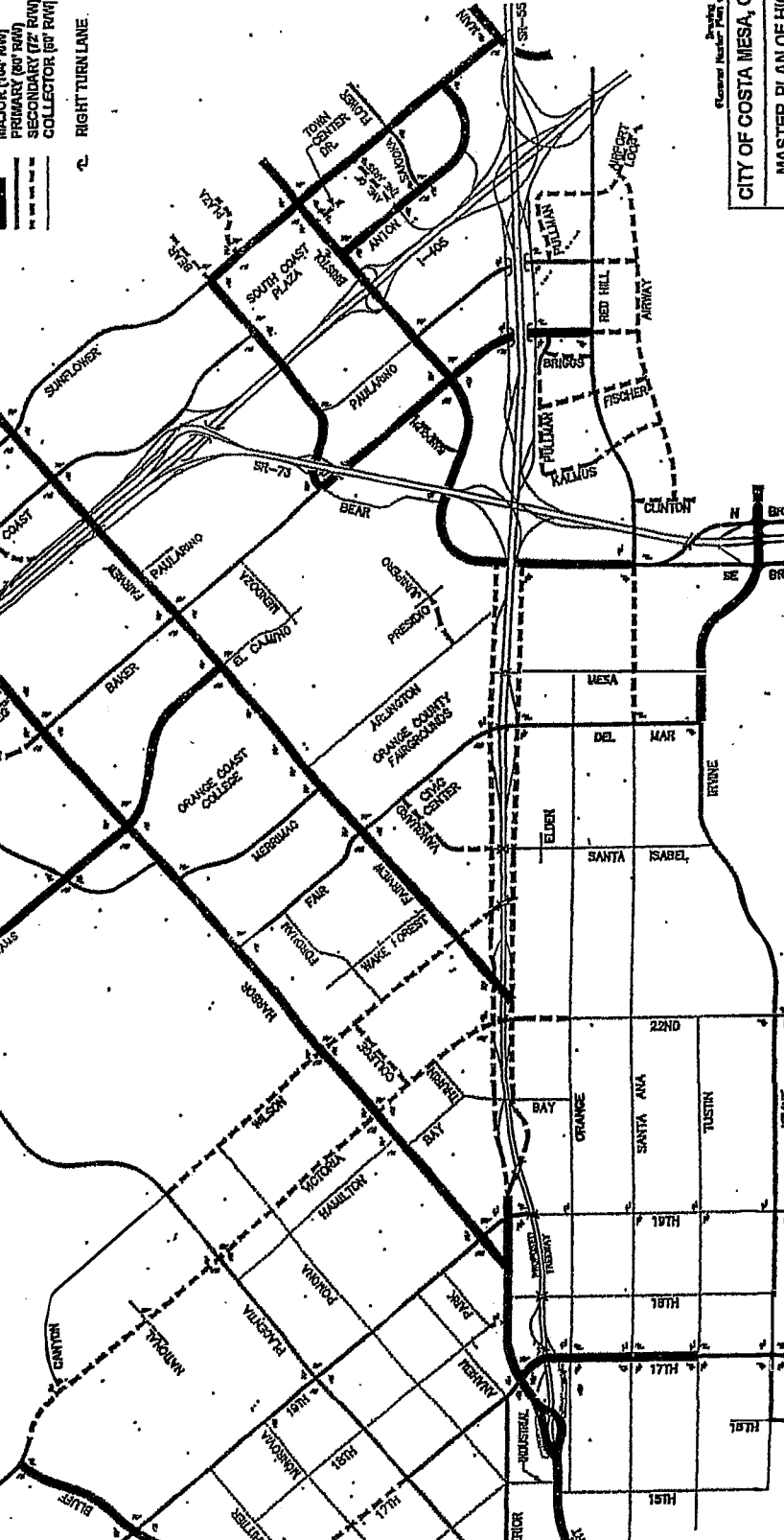
**ADDITIONAL CROSS SECTIONS**  
 SECONDARY HIGHWAY  
 COLLECTOR HIGHWAY

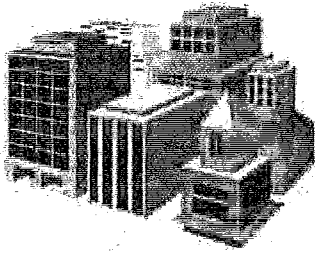
**ADDITIONAL CROSS SECTIONS**  
 SECONDARY HIGHWAY  
 COLLECTOR HIGHWAY

**ADDITIONAL CROSS SECTIONS**  
 SECONDARY HIGHWAY  
 COLLECTOR HIGHWAY

**COUNCIL**

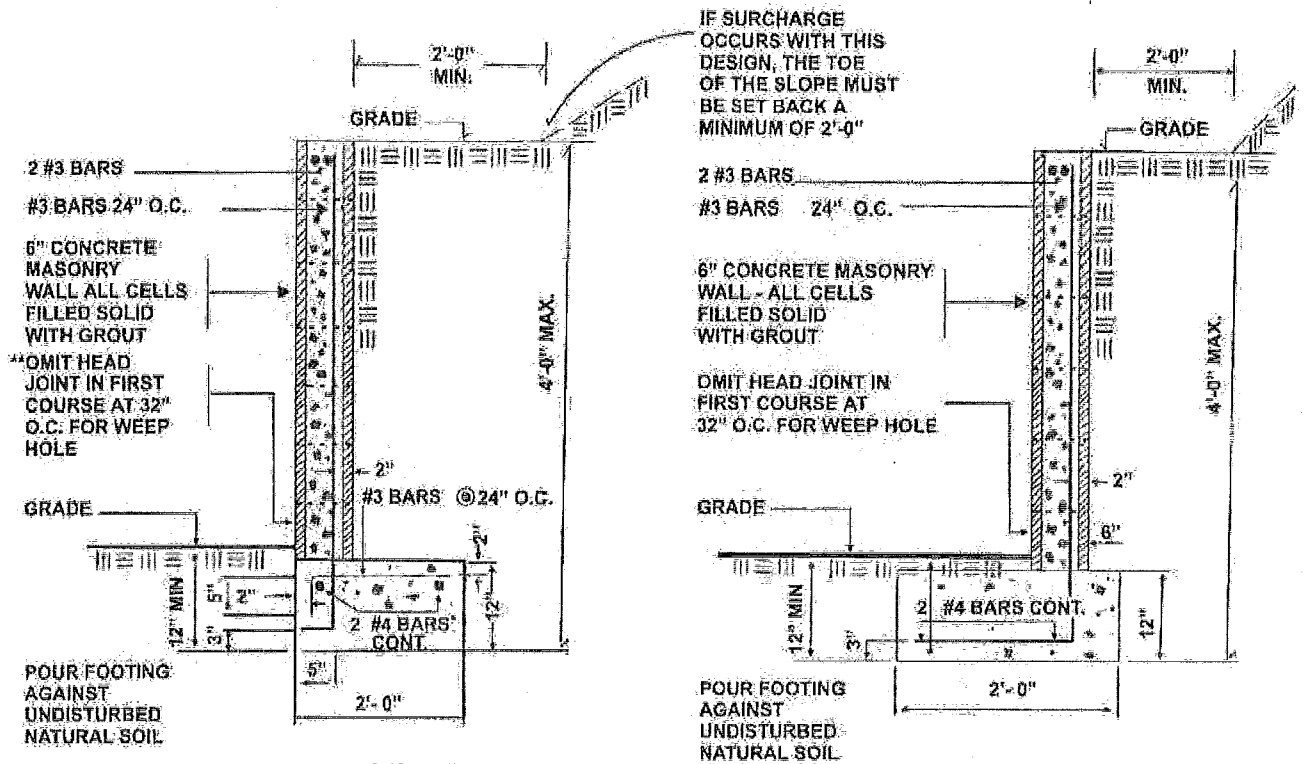
Res. 85-115	October 2, 1985
Res. 85-151	December 16, 1985
Res. 85-176	January 14, 1986
Res. 85-198	February 19, 1986
Res. 85-217	March 11, 1986
Res. 85-235	April 8, 1986
Res. 85-253	May 6, 1986
Res. 85-271	June 3, 1986
Res. 85-289	July 1, 1986
Res. 85-307	July 29, 1986
Res. 85-325	August 26, 1986
Res. 85-343	September 23, 1986
Res. 85-361	October 21, 1986
Res. 85-379	November 18, 1986
Res. 85-397	December 16, 1986
Res. 85-415	January 13, 1987
Res. 85-433	February 10, 1987
Res. 85-451	March 10, 1987
Res. 85-469	April 7, 1987
Res. 85-487	May 5, 1987
Res. 85-505	June 2, 1987
Res. 85-523	June 30, 1987
Res. 85-541	July 28, 1987
Res. 85-559	August 25, 1987
Res. 85-577	September 22, 1987
Res. 85-595	October 20, 1987
Res. 85-613	November 17, 1987
Res. 85-631	December 15, 1987
Res. 85-649	January 12, 1988
Res. 85-667	February 9, 1988
Res. 85-685	March 9, 1988
Res. 85-703	April 6, 1988
Res. 85-721	May 4, 1988
Res. 85-739	June 1, 1988
Res. 85-757	June 29, 1988
Res. 85-775	July 27, 1988
Res. 85-793	August 24, 1988
Res. 85-811	September 21, 1988
Res. 85-829	October 19, 1988
