

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 24-01**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated June 17, 2024 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and Metrocell Construction, 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 a new dedicated outside air system and associated mechanical, structural, roofing, and electrical work (the "Work").

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

The Project is known as the Fire Station No. 1 HVAC Improvement Project, City Project No. 24-01 (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 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 Arash Rahimian, 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 one hundred sixty-eight thousand, seven hundred twenty-nine and eighteen cents (\$168,729.18).

8. ADDITIONAL SERVICES.

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

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

9. PAYMENTS TO CONTRACTOR.

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

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment

order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

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

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

10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within 22 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 eight hundred dollars per day (\$800) 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 not 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: Arash Rahimian

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

Metrocell Construction, Inc.
1166 Mildred Street
Ontario, CA 91761
Attn: James Culwell, President

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

American Contractors Indemnity Company

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017
Attn: Blake A. Pfister, Attorney-in-Fact

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: 7/23/24

CONTRACTOR – METROCELL CONSTRUCTION

James Culwell
Signature
James Culwell, President
James Culwell, President

Date: 6/25/2024

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 7/25/2024

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

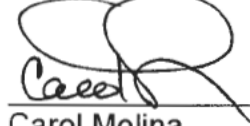
Date: 7/19/24

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 7/11/24

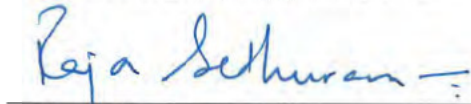
APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: July 2, 2024

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 6-28-24



Arash Rahimian
Project Manager

Date: 6/28/24

EXHIBIT A
CONTRACTOR'S BID

SECTION C

PROPOSAL FOR THE FIRE STATION NO. 1 HVAC IMPROVEMENTS CITY PROJECT NO. 24-01

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 FIRE STATION NO. 1 HVAC IMPROVEMENTS, CITY PROJECT NO. 24-01, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.


If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN TWENTY TWO (22) 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 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:

To minimize impacts on day-to-day operations of the existing, occupied, and operational facility, the Contractor shall have all materials on hand prior to commencing work, and only remove the facility's HVAC supply and operation for a total of **three (3) calendar days** during the project to make the necessary replacements and cutover. Contractor is responsible for protection and security of all materials.

PROPOSAL SCHEDULE				
ITEM	Description	QUANTITY	UNIT	TOTAL AMOUNT
1	Fire Station No. 1 HVAC Improvements*	1	LS	\$ 148,729.18
2	Additional Work Items as directed by the Engineer**	1	FA	\$20,000
TOTAL BID				\$ 168,729.18

* Price includes all indirect costs and markups for work identified in the plans and specifications.

** Allowance is identified in Special Provisions SP-06-Allowance. Allowance as set forth in the Contract Documents is to be used as compensation for items as set forth in the Special Provisions. The Allowance amount is to be included in the total project bid.


Bidder's Initials

The CITY reserves the right to reject all Bids.

Contractor's Lawful Name Metrocell Construction, Inc.

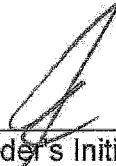
Total written amount for Bid (using words):

one hundred sixty eight thousand, seven hundred twenty-nine
and eighteen cents

Total amount for Bid (using numeric format):

\$ 168,729.18

NOTE: A mandatory pre-bid job walk of the existing site is required. Bids will not be accepted from any contractor who does not attend the mandatory pre-bid job walk.


Bidder's Initials

**PROPOSAL BID SCHEDULE
(CONTINUED)**

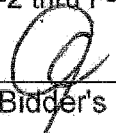
NOTES:

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. (*) A Schedule of Values shall be submitted for review and approval before 4:00 PM on the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Prices shall include indirect costs and markup. Upon request, the Contractor shall provide additional break down of the schedule of values.
4. (**) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowance and hereby disclaims any and all such interests.
5. (FA) designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
6. (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.

7. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P-2 thru P-12 and uploaded onto PlanetBids.


Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Bid (in written words) one hundred sixty eight thousand, seven hundred twenty nine and eighteen cents (\$ 168,729.18)

Contractor's Lawful Name: Metrocell Construction, Inc. ^{in figures}

Bidder's Name: James Culwell Bidder's Initials: JC

Contractor's License No. R29469 Expiration: 5/31/2026

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

Contractor's DIR Registration Number: [REDACTED]

Signature: [Signature] Date: _____

Contractor's Address: 1166 Mildred St.
Ontario, Ca 91761

Telephone Number: (951) 999-1626 Mobile No.: [REDACTED]

Fax Number: (909) 627-1502 E-mail: bids@metrocell.org

24-Hour Emergency Contacts:
James Culwell
Name

Telephone Number: (562) 881-9070
Mobile No.: [REDACTED]

Brett Bunger
Name

Telephone No.: (951) 999-1626
Mobile No.: [REDACTED]

Steven Culwell
Name

Telephone No.: (562) 318-4774
Mobile No.: [REDACTED]

[Signature]
Bidder's Initials

PROPOSAL SCHEDULE


(CONTINUED)

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

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

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) submitted physically to the City Clerk's Office in the amount of Sixteen thousand, eight hundred seventy two and eighty-two cents (\$ 16,872.82) 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
 PROPOSAL



TOKIO MARINE
HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number: 11-757-095

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Metrocell Construction, Inc.
1166 Mildred Street, Ontario, CA 91761 (hereinafter
called Principal), as Principal, and American Contractors Indemnity Company
_____, a corporation organized and existing under the laws of California,
(hereinafter called Surety) as Surety, are held and firmly bound unto the City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626 (hereinafter called Obligee) as Obligee, in the penal sum of ten
_____ percent (10 %) of amount bid not to exceed
Ten Percent of the Amount Bid In
_____ Dollars (10%) for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit
a proposal to the Obligee on a contract for Fire Station No. 1 HVAC Improvements
1570 Adams Avenue
Costa Mesa, CA 92626

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure
up to and not exceeding the penal sum of the bond.

Signed and sealed this 16th day of April, 2024.

Principal: Metrocell Construction, Inc.

By: [Signature]

Surety: American Contractors Indemnity Company

By: [Signature]

Blake A. Pfister, Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

American Contractors Insurance Company

801 South Figueroa Street, Suite 700

Los Angeles, CA 90017

Attention: Claims Department

Tel: (310) 649-0990

E-mail: suretyclaimsinqury@tmhcc.com

CALIFORNIA ACKNOWLEDGMENT

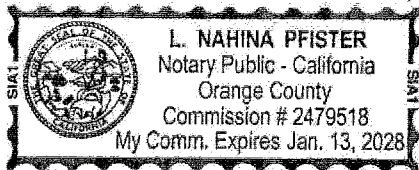
CIVIL CODE § 1189

Anotary 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 April 12, 2024 before me, L. Nahina Pfister, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Blake A. Pfister
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-757-095

Document Date: April 16, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

Signer's Name: -----

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: American Contractors Indemnity Company

Signer is Representing: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively the "Companies") do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars**

(*****5,000,000.00***) This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

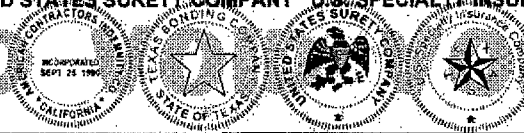
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

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.