Res. 85-847	November 16, 1988
Res. 85-865	December 14, 1988
Res. 85-883	January 11, 1989
Res. 85-901	February 8, 1989
Res. 85-919	March 7, 1989
Res. 85-937	April 4, 1989
Res. 85-955	May 2, 1989
Res. 85-973	May 31, 1989
Res. 85-991	June 28, 1989
Res. 86-1	July 26, 1989
Res. 86-19	August 23, 1989
Res. 86-37	September 20, 1989
Res. 86-55	October 18, 1989
Res. 86-73	November 15, 1989
Res. 86-91	December 13, 1989
Res. 87-9	January 10, 1990
Res. 87-17	January 27, 1990
Res. 87-25	February 24, 1990
Res. 87-33	March 21, 1990
Res. 87-41	April 18, 1990
Res. 87-49	May 16, 1990
Res. 87-57	June 13, 1990
Res. 87-65	July 11, 1990
Res. 87-73	August 8, 1990
Res. 87-81	September 5, 1990
Res. 87-89	October 3, 1990
Res. 87-97	October 31, 1990
Res. 88-5	November 28, 1990
Res. 88-13	December 26, 1990
Res. 88-21	January 23, 1991
Res. 88-29	February 20, 1991
Res. 88-37	February 17, 1991
Res. 88-45	February 14, 1991
Res. 88-53	February 11, 1991
Res. 88-61	February 8, 1991
Res. 88-69	February 5, 1991
Res. 88-77	February 2, 1991
Res. 88-85	January 30, 1991
Res. 88-93	January 27, 1991
Res. 89-1	January 24, 1991
Res. 89-9	January 21, 1991
Res. 89-17	January 18, 1991
Res. 89-25	January 15, 1991
Res. 89-33	January 12, 1991
Res. 89-41	January 9, 1991
Res. 89-49	January 6, 1991
Res. 89-57	January 3, 1991
Res. 89-65	December 31, 1990
Res. 89-73	December 28, 1990
Res. 89-81	December 25, 1990
Res. 89-89	December 22, 1990
Res. 89-97	December 19, 1990