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of April 2024

Corporate Seals 11-757-095
Bond No. _____
Agency No. 3074



Kio Lo, Assistant Secretary

HCCSMANPOA022023

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

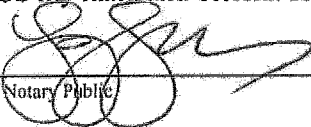
On April 16, 2024 before me, Lisa Y. Serrano, Notary Public
(Here insert name and title of the officer)

personally appeared James Culwell

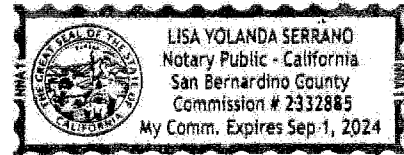
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT <u>Bid Bond</u> <small>(Title or description of attached document)</small> <u>City of Costa Mesa</u> <small>(Title or description of attached document continued)</small> <u>Number of Pages 1 Document Date 04/16/24</u> <small>(Additional information)</small>

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input checked="" type="checkbox"/> Corporate Officer <u>President</u> <small>(Title)</small> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____
--

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Respectfully Submitted,

Metrocell Construction, Inc.
 Contractor's Business Name
1166 Mildred St.
 Business Address: Street
Ontario, Ca 91761
 City State Zip
951-999-1626
 Business Phone Number
James Culwell President
 Name Title
Chino Ca 91708
 City State Zip

James Culwell President
 Contractor Title
[Signature]
 Signed By Title
829469 - A.B.C.D. HAZ 5/31/2026
 Contractor's License No. and Classification Exp. Date
4/8/2024
 [Redacted]
 [Redacted]
 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 James Culwell
 Name Christine Culwell
 Name _____

Can Sign

Must Sign

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

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
 Address _____
 Name _____
 Address _____

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

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

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

[Signature]
 Bidder's Initials

ADDENDA


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

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
none		

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 36 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Project Name</u>	<u>Award Date</u>	<u>Awarding Agency</u>	<u>Contract Value</u>	<u>Agency's Contract Administrator Contact Information</u>
Mason Wall Comp. Anthony Flores	12/2022	City of Chino Police Department	\$ 900,000.00	562-547-8555
MCI Cell Tower Construction	Comp. 11/2023	LA-RICS - Richard Gutierrez	\$ 1,117,141.00	949-374-6577
TWR Cell tower Construction	Comp. 1/2022	LA-RICS- Kenny Krechnyak	\$ 2,406,000.00	314-345-0010


 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>Scope of Work</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Classification</i>
none			

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.

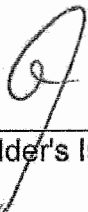


Bidder's Initials

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.

Metrocell Construction, Inc.
Contractor Firm Name
James Culwell
Name of Principal
President
Title
[Signature]
Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20____.
My Commission Expires: _____

see attached

Notary Public

[Signature]
Bidder's Initials

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

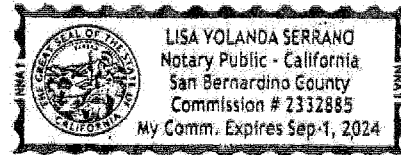
On April 8th, 2024 before me, Lisa Y Serrano, Notary Public
(Here insert name and title of the officer)

personally appeared James H. Culwell

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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Noncollusion Affidavit

(Title or description of attached document)

City of Costa Mesa

(Title or description of attached document continued)

Number of Pages 1 Document Date 04/08/24

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**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: 4/16/2024

CONTRACTOR

Metrocell Construction, Inc.
Company Name

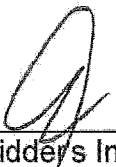
PROJECT: FIRE STATION NO.1 HVAC IMPROVEMENTS, PROJECT NO. 24-01


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.

James Culwell

Bidder/Applicant/Proposer

4/8/2024

Date



Bidder's Initials

EXHIBIT B
BID PACKAGE

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT PROVISIONS,
SPECIAL PROVISIONS, TECHNICAL SPECIFICATIONS AND MISCELLANEOUS
CONTRACT DOCUMENTS FOR

FIRE STATION NO. 1
HVAC IMPROVEMENTS
(1570 ADAMS AVE, COSTA MESA)

CITY PROJECT NO. 24-01

PREPARED UNDER THE DIRECTION OF



Seung Yang, P.E.

City Engineer

Copy No. _____ Checked by _____

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SECTION A

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:

**FIRE STATION NO. 1
HVAC IMPROVEMENTS
CITY PROJECT NO. 24-01**

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **2:00 P.M., Tuesday, April 16, 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 a new dedicated outside air system and associated mechanical, structural, roofing, and electrical work.

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:** A mandatory pre-bid job walk has been scheduled for **Tuesday, March 19, 2024 at 10:00 a.m. at Fire Station No. 1 located at 1570 Adams Avenue, Costa Mesa, CA 92626.**
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 physical 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 at 77 Fair Drive, Costa Mesa, CA 92626 prior to the bid submission deadline. No bid will be considered unless such physical 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 "B" (General Building Contractor)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

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

Brenda Green, City Clerk
City of Costa Mesa
Dated: March 8, 2024

SECTION B

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: Only Licensed Contractors, authorized to do business under the laws of the State of California and that are able to meet the following criteria will be eligible to submit a bid:
 - A. Contractors bidding to the City shall have a minimum five (5) years continuous experience as prime on projects of comparable quality, size, complexity and type.
 - B. Contractors bidding to the City shall have completed as the prime three (3) projects of comparable quality, size, complexity and type.
 - C. Subcontractors shall meet the above two requirements as it pertains to their Work.
 - D. Within three (3) calendar days of request by City, Contractor shall submit evidence of compliance to the above qualifications and provide a list of all work performed, both complete and incomplete, within the previous five (5) years and include the names and phone numbers of the Clients and Architects involved.
 - E. Before a contract is awarded, the City may at its sole discretion, require from the proposed contractor evidence of their ability to faithfully, capably, and reasonably perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.
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 physically 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. 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.
9. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

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 published and distributed through the *PlanetBids* dashboard. 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.

Work not particularly specified in the specifications or details on the contract drawings but involved in carrying out the intent, the complete and proper execution of the work, is required and shall be performed by the Contractor.

Should it appear that there is a real or apparent discrepancy between different sections of the plans or specifications concerning nature, quality or extent of the Work to be furnished, it shall be assumed that the Contractor has based his bid on the more expensive manner. Final decision shall rest with the City.

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:** *Pre-bid questions and requests for interpretation (RFIs) of the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) shall be submitted no later than 2:00 pm March 26, 2024. Any questions or RFI requests submitted after the advertised date may not receive a response. Substitution proposals will only be considered during the bidding phase.*
18. **EQUIVALENT MATERIALS:** *Requests for the use of equivalents to those specified, must be submitted to the City during the bidding phase. All substitution proposal requests shall be submitted to the City for review no later than 2:00 pm March 26, 2024. No substitution proposals will be accepted after the advertised date, and no substitutions will be considered after award. It is the sole responsibility of the successful bidder to prove to the City that a proposed substitute is truly an equivalent to what has been specified.*
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 has sufficient financial resources, construction experience, equipment, labor, managerial experience, technical experience, organization, and adequate facilities available for the performance of the contract.
20. **LEGAL RESPONSIBILITIES:** All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial

Relations of the State of California.