# City of Costa Mesa Building Division

## RETAINING WALLS



\*\*SUBJECT TO ADJACENT PROPERTY OWNER'S APPROVAL

### NOTES:

1. Retaining wall shall be grouted solid.
2. Reinforcing splices in masonry shall be lapped not less than 15", in concrete not less than 12".
3. Omit mortar at head joints of first course at 32" o.c.
4. Mortar shall be no leaner than 3 to 1.
5. Inspection required prior to grouting cells.
6. Retaining walls greater than 4'-0" in height or with surcharge loads other than shown above shall be fully engineered by a licensed engineer.
7. Retaining walls with standard concrete block walls or fences of any materials constructed above, shall be fully engineered by a licensed engineer.
8. A survey of the lot may be required by the building official to verify that the structure is located in accordance with the approved plans (2001 CBC, Section 108.1).

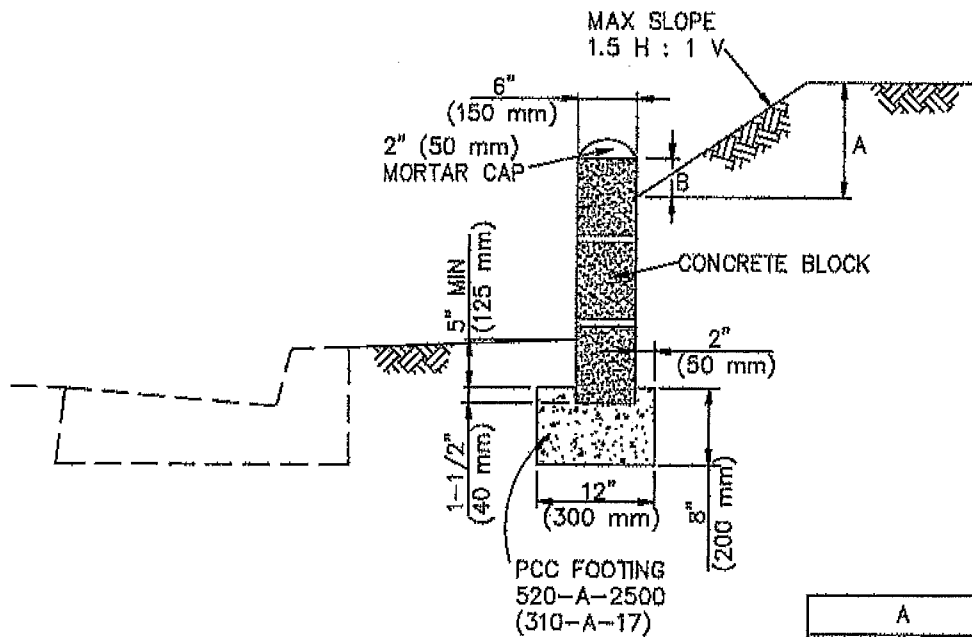
### SPECIFICATIONS:

CONCRETE: 2500 psi at 28 days.

BLOCK: Grade N, Type I A.S.T.M. C-90.

REINFORCING: Grade 40 A.S.T.M. A615.





A	B
0 TO 6" (0 TO 150 mm)	2" (50 mm)
6" TO 16" (151 TO 400 mm)	4" (100 mm)
17" TO 48" (410 TO 1200 mm)	6" (150 mm)

#### NOTES

1. MAX HEIGHT OF WALL IS 3 COURSES OF 8" (200 mm) HIGH BLOCK.
2. NO LIVE-LOAD SURCHARGE SHALL BE ALLOWED ON RETAINED SOIL.
3. POUR FOOTING AGAINST UNDISTURBED EARTH.
4. TOP OF FOOTING MAY BE PLACED AT SAME GRADE AS STREET IF STREET GRADE IS UNIFORM AND 5% MAX.
5. PLACE CONCRETE BLOCKS IMMEDIATELY AFTER POURING THE FOOTING. FILL ALL CELLS SOLID WITH GROUT AND ROD SO THAT GROUT IS MONOLITHIC WITH FOOTING.
6. IN FIRST COURSE ABOVE FINISHED GRADE, OMIT MORTAR FROM VERTICAL JOINTS EACH 32" (800 mm) TO SERVE AS WEEP HOLES.

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1998, 2005, 2008, 2010

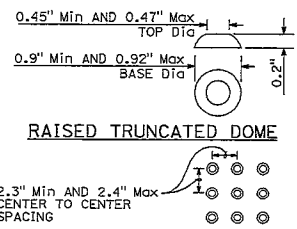
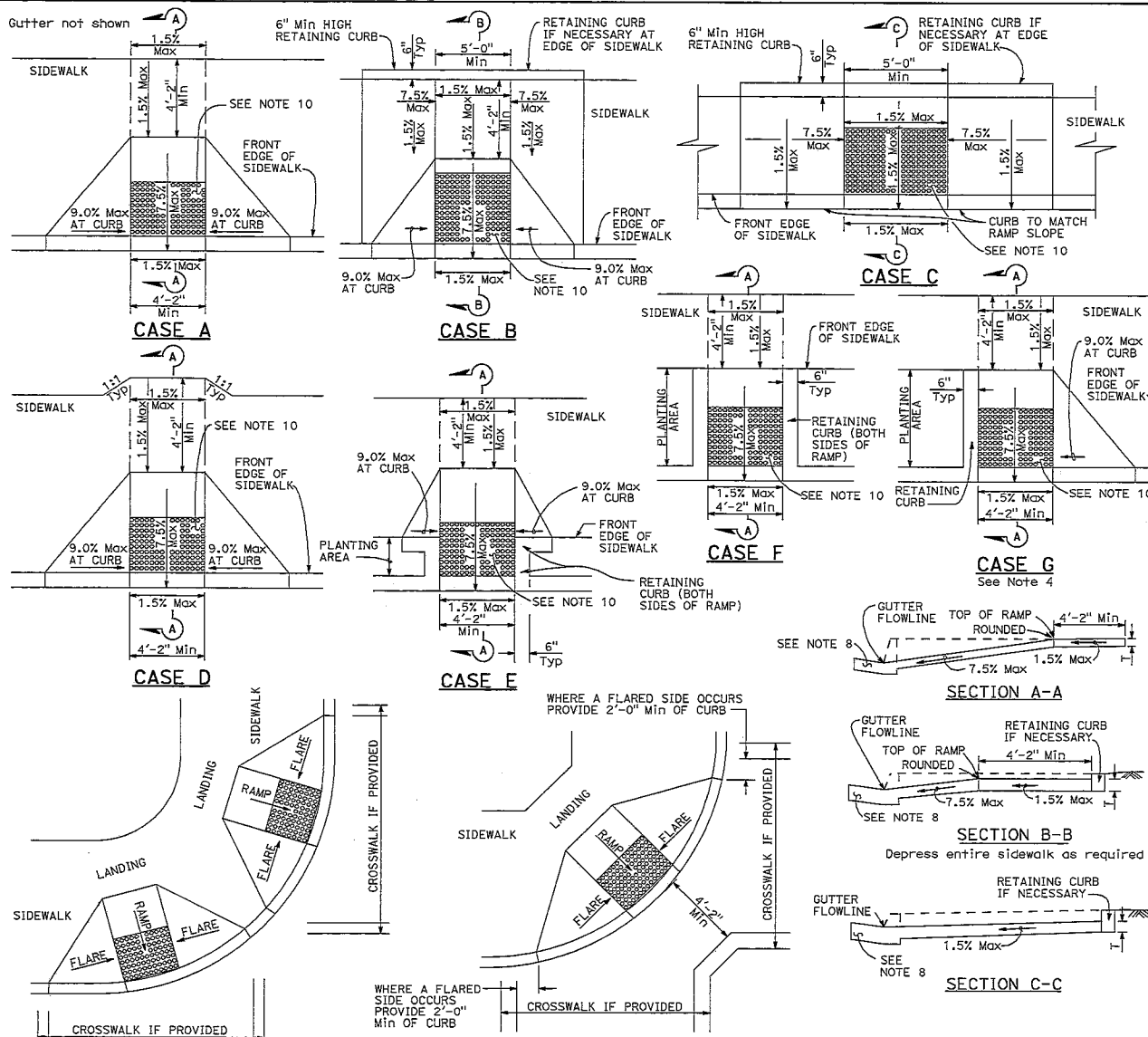
## CONCRETE BLOCK SLOUGH WALL

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

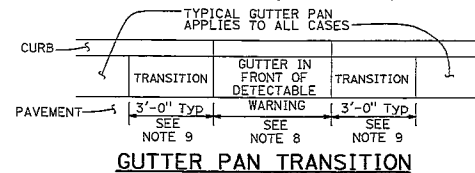
622-4

SHEET 1 OF 1



**RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE**

- NOTES:** See Note 10
1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
  2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
  3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
  4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
  5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
  6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
  7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
  8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
  9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
  10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
  11. Sidewalk and ramp thickness, "t", shall be 3/2" minimum.
  12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
  13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