21. **ANTI-DISCRIMINATION**: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. **DRUG-FREE WORKPLACE POLICY**: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. **BID PROTEST PROCEDURES**: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. **ASSEMBLY BILL 626**: Assembly Bill 626 (AB 626), 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 FIRE STATION NO. 1 HVAC IMPROVEMENTS CITY PROJECT NO. 24-01

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 **FIRE STATION NO. 1 HVAC IMPROVEMENTS, CITY PROJECT NO. 24-01**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN TWENTY TWO (22) 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 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:

To minimize impacts on day-to-day operations of the existing, occupied, and operational facility, the Contractor shall have all materials on hand prior to commencing work, and only remove the facility's HVAC supply and operation for a total of **three (3) calendar days** during the project to make the necessary replacements and cutover. Contractor is responsible for protection and security of all materials.

PROPOSAL SCHEDULE				
ITEM	Description	QUANTITY	UNIT	TOTAL AMOUNT
1	Fire Station No. 1 HVAC Improvements*	1	LS	\$ _____.
2	Additional Work Items as directed by the Engineer**	1	FA	\$20,000
TOTAL BID				\$ _____.

* Price includes all indirect costs and markups for work identified in the plans and specifications.

** Allowance is identified in Special Provisions SP-06-Allowance. Allowance as set forth in the Contract Documents is to be used as compensation for items as set forth in the Special Provisions. The Allowance amount is to be included in the total project bid.

Bidder's Initials

The CITY reserves the right to reject all Bids.

Contractor's Lawful Name _____

Total written amount for Bid (using words):

\$ _____

Total amount for Bid (using numeric format):

\$ _____

NOTE: A mandatory pre-bid job walk of the existing site is required. Bids will not be accepted from any contractor who does not attend the mandatory pre-bid job walk.

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. (*) A Schedule of Values shall be submitted for review and approval before 4:00 PM on the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Prices shall include indirect costs and markup. Upon request, the Contractor shall provide additional break down of the schedule of values.
4. (**) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowance and hereby disclaims any and all such interests.
5. (FA) designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
6. (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.

7. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P-2 thru P-12 and uploaded onto PlanetBids.

 Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for 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) submitted physically to the City Clerk's Office in the amount of

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

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

 Bidder's Initials

Respectfully Submitted,

Contractor's Business Name

Business Address: Street

City State Zip

Business Phone Number

Name Title

City State Zip

Contractor Title

Signed By Title

Contractor's License No. and Classification Exp. Date

Date

Residence: Street

Residence phone Number

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

Corporation

Taxpayer I.D. Number: _____

Name _____

Name _____

Name _____

Can Sign

Must Sign

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

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

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

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

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

Bidder's Initials

ADDENDA

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 36 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Project Name</u>	<u>Award Date</u>	<u>Awarding Agency</u>	<u>Contract Value</u>	<u>Agency's Contract Administrator Contact Information</u>
----------------------------	--------------------------	-------------------------------	------------------------------	---

_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____

_____ Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL AND SUBMITTED TO CITY CLERK

(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: FIRE STATION NO.1 HVAC IMPROVEMENTS, PROJECT NO. 24-01

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

SECTION D

PART 1

GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1 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-12, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Technical Specifications, 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-12** 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 CONTRACTOR shall perform all work necessary to complete the Contract Agreement in accordance with the Contract Documents.

The CONTRACTOR shall provide and furnish all labor, materials, tools, equipment, supplies, manufactured articles, and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, to the satisfaction of the ENGINEER.

Reference the Special Provisions and Technical Specifications for specific project details.

2-2 PERMITS

[Add the following:].

All permits and licenses shall be obtained in sufficient time to prevent delays to the work. Fees for permits must be paid by the Contractor and be included in the price bid for this work.

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

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

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

2-5.2 Temporary Utility Services

[Add the following:].

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

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District 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.

Where haul routes have not been established at a pre-construction meeting the Contractor shall submit to the ENGINEER for approval, a proposed haul route at least 5 working days prior to performing any work that requires hauling.

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 INITIATED BY THE AGENCY

2-7.1 General

[Add the following:].

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

2-8 EXTRA WORK

[Add the following:].

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

Work so done may be ordered to be removed at the Contractor's expense.

2-9 CHANGED CONDITIONS

[Add the following:].

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

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

[Replace the 1st sentence with the following:].

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

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

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

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

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

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

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or

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

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

3-5 INSPECTION

[Add the following:].

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

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

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

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

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

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

Contractor shall file with the ENGINEER the addresses and telephone numbers where

its designated representative may be reached during hours when the work is not in progress.

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

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

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

Contractor shall, at its own expense, obtain 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 2nd paragraph with the following:].

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

3-12.2 Air Pollution Control

[Add the following:].

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

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

3-12.4.1 General

[Add the following:].

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

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

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

**The 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

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 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 Warranty

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

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

SECTION 4 – CONTROL OF MATERIALS

4-4 TESTING

[Add the following:].

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

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

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

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

SECTION 5 – LEGAL RELATIONS AND RESPOSIBILITIES

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 1st Paragraph with the following:].

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

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

receipt of any outstanding reports.

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

[Add the following:].

6-1.3 Daily Report Submittal

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

6-3 TIME OF COMPLETION

6-3.1 General

[Replace the 1st Sentence with the following:].

The Contractor shall begin work within **ten (10) Working Days** after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The construction work shall be completed within **TWENTY TWO (22) Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first. To minimize impacts on day-to-day operations of the existing, occupied, and operational facility, the Contractor shall have all materials on hand prior to commencing work, and only remove the facility's HVAC supply and operation for a total of **three (3) calendar days** during the project to make the necessary replacements and cutover.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

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

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

[Replace the 1st Paragraph with the following:].

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

6-7.4 Responsibilities of Surety

[Add the following:].

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

6-9 LIQUIDATED DAMAGES

[Replace the 1ST Paragraph with the following:].

The CONTRACTOR shall pay to the CITY the sum of **\$800** 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 1ST Paragraph with the following:].

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

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

7-3.2 Partial and Final Payment

[Replace the 1st Paragraph in its entirety with the following:].

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

[Replace the 2nd Paragraph in its entirety with the following:].

Each month, the Contractor shall meet with the Engineer, a minimum of three (3)

working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Replace the 3rd Paragraph in its entirety with the following:].

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

[Add to end of Section the following:].

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

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

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

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

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

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

No certificate given or payment made under the Contract, except the final certificate or Final Payment, shall be conclusive evidence of full or substantial performance of this

Contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

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

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

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

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

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

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

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

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

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

[Add the following:].

7-3.2.2 Prompt Pay Monitoring and Enforcement of Progress Payments

The City of Costa Mesa will use the following monitoring and enforcement mechanisms

to ensure that all subcontractors, including DBE's, are promptly paid.

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

1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.

B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:

1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these Specifications.

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

All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

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 to the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconvenience to adjacent buildings, businesses, and facilities that will remain in operation, the contractor shall construct the project and sequence the work in such a manner as to minimize impacts to the ongoing operation of adjacent buildings, businesses, and facilities. The proposed and subsequently approved Construction Schedule will be reflective of this requirement.

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 not exceed **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:	15%
Materials:	10%
Contractor Owned Equipment	10%
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 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of (5) percent on subcontracted portions of added 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

PART 1.1

SPECIAL PROVISIONS

[Add the following Section:].

101-1 GENERAL

Additions/Modifications to Standard Specifications

The following additions/modifications 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.

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

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all labor, materials, tools, equipment, supplies, manufactured articles, 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 Relations 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.

101-2 FIRE STATION NO. 1 HVAC IMPROVEMENTS SCOPE OF WORK

101-2.1 Scope of Work

The Work to be done generally consists of a new dedicated outside air system and associated mechanical, structural, roofing, and electrical work.

Scheduling and coordinating work so that the work has minimal impacts on the existing operations at the Fire Station and accommodates Fire Department access at all times. Work that results in noise exceeding 50 decibels shall be scheduled between 9 am and 3 pm at no cost to the City. To minimize impacts on day-to-day operations of the existing, occupied, and operational facility, the Contractor shall have all materials on hand prior to commencing work, and only remove the facility's HVAC supply and operation for a total of **three (3) calendar days** during the project to make the necessary replacements and cutover.

A mandatory pre-bid job walk to verify the existing conditions at the Fire Station shall be attended by all eligible bidders.

101-2.2 Measurement and Payment - Bid Items

BID ITEM 1 LUMP SUM FIRE STATION NO. 1 HVAC IMPROVEMENTS

The Work consists of a new dedicated outside air system and associated mechanical, structural, roofing, and electrical work, per Contract Plans and Specifications.

This bid item includes full compensation for all the work as described herein, on the plans and specifications, and appurtenant required to deliver a turnkey project. Any item of work shown on the plans and/or described in the specifications, that are not specifically enumerated in a particular bid item must be included in this bid item. The work shall consist of performing, providing, installing, etc. all labor, materials, tools, equipment, appurtenances, and incidentals for a turnkey project as detailed in herein.

Contractor shall submit a schedule of values and a contract baseline schedules for review and approval prior to the start of construction. Payment to the contractor shall be made based on review of the approved contract schedule of values and the progress reflected in the approved contract baseline schedules. Payment is made for work completed and materials placed/installed. No additional compensation will be allowed.

Measurement and Payment for all line items in the schedule of values shall include permits, inspections, coordination, labor, equipment, and materials required to complete the contract work as described hereon. The prices in the approved schedule of values shall represent a balanced bid and include indirect costs and markup. No additional compensation will be allowed.

BID ITEM 2 FORCE ACCOUNT ALLOWANCE

The Contractor acknowledges that this bid item will only be used at the discretion of the ENGINEER. The allowance for this line item is as shown within the Proposal Section of these Specifications.

At the direction of the Engineer, Contractor shall provide pricing, documentation, and justification for all labor, equipment and materials for any additional work requested beyond the base Scope of Work established within these specifications.

Upon review of pricing, and at the direction of the ENGINEER, the Contractor shall provide labor, equipment, and materials for the additionally priced work beyond the base scope of work established within the Project Plans and Specifications.

The Contractor acknowledges this bid item will be used at the discretion of the Engineer for the mitigation of unforeseen circumstances.

Measurement and Payment for "Additional Work Items" shall be paid per Forced Account (F.A.) for all work performed pursuant to Section 7-4.2 of these specifications and shall include all labor, equipment and materials as required to complete the work as directed by the Engineer.

101-4 ADMINISTRATIVE ARTICLES – ADDITIONS/MODIFICATIONS

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

ARTICLE SP-02 – SPECIFICATIONS

A. Directed to the Contractor:

Where portions of these Specifications are written in imperative form, the imperative language is directed to the Contractor, unless specifically noted otherwise.

B. Specification Paragraphs:

- 1) Specification Paragraphs titled "Summary" or "Description of Work" are not intended to "scope" the Section nor imply a trade responsibility, but serve merely as a listing of significant items in the Section to allow the reader to quickly assess the Section content.
- 2) Similarly, specification Paragraphs titled "Related Documents" are not intended to coordinate the Contractor's work, but merely indicate where certain other significant items that may be related to the work of the Section are indicated and/or specified.

C. Specification Definitions:

Contract Sum/Price is stated in the Contract and, includes authorized adjustments pursuant to Change Orders, Partial Change Orders, and/or Construction Directives and is the total amount payable by the City to the Contractor for performance of the Work under the Contract.

Contract Time, unless otherwise provided, is the period of time, including authorized adjustments, allotted in the Contract for Completion of the Work

Days mean working days.

Drawings are graphic and pictorial portions of the Contract/Construction Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

E-builder is construction management software used to track plans, addendums, submittals, RFI(s), schedules, change orders, daily reports, photos, meeting notes, ect. The Contractor may propose an equal alternative construction management or file sharing platform in lieu of e-builder.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes

such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

Equal/Equivalent means a product, service, component or system which is demonstrated, through the submittal process, to the satisfaction and specific approval of the City or its designee to be equal to the product, service, component or system specified as set forth in these Contract.

Equipment is a general term which refers to vehicles, systems, assemblies, sub-assemblies, products, material, fittings, devices, appliances, fixtures, apparatus, supplies and the like used in the performance of a specific function or functions or Contract obligation.

Extra Work means work of which the performance or compensation thereof is not otherwise provided for in the Contract, but found by the City to be necessary or desirable to the satisfactory completion of this Contract and within its intended scope.

Furnish means to supply material or items requiring further installation.

Inspector of Record is the individual retained by the City in accordance with titles 21 and 24 of the California Code of Regulations and who will be assigned to the Project.

Install means installation and fixing into place of a furnished material or item.

Locality in which the work is performed means the City/County in which the Project is located.

Modification(s) means a written amendment to the Contract signed by parties in the form of a Change Order, a Proposed Change Order, a Construction Directive, Construction Change Notice, or a written order (Architect's Supplemental Instruction-ASI) for a minor change in the Work issued by the Architect.

Notice to Proceed means a written notice from the City to Contractor to proceed with the Work by a specified date.

Plan(s) shall mean the same as Drawings

The Project is the complete construction of the Work performed in accordance with the Contract/Construction Documents.

The Project Manual means the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, Drawings and Specifications.

Provide shall include "provide complete in place," that is "furnish and install."

Project Schedule - The "Project Schedule" is the schedule produced by the General Contractor of the combined itemized CPM schedules activities to complete the scope of work within the Contract Documents. General Contractor shall staff the project sufficiently to maintain the project schedule durations and milestones. The schedule will be monitored and tracked by the General Contractor and submitted for review monthly to the City.

Reference Standards for Material, Equipment, Work, procedures or workmanship established by reference to standards or procedures published in a described reference text. Referenced Standards shall have the same force and effect as if they are physically incorporated in the Contract.

Regular Work Day consists of eight hours as required under Section 1810 of the California Labor Code.

Safety Orders are those issued by any cognizant city, county, state or federal agency.

Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

Substantial Completion of the Work - unless defined differently in the Supplemental Conditions, the phrase means, that point in the progress of the Work where the Work is completed according to the requirements of the Contract Documents so that the City can occupy, have beneficial use of, and enjoy, the entire Project for its intended purpose; and where only minor and/or trivial defects in the Work remain that do not preclude the City occupying, having beneficial use of, or enjoying the entire Project for its intended purpose.

Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

Subcontractor(s), as used herein, includes those having direct or indirect contracts with Contractor and one who furnishes labor, services, materials, products, equipment, supplies, apparatus, and the like, or one who furnishes services for a special design according to plans, drawings, and specifications of this Work. The definition includes all persons and/or entities that are entitled to file a Stop Notice on the Project under applicable law.

Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.

Work of the Contractor or Subcontractor shall include all labor, services, materials, products, equipment, supplies, apparatus, and the like, necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work).

D. Addenda and Deferred Submittals/Approvals

Addenda are the changes in specifications, drawings, contract documents, and plans which have been prepared by the Architect and authorized in writing by the City and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

Deferred Submittals/Approvals. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred submittal/approval requirements including engineered plans, specs, and/or shop drawings as set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshal. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 3. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

The following plans are required deferred plan submittals and approvals that shall include engineered plans, specs, and/or shop drawings:

- 1) .
- 2)

Coordination/communication of deferred submittals/approvals with architectural, structural, mechanical, electrical, and plumbing plans and their corresponding assigned subcontractors shall be the responsibility of the Contractor.

E. Specification Interpretation

Titles. The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

As Shown, Etc. Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

General Provisions. The General Provisions, and the Special Provisions if any, are a part of each and every section of the Specifications.

Abbreviations. In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

Plural. Words in the singular shall include the plural whenever applicable or the context so indicates.

Metric. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

Standard Specifications. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of the Contractor's proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect and City, and approved by the City perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

F. Rules of Document Interpretation

- 1) Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected, the Contractor shall within 48 hours notify the City in writing through email and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued by the City through email/planet bids. For bidding purposes the Contractor shall be held to the most stringent of requirements found within the Contract Documents.
- 2) Should the Contractor and/or their subcontractors proceed with the work affected before receipt of instructions from the City it shall remove and replace or adjust any work, which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost.
- 3) If any portion of the Contract Documents shall be found to be in conflict with any other portion, the various Documents comprising the Contract Documents shall govern in the following order of precedence: Permits from outside agencies required by law and applicable codes or laws, Modifications; the City/Contractor Agreement; addenda; supplemental conditions; General Conditions; other Division 0 and Division 1 documents and Sections; specifications; the drawings. As between figures given on drawings and the scaled measurements, the figures shall govern. As between large scale drawings and small scale drawings, the larger scale shall govern. Cost of the work, Schedule of values.
- 4) In general, the Drawings will show dimensions, position, and kind of construction; And the Specifications, qualities and methods. Any work called for in the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as

though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked, or specified.

- 5) In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality. In case of conflict within the Drawings involving quantities or within the Specifications involving quality, the greater quantity and the higher quality shall be furnished.
- 6) Should an error appear in the Drawings or Specifications, or in the work done by others affecting this work, the Contractor shall notify the City at once through e-builder. In conjunction with the Architect, the City will issue instruction as to procedure through e-Builder. If the Contractor proceeds with the work so affected without instructions from the City, he shall make good any resulting damage or defects.
- 7) The general character of the detail work is shown on the Contract Drawings. Any work executed before receipt of such details, if not in accordance with same, shall be removed and replaced, or adjusted, as directed, without expense to the City. Should any detail submitted later than the Contract Drawings is, in the opinion of the Contractor, more elaborate than the Scale Drawings and the Specifications indicated, written notice thereof shall be given to the City within three (3) days of receipt of same. The claim will then be considered, and, if justified, said detail drawings will be amended or the extra work authorized. Non receipt of such notice shall relieve the City of any claim.
- 8) Where on any Drawings a portion of the work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the work. Where ornament or other detail is indicated starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the work, unless otherwise indicated.
- 9) When specified brands or kinds of material are called for they are mentioned merely as standards and the Contractor has the option of using any other brand of equal quality if approved by the Architect. Any materials named in the Specifications, or which may be substituted, must, if so desired by the Architect, be tested by said Architect at the expense of Contractor.
- 10) Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference.

- 11) The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not furnished to bidders, for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.
- 12) Where it is required in the Specifications that materials, products, processes, equipment or the like be installed or applied in accordance with manufacturers' instructions, directions, or specifications, it shall be construed to mean that said application or installation shall be in strict accordance with the printed instructions furnished by the manufacturer of the materials considered for use under conditions similar to those at the job site. Eight copies of such instructions shall be furnished to the City.
- 13) Where ever an article, device or piece of equipment is referred to in singular number, such reference applies to all such articles shown on Drawings or required to complete the installation.

ARTICLE SP-03 BUILDING PERMIT

The Building permit will be obtained and paid for by the Contractor. Required permits, electrical, mechanical, plumbing, fire, etc. are the responsibility of the Contractor. The contractor shall design, submit for review and approval, and obtain the permits.

ARTICLE SP-04 REQUEST FOR INTERPRETATION ("RFI")

A. REQUEST FOR INTERPRETATION ("RFI")

Definition. An RFI is a written request prepared by the Contractor and submitted requesting the Architect to provide additional information or interpretation necessary to clarify or amplify an item that the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems that have arisen under field conditions.

Scope. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions on how to resolve, and interpretations of the issue raised, by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

Response Time. The Contractor must submit an RFI sufficiently in advance of when the Work related thereto is scheduled to begin in order to provide the City and the Architect with sufficient time to respond to the RFI after receiving the RFI and before such Work is then currently scheduled to be performed. If the Architect's response results in a change in the Work, then such change shall be effectuated by a written Change Order, Proposed Change Order, or Construction Directive, if appropriate. If the Architect cannot respond to an RFI within a reasonable time, the Contractor, upon receiving a Construction Directive from the City, must commence Work immediately or the delays and costs related to failure to perform shall be the responsibility of the Contractor. Costs and/or time related to this work will be resolved initially pursuant to General Requirements. If the Architect cannot respond to the RFI within a reasonable time, not to exceed seven (7) calendar days, excluding City Observed Holidays, the Architect shall notify the Contractor, with a copy to the Inspector and the City, of the amount of time that will be required to respond as defined in the General Requirements.

ARTICLE SP-05 DOCUMENTS AND SAMPLES AT THE SITE / SUBMITTALS

A. DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the City one current copy of the Uniform Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Architect and City and shall be delivered to the City upon completion of the Work.

B. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

- 1. Submittals defined Shop Drawings.** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, products, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product

data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units' usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

2. **Samples.** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3. **Schedule for Submission of Shop Drawings.** Contractor shall obtain and submit all required shop drawings, samples, etc., in accordance with the Project Schedule as required in the scheduling portion of the General Conditions with such promptness as to cause no delay in its own Work or in that of any other Contractor or subcontractor but in no event later than ninety (90) days after the execution of Notice to Proceed. Contractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the City and Architect through e- Builder except for physical samples which shall be submitted directly to the Architect. By submitting shop drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and Contract Documents. The submission of the shop drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution. All deviations from the Contract Documents shall be described, in a narrative format, in a transmittal accompanying the shop drawings. Shop drawings shall not be used as a means of requesting a substitution. Review by the City and Architect shall not relieve the Contractor or any Subcontractor from its

responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Any submission, which in the City's opinion is incomplete, contains errors, or has been checked superficially, will be returned un-reviewed by the Architect for resubmission by the Contractor. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each shop drawings:

***“The Contractor has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the shop drawings that does not conform to the contract documents. This shop drawing has been coordinated with all other shop drawings received to date by Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, City, Architect, or the Engineer(s) on this Project.*”**

Signature of Contractor and Date

4. **Extent of Review.** In reviewing shop drawings, the City and Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's and City's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's and City's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents.