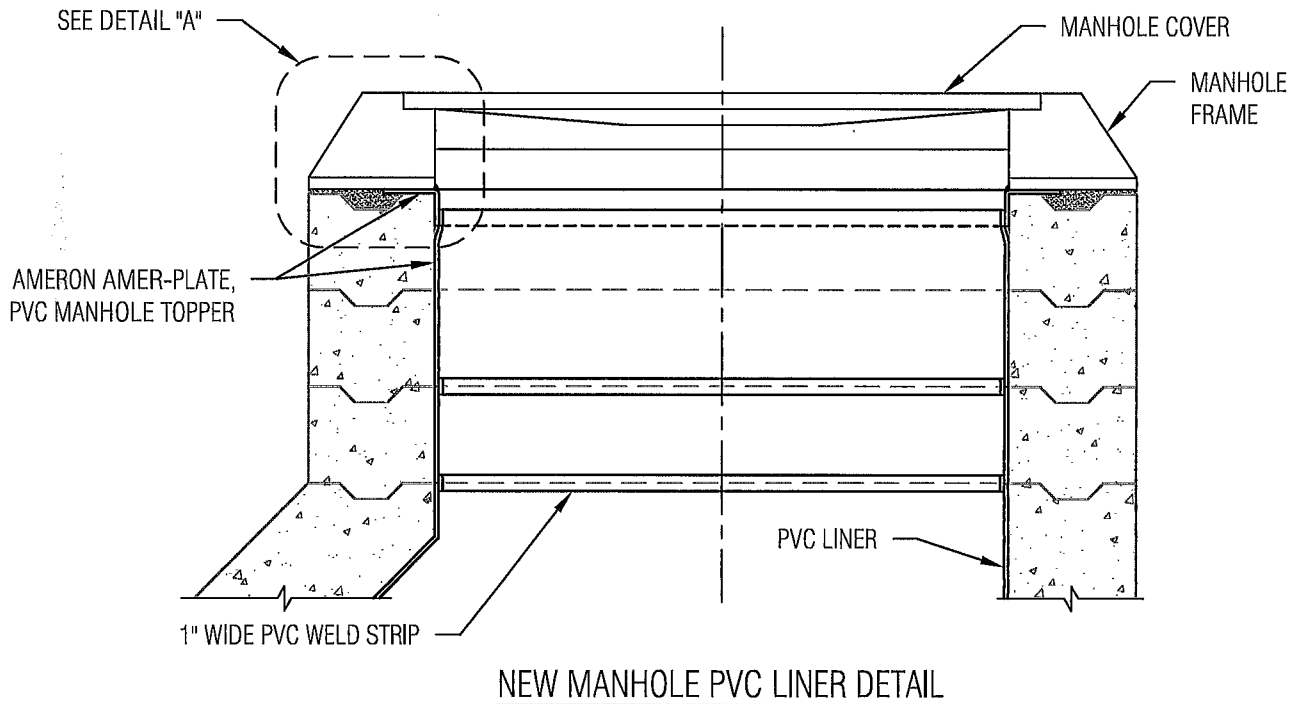
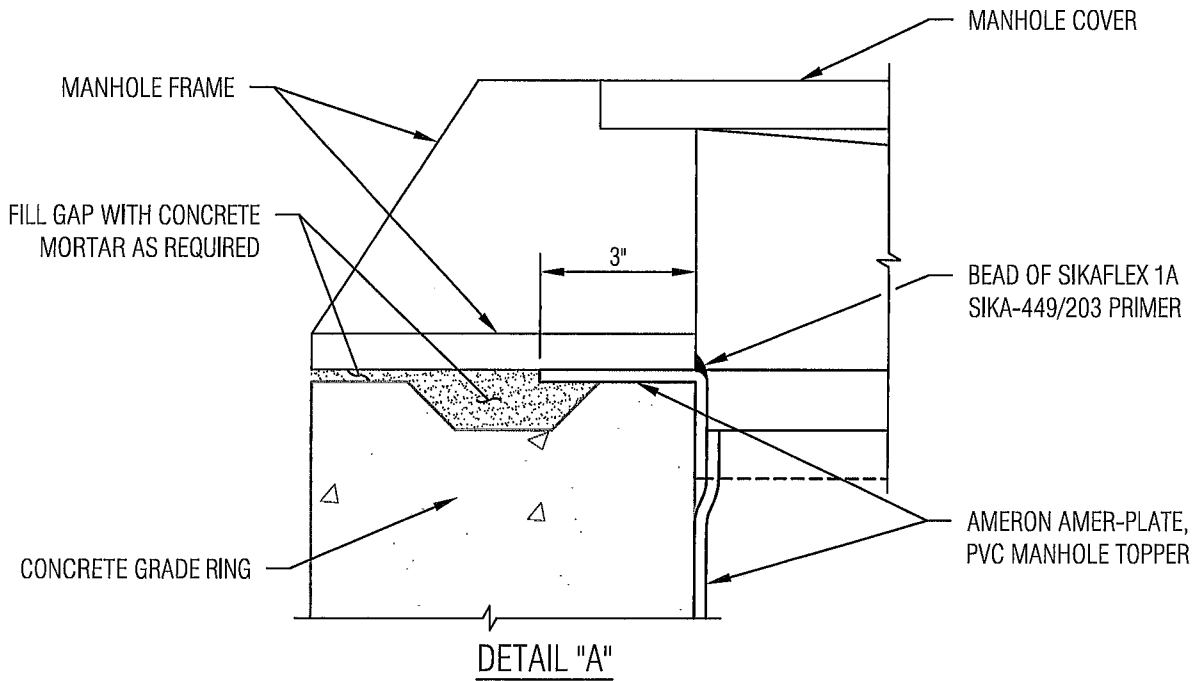
**CURB RAMP DETAILS**  
NO SCALE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 Rebecca Lynn Mowry  
 No. CS4415  
 Exp. 12-31-19  
 CIVIL  
 STATE OF CALIFORNIA

May 31, 2018  
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.