5. **Drawing and Submission Procedure - Transmittal Letter and Other Requirements.** All submittals and shop drawings shall be properly identified with the name of the Project, submittal number organized by division, dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from

the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively by division, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

6. **Copies Required.** Each submittal shall be physically and electronically submitted for each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Upon final approval of one hard copy shall be submitted to City or Architect. Subcontractor shall submit in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the City or Architect.

7. **Corrections.** The Contractor shall make all corrections required by Architect and shall resubmit within seven (7) calendar days, as required by Architect or City, corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect or City on previous submissions. Professional services required for more than one
(1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor.

8. **Approval Before Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor, City, and Architect, and approved by the Architect, unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.

9. **Sample Submissions Procedure - Samples Required.** In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, transmittal notification of

samples shall be submitted. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the submittal number, and Specification section number. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

10. **Labels and Instructions.** All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions.
11. **Architect's Review.** The Architect and City will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or City's) standard procedures with twenty-one (21) calendar days.
12. **Record Drawings and Annotated Specifications.** The Contractor is responsible for as-built record drawings and specifications. The Contractor shall at the time of installation and no less than on a weekly basis, update a master set of as-built reproducible drawings to be maintained in the project office. In addition, an as-built set of blue line drawings shall be kept current at the project site and be clearly labeled "As-Built Progress Documents". These Documents shall be made available to for viewing by the City and the Architect at any time. The following information shall be inserted and dimensioned on said drawings and specifications, in RED, by the Contractor: the exact horizontal and vertical location of all installations in their finished condition, including but not limited to changes made by change orders, construction directives, responses to RFI's, Architect's Supplemental Instruction's, verbal confirmations, and other modifications described in these Contract Documents: Locations of Work buried under and outside the building, such as plumbing and electrical lines and conduits: Locations of significant Work concealed inside the building whose general locations have been changed from those shown on the Contract Documents: Locations of items, not necessarily concealed, which have been changed with the City or Architect's prior acceptance, from the location shown on the Contract Documents: Locations of main runs of piping, conduit, ductwork, and similar items by dimensions: Locations other items either by dimensions or in relation to spaces within the building: Record deviations from the sizes, locations, and other features of installation shown in the Contract Documents: Establish locations of underground Work by dimension to column lines or walls, locating turns, and by referenced centerline and invert elevations and rates of fall: Give sufficient information to locate Work concealed in the building. Exact dimensioned location of all utilities

underground within the construction limit lines.

The Contractor shall update the drawings as work progresses. Failure to comply with the preparation and submission of as-built drawings may result in the City withholding the next month's progress payment.

13. **Equipment Manuals.** Contractor shall obtain and furnish, in the quantity described in Section: Contract Closeout of the General Requirements; complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders and where practical also through electronic format. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders and where practical also through electronic format via e-builder, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the City.
14. **City's Property.** All shop drawings, computer disks, annotated specifications, samples and other submittals shall become the City's property upon receipt by the City or Architect.
15. **Substitutions - One Product Specified.** Whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." The Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents. Subject to the requirements specified in article SP-05 B, note 17.
16. **Products Specified Which are Commercially Unavailable.** If the Contractor fails to make a request for substitutions for products and such products subsequently become commercially unavailable, the Contractor may request a

substitution for such commercially unavailable item. The decision to grant this request is solely at the City's discretion. The written approval of the City, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The City may condition its approval of the substitution upon the delivery to City of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the City, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and deducted via Change Order.

17. **Substitution Request Form.** Requests for substitutions of products, materials, or processes in place of the Specified Item must be in writing to the City (refer to Contract Documents)

The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
2. Will entail no changes in detail, construction, and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the City;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will require no change of the construction schedule.

Only one request for substitution will be considered for each product. By completing and submitting the request for substitution the Contractor acknowledges that should the request for substitution not be approved by the City that the Contractor shall supply the specified at no addition claim for cost to the City.

Substitution proposals will only be considered during bidding phase. All substitution proposal requests shall be submitted to the City for review no later than 10 working days prior to bid opening. Failure to meet said time period shall constitute a waiver by the Contractor and an acceptance of the specified materials. Late submittals may be considered only when the City consents in writing that it is in the City's best interests.

The City and the Architect shall evaluate said request, and shall approve, deny, approve with conditions, or initiate the response to the Contractor's request via Addenda. If the proposed substitution is rejected, the Contractor shall provide the material originally specified. Such decision shall be final.

Failure by the Contractor to identify all deviations from the Contract Documents in its request for substitution shall render any City action taken thereon null and void. The Contractor shall bear all costs resulting from any error in the request for substitution.

- 18. List of Manufacturers and Products Required.** The Contractor shall require all Subcontractors to prepare and submit to the Contractor, within thirty (30) days of execution of the Subcontract, comprehensive lists, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor's or Architect's approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, required by the Contract Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Contractor, City and the Architect.
- 19. Deferred Approvals** - Deferred approvals shall be submitted and transmittal notification of the deferred material and processed pursuant to the requirements of the Contract Documents and Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations section 17(g) and Title 24 California Code of Regulations section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's.

ARTICLE SP-06 ALLOWANCE

Allowance to be included in the total bid amount as identified below. Use of any allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. Any money used from the project allowances will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in any of the Allowance line items may be reallocated to another Allowance line item and upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.

Allowance – Mitigate Unforeseen Conditions..... **\$20,000.00**

ARTICLE SP-07 SCHEDULE OF OPERATION

- A. Time is of the essence in the performance of this Contract.
- B. The City shall issue to Contractor a Notice to Proceed designating the starting date on which Contractor shall begin work. The Contractor shall diligently prosecute the work from such date to completion within the time specified in the Contract Documents or any adjustments thereof.
- C. The Contractor shall not begin work in advance of receiving the Notice to Proceed.
- D. Construction activities shall be performed between the hours of 7:30 a.m. and 4:00 p.m Monday through Friday. No Work shall be performed on City observed Holidays. Traffic and Pedestrian access closures must be approved by the Engineer. No work shall be performed outside the above hours without prior written authorization from the City and coordination with the Engineer.

ARTICLE SP-08 CONTRACTOR COOPERATION

- A. Within the overall Project, the Contractor shall coordinate their work, as required, with the other contractors.
- B. The Contractor shall remove all debris, temporary facilities, or other items that may interfere with the other contractor’s ability to perform their work.
- C. Regarding contractor logistics and site constraints:
 - 1. Logistics: prior to commencement of WORK, CONTRACTOR shall prepare and submit to the City, a detailed PROJECT specific Site Logistics Plan in legible size, setting forth CONTRACTOR plan of WORK relative to the following items:
 - a) Hauling route shall be in accordance with local ordinances. A truck access route to and from PROJECT site.
 - b) The identification of any overhead wire restrictions for power, lighting, signal or cable.
 - c) Pedestrian walkways and ADA pathway access and closure requirements.
 - d) Protection of sidewalk, walkways, pedestrians and vehicular traffic.
 - e) PROJECT site fencing and access gate locations.