**NOTES:**

1. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO ONE-EIGHTH INCH HIGH.
2. ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
3. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK SETTING CONCRETE FOR COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
4. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
5. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

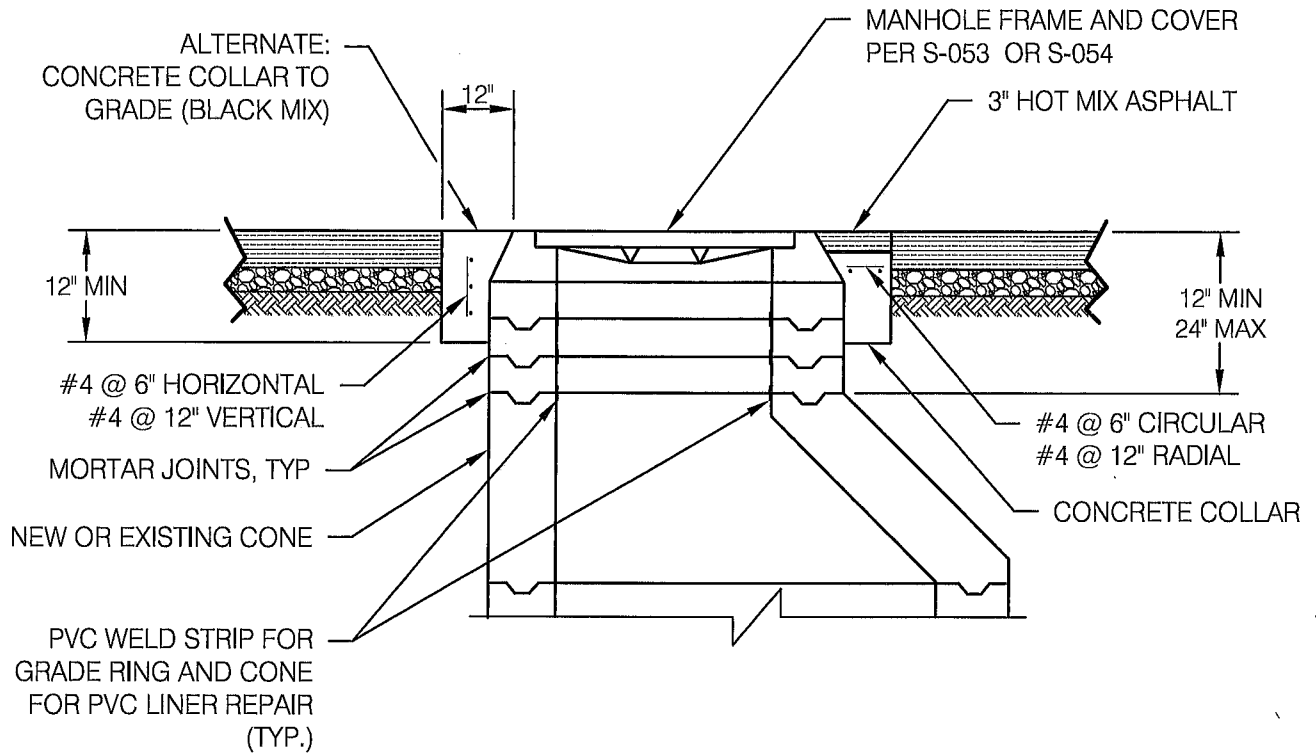
DWG: J:\CAD Standards\WIP\WIP\_ Engineering Standard Drawings\REVISED\060A - PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE.dwg  
 DATE: May 15, 2019 8:42am

NO.	APPROVED	DATE
1	EDAC	02/22/2017

ORANGE COUNTY SANITATION DISTRICT  
 ORANGE COUNTY, CALIFORNIA  
 APPROVED BY  
  
 DIRECTOR OF ENGINEERING  
 DATE: 6/20/18

**PVC LINER INSTALLATION  
 EXISTING MANHOLE  
 ADJUST TO GRADE**

NO SCALE  
 STANDARD DWG.  
**S-050A**



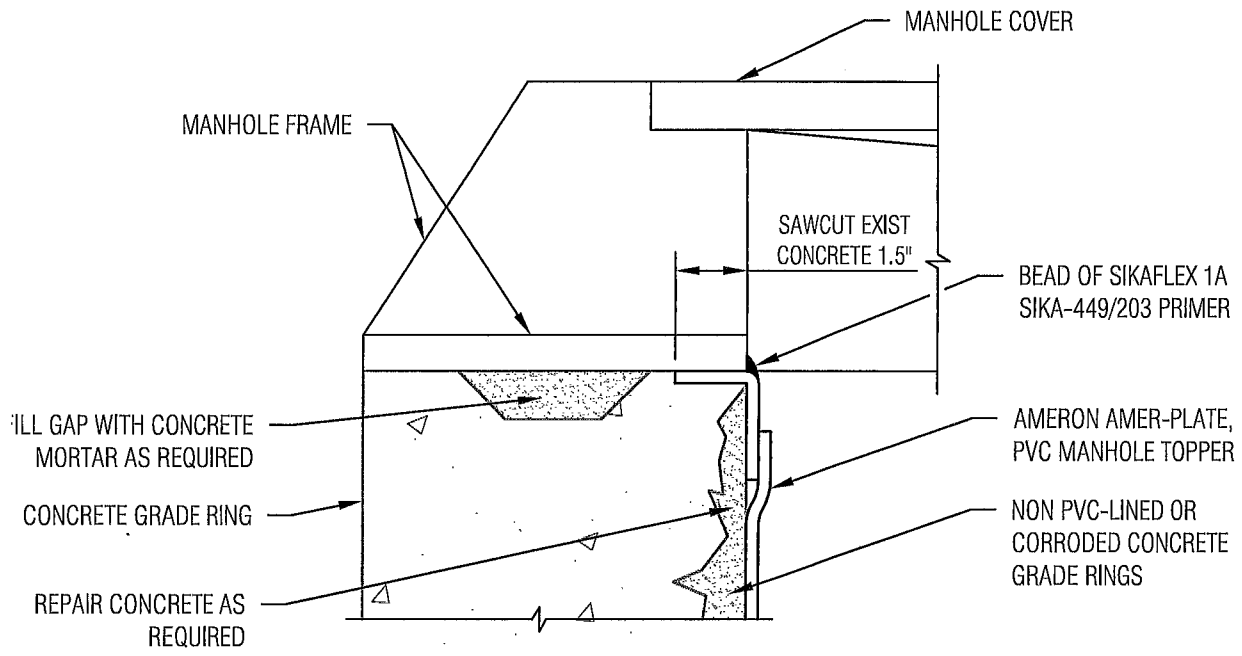
CROSS SECTION

**NOTES:**

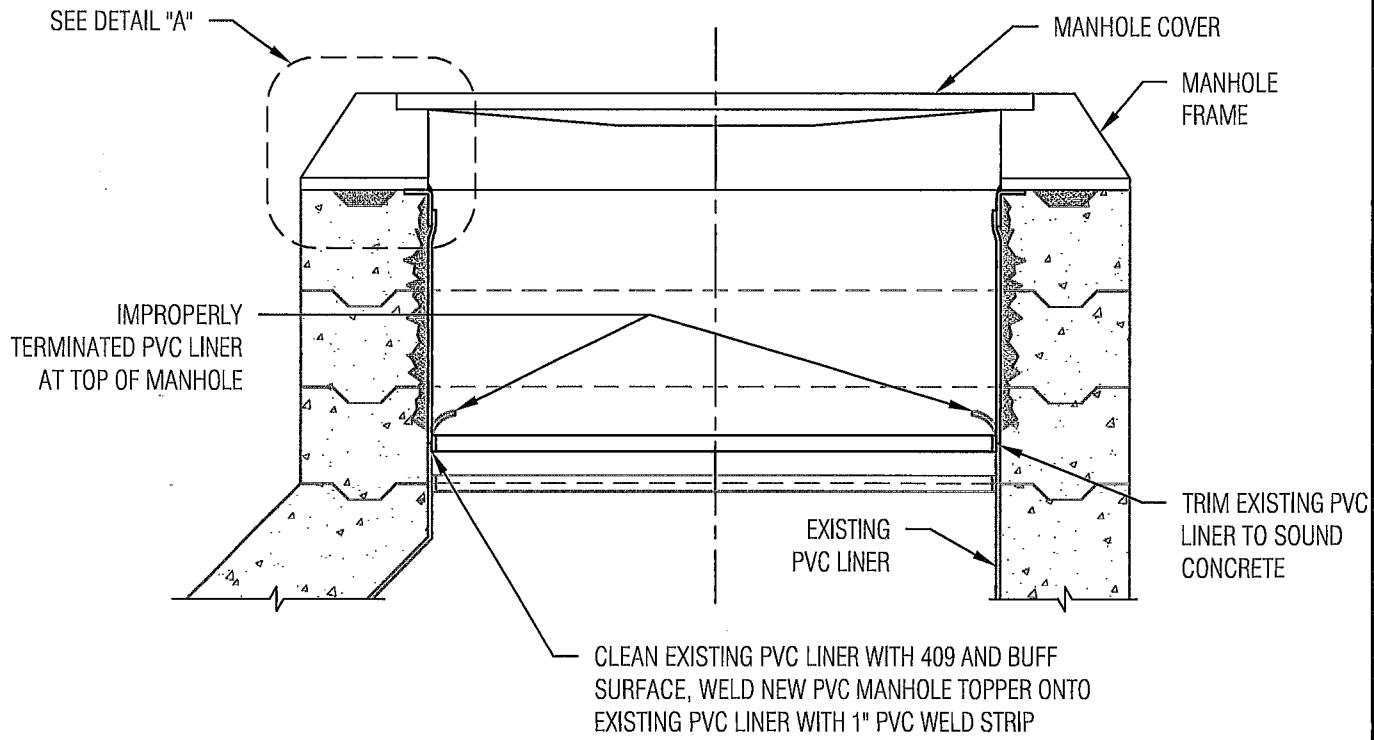
1. NEATLY REMOVE PAVEMENT AND AGGREGATE BASE AS NECESSARY TO MAKE ADJUSTMENT.
2. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO 1/8" HIGH.
3. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED LINER, AND TEST LINER FOR PINHOLES AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24".
4. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED BY GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK-SETTING CONCRETE TO FORM COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
5. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
6. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