- f) Construction parking.
- g) Material staging or delivery areas.
- h) Material storage areas.
- i) Temporary trailer locations.
- j) Temporary service location and proposed routing of all temporary utilities.
- k) Location of temporary or accessible fire protection.
- l) Trash removal and location of dumpsters.
- m) Concrete pumping locations.
- n) Steel storing locations.
- o) Operation equipment access route.
- p) Crane locations.
- q) Location of portable sanitary facilities.
- r) Mixer truck wash-out locations.
- s) Traffic control signage.
- t) Perimeter and site lighting.
- u) Stockpile or lay down areas.
- v) Security lighting.
- w) Fire Access.
- x) Project signage locations.

2. Underground pipe and trenching for utility point of connections
3. Length of open trench at any one time to be coordinated with the City and trench plate plan to be submitted for review and approval by City.
4. Utilities Services Shut Downs, Tie-ins and Start-Ups.
5. FF&E: Upon notice and once the project has reached a substantial level of completion, the Installation of Furniture, Fixtures and Equipment (FF&E) including the City's Information Technology (IT) and Communications vendors may begin delivery and installation of furniture, IT and Communication systems. CONTRACTOR will be required to coordinate and allow access for these items and any additional City vendors that are identified.

ARTICLE SP-09 DAMAGE TO EXISTING WORK AND WORK OF OTHER CONTRACTORS

Damage to existing construction, equipment, planting, or to work of other contractors, by the Contractor in the performance of their work, shall be replaced or repaired and restored to original condition by the Contractor at the Contractor's expense.

ARTICLE SP-10 UNDERGROUND SURVEY OF EXISTING UTILITIES

Prior to performing excavation activities the Contractor shall contact Underground Service Alert (USA) 800-422-4133 or 811 and/or at their sole expense employ the services of a private locator to survey and ascertain the actual locations of existing underground utilities. Should the Contractor damage existing underground utilities during the prosecution of the work, they shall immediately notify the City in writing and diligently affect repairs to the damaged utility. The Contractor shall be responsible for all repairs and consequential damages resulting from utility outages cause as a result of the performance of their work.

Regional Notification Center.

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time.

Utilities - Removal and Restoration

The City has endeavored to determine the existence of utilities at the Site of the Work from the records of the City of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work, which could result in damage to such utilities. The Contractor shall immediately notify the City as to any utility discovered by Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, sewer, gas and telephone and meet with said utilities prior to the start of any work.

Existing Utility Lines; Removal, Relocation

The contractor has the responsibility to identify, with reasonable accuracy, all utilities necessary to complete their scope of work. The Contractor shall exercise due diligence and shall not be compensated by the City for the actual verified cost of locating, and removing, relocating, protecting or temporarily maintaining existing utility services.

1. The City will furnish an existing utility survey as-built for reference.
2. The Contractor shall hire an independent underground utility locator service company to identify and verify existing underground utilities within the scope of work. All cost and fees associated with this work shall be at the Contractor's own expense and included in the base bid.
3. Upon completion of the independent underground utility locator survey and prior to any excavations, Contractor's superintendent and subcontractor are required to conduct an onsite field verification of existing conditions, shall mark-out the utilities, and transfer all information to a working utility as-built. Contractor's utility survey as-built shall be submitted to City.
4. In the event an existing utility service is interrupted or damaged, the Contractor shall be required to make all necessary repairs within 4-hrs. The City, at their discretion, shall calculate and assess liquidated damages against the Contractor for disruption to City Operations, including but not limited to, extended loss of utility services. Contractor shall furnish to the City an on-call emergency repair contact list of contacts/companies, consisting of, but not limited to, fiber optics, communications, signal, gas, water, electric and sewer.
5. Adjustment of the Contract Amount, Milestones and/or Contract Time will be allowed to the extent the existence of such revealed conditions directly causes an increase in Contractor cost and/or time of performance of the Work shall be subject to the conditions noted above.
6. Contractor shall not be entitled to an adjustment in the Contract Amount, Milestones and/or Contract Time if: (1) Contractor was aware of the condition at the time of the bid;
(2) The existence of discovery of the condition could have been discovered as a result of any examination, investigation, exploration, test and/or examination of the Project Site and areas adjoining the Project Site as required by the Bid Documents prior to Contractor submission of Bid.
7. Contractor failed to provide notice in accordance with the General Conditions.
8. If the Contractor believes any subsurface or physical condition uncovered, revealed or otherwise exposed at the project site is of such character and/or nature as to require a

change in the Contract Documents; materially different from that shown, indicated or described in the Bid Documents; or an unusual nature materially different from conditions normally encountered and generally recognized as inherent in Work of the character provided for in the Bid Documents, then Contactor shall upon discovery notify the City writing within (1) one calendar day.

ARTICLE SP-11 TRENCHING AND EXCAVATION

In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four (4) feet below the surface:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing, of any:
 1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- B. The City shall promptly investigate the conditions, and if they find that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with the provisions of the General Conditions.
- C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE SP-12 TRENCHES FIVE FEET OR MORE IN DEPTH

In advance of any excavation the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection

from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. A registered civil or structural engineer shall prepare the plan. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL-OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

- A. All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- B. Nothing in this Article shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, a registered civil or structural engineer shall prepare the plan. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the City or the person to whom authority to accept such plan has been delegated.

ARTICLE SP-13 INCLEMENT WEATHER CONDITIONS

- A. The project Baseline Schedule shall include an inclement weather contingency activity, called "Inclement Weather Days Allowance". The duration for this activity shall be one working day (5 day work week calendar), and it shall be the last activity in the schedule before the Final Completion milestone, with no activities scheduled concurrently with it. Each time that rain, a windstorm, high water or other natural phenomenon occurring within the specific locality of the work, prevents work for more than fifty percent (50%) of the schedule workday on activities that are on the current critical path, that day shall be counted as an "Inclement Weather Day", and the following procedure shall be followed:
 - a) One (1) day of duration shall be deducted from the "Inclement Weather Days Allowance" activity.
 - b) A one (1) day activity shall be added to the current schedule update, named "Inclement Weather Day, mm/dd/yy", and this activity shall be assigned successors of the specific activities that were impacted.

No allowance for weather related contract time extensions will be considered until after the entire duration of the "Inclement Weather Days" is exhausted. Once this weather contingency duration is exhausted, a contract time extension will be considered when inclement weather prevents work on critical path activities for more than fifty percent (50%) of the scheduled workday. Upon experiencing critical path schedule impacts due

to inclement weather, the Contractor shall seek a time extension in accordance with the Contract Modification Procedures.

- B. The Contractor shall provide a Notice of Change and a schedule fragnet submittal to the City for all time extension requests due to inclement weather in excess of the one working day assumed in the Baseline Schedule. Should the Contractor fail to provide Notice of Change and/or a schedule fragnet submittal for the weather event within (3) three calendar days of the first delay day, then it is mutually agreed that the weather event has no time impact on the contract completion date and no time extension is required.