DWG: I:\CAD Standards\WIP\WIP\_Engineering Standard Drawings\REVISED\S-055 - MANHOLE ADJUSTMENT TO GRADE.dwg  
DATE: Apr 03, 2019 12:23pm

			ORANGE COUNTY SANITATION DISTRICT ORANGE COUNTY, CALIFORNIA	<b>MANHOLE ADJUSTMENT TO GRADE</b>	NO SCALE
			APPROVED BY <i>[Signature]</i> DIRECTOR OF ENGINEERING		STANDARD DWG.
1	EDAC	02/22/2017			<b>S-055</b>
NO.	APPROVED	DATE			



DETAIL "A"



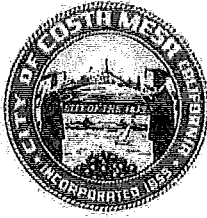
EXISTING MANHOLE PVC LINER DETAIL

NOTES:

1. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
2. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

DWG: J:\CAD Standards\WIP\WIP\_Engineering Standard Drawings\REVISED\S-055A - PVC LINER REPAIR EXISTING MANHOLE.dwg DATE: Apr-17, 2019 10:15am

			ORANGE COUNTY SANITATION DISTRICT ORANGE COUNTY, CALIFORNIA	<b>PVC LINER REPAIR EXISTING MANHOLE</b>	NO SCALE
			APPROVED BY <i>[Signature]</i> DIRECTOR OF ENGINEERING		STANDARD DWG.
1	EDAC	02/22/2017			<b>S-055A</b>
NO.	APPROVED	DATE			



# CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** May 2, 2024

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 1 – TRAFFIC SIGNAL MODIFICATION AT BAKER STREET  
AND BABB STREET, CITY PROJECT NO. 24-02**

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

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

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

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

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

**ONLINE Q&A DUE DATE:** 4:00 P.M., Monday, April 29, 2024 **NO CHANGE**

**BID OPENING DATE:** 4:00 P.M., Monday, May 6, 2024 **NO CHANGE**

**ADDENDUM 1 UPDATES:**

1. **Q&A** responses to bidder questions posted on Planetbids.com.  
Released as an attachment to this Addendum 1 and posted to Planetbids.com
2. **REMINDER:** ORIGINAL SEALED COPY OF BIDDERS BOND MUST BE SUBMITTED TO THE CITY CLERK, 77 Fair Drive, Costa Mesa, CA, PRIOR TO BID OPENING DATE.

Please acknowledge receipt of **Addendum 1** on the Proposal Page "P-4" of the bid proposal sheets.

Sincerely,

Anna Baca  
Senior Management Analyst

Attached and Posted to PlanetBids.com:  
Q&A responses to bidder questions (1 Page)

# TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AN...

*Q&A Deadline April 29, 2024 4:00 PM (PDT)*

**Set 1** Released via Email 04/18/2024 11:31 AM (PDT) – 1 question

**1.1** Can you please provide clear plans? the plans are pixelated. Thanks

**Answer** Plans included in the specifications have also been uploaded to the "Documents" section/tab of the planet bids portal as "24-02 Baker at Babb TS (24x36).pdf"

---

**EXHIBIT C**

**BONDS**



**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

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

KNOW ALL PEOPLE BY THESE PRESENTS:

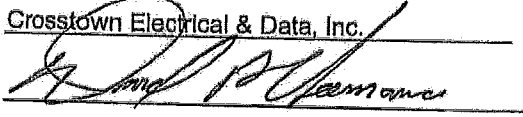
That we, Crosstown Electrical & Data, Inc. as principals, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

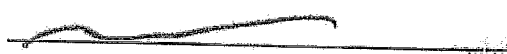
We hereunto set our hands and seals this 2nd day of May, 2024.

Crosstown Electrical & Data, Inc.  


DAVID HEERMAN, PRESIDENT

Contractor/ Principal  
(Notary Acknowledgement to be attached)

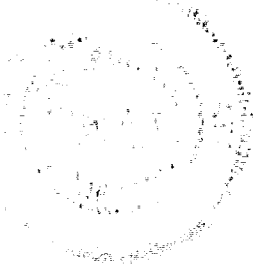
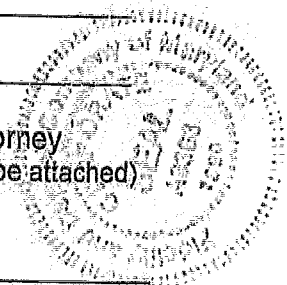
Fidelity and Deposit Company of Maryland



Dwight Relly, Attorney-in-Fact

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

Bidder's Initials



# ACKNOWLEDGMENT

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

State of California  
County of Orange

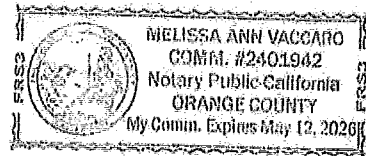
On 05/02/2024 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



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

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


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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



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

  
By: Robert D. Murray  
Vice President

  
By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

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



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of May, 2024.



*Thomas O. McClellan*

Thomas O. McClellan  
Vice President

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

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

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

# ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

On May 3, 2024 before me, Angela Sherlin, Notary Public  
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT D**

**DRUG-FREE WORKPLACE POLICY**

## DRUG-FREE WORKPLACE POLICY

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

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

  
Bidder's Initials