ARTICLE SP-14 TIME OF COMPLETION

Time of Completion per 6-3 of the General Provisions.

ARTICLE SP-15 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. **Critical Path Method (CPM) Schedule.** Project Schedule is provided by the Contractor. Contractor shall be required to supply the City the following: **No later than five (5) working days after Notice to Proceed, or such other time as may be set forth in the special provisions, and before commencement of work, the Contractor shall furnish to the City a critical path method (CPM) baseline schedule for the entire Project. Schedule shall include the following as minimum standards:**

1. Mobilization or start-up activities of all trades and subcontractor's that must be completed prior to starting various components of the Work.
2. Long lead procurement requirements.
3. Submittals and shop drawings required for every spec section included in this contract, using the logic required herein.
4. The Contractor's plan for completion of work in sufficient detail to allow observation and monitoring by the City.
5. Activities shall be assigned to a Work Breakdown Structure (WBS) which is broken down by building or area, by trade, subcontractor, and by observable sequence of work. All activities shall be broken down into phases two weeks or less in length.
6. Inspections required to gain approval of all work installed by this Contractor.

- B. Sequence.** The schedule provided must allow for completion within the durations and milestone dates established in the contract documents and overall project duration. It is the Contractor's responsibility to provide adequate labor resources and to sequence its work in a way to meet these contractual durations, and to coordinate with other City Contractors to allow their work to be completed concurrently if the schedule requires. No progress payments will be approved until schedule input has been reviewed and accepted by the City satisfying all of the criteria listed.
- C. Status Reporting.** The Contractor shall provide status of its activities monthly and submit the monthly update with the progress payment request.
- D. Delay.** In the event of a delay affecting the completion date and/or milestones of the Project, Contractor shall advise the City within (48) hours regarding significant disruption of the work sequence. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty-eight (48) hours of receipt of the adjustment request. Failure to provide timely notice constitutes a waiver by Contractor of any claim for compensation arising out of the schedule adjustment.
- E. Time is of the essence with this agreement.** The Contractor shall, to the fullest extent possible, carry on the various scopes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work. The Contractor shall staff the project to ensure completion of activities within original durations allowed in the approved Baseline Schedule produced by the Contractor and approved by the City. Only with prior approval of the City, the Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the execution and completion of the Work in accordance with the Final Baseline schedule. If work on a critical path is seven days or more behind the currently updated schedule the Contractor will implement whatever steps it deems necessary to make up all lost time. If the actions taken are not successful, the Contractor will make further attempts using the following sequence of events:
1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
 2. If the above cannot be achieved then; and with the prior approval of the City, the Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of

equipment or any combination of the foregoing sufficiently to substantially eliminate the backlog of work.

Failure of the Contractor to comply with the requirements of this Section shall be considered grounds for a determination by the City that the Contractor is failing to execute the Work with such diligence as will ensure its completion within the time specified.

F. General schedule requirements.

1. Requirements for CPM scheduling are included to insure adequate planning and execution of the Work and to assist the City in evaluating progress of the Work economically and chronologically.
2. The Contractor shall be solely responsible for establishing the schedule for the Work and shall be responsible for such schedule to be consistent with meeting the contract milestone, intermediate milestones, and completion dates as established by the City.
 - a. General Contractor shall prepare and submit per the time constraints identified in this section, a project schedule consisting of their scope of work, milestones, and work sequence to be incorporated into the development of the project baseline schedule. The Conditions of the contract and the other sections of Division 1 apply to this section as fully as if repeated herein.
 - b. The Contractor shall prepare and submit to the City a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of the work (including acquiring materials and equipment).
 - c. The schedule shall be in the form of a CPM (critical path method) schedule, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.
 - d. The scheduled completion date shall be the same as the contractual completion date, for the initial schedule and subsequent updates. Any proposed early completion date shall show the difference between that date and the contract completion date as Float, which shall belong to both the City and Contractor.
 - e. If, in the opinion of the City, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the City. The Contractor shall submit any

supplementary schedule or schedules in CPM form as the City deems necessary to demonstrate how the approved rate of progress will be regained.

- f. All schedule updates must accurately reflect the as-built schedule. There shall be no change to the Critical Path without the City's written consent.
- g. Sequencing of the scope of work shall be coordinated with the City's review, approval and consent only.

G. Quality Assurance

1. Contractor shall designate a scheduler and present that designee for City approval. Scheduler shall be trained and experienced in compiling construction scheduling data, in analyzing scheduling data by use of CPM, and in the preparation and issuance of periodic reports as required herein. The Contractor's Scheduling Representative shall have direct control and complete authority to act on behalf of the Contractor in fulfilling all project schedule requirements.
2. The CPM Progress Schedule shall be prepared based on the principles defined by the latest issue of the Construction Planning & Scheduling Manual published by the Associated General Contractors of America, except where superseded by the contract documents and this specification.
3. Software: This work shall consist of preparing, maintaining and submitting a Progress Schedule using the Critical Path Method on Oracle Primavera P6 Professional Project Management software, version 8 or newer, Microsoft Project, or Microsoft Excel, which demonstrates complete fulfillment of all work shown in the contract documents. All work to prepare, and maintain the CPM Progress Schedule shall be performed using the scheduling software application.

H. Software/ Requirements

1. The following software shall be utilized:
 - a. Oracle Primavera P6 Professional Project Management, version 8 or newer, Microsoft Excel, or Microsoft Project may be used in lieu of P6 upon review and approval by the City. No other types or versions of scheduling software will be accepted.
2. The City will generally not accept Baseline or Progress Schedule files from any Contractor prior to the Contract NTP being issued. The schedule file must follow the guidelines below:

- a. User Defined fields must not be used.
 - b. All Calendars assigned to activities must be project level Calendars not Global or Resource Calendars, and all calendars must have unique names (project specific names).
 - c. All Activity Codes shall be project level and not Global or EPS level Activity Codes, and all activity codes must have unique names (project specific names).
 - d. No Resources or Roles shall be assigned to activities,
 - e. and no Project Codes shall be assigned.
3. Schedule Filename convention (Project ID): Contactors must use the following P6 naming convention:
- 1) Software Settings: The "Project ID" must be set to the maximum of 20 characters. (The normal default.)
 - 2) Schedule Name
 - a) The first eight characters of the Schedule Name, (P6 ProjectID), must use the "Contract ID"
 - b) For legibility, use a "-" for the next character
 - c) Define the type of schedule with the next 5 characters
 - i. "1PREL" for Preliminary
 - ii. "2INIT" for Initial
 - iii. "3FRAG" for Fragnets
 - iv. "4RBAS" for Re-Baselined schedules
 - v. "5UP##" for monthly update, i.e. "UP01" for the first monthly update
 - d) For legibility, use a "-" for the next character
 - e) Define the version with the next 3 characters. Use "V01" for the 1st version of the schedule, "V02" for the 2nd version of the schedule, etc.
 - 3) Examples:

1. M2003368-1PREL-V01 – The 1st version of the Preliminary schedule for project M2003368
 2. M2002479-2INIT-V03 – The 3rd version of the Initial schedule for project M2002479
 3. M2003451-3FRAG-V02 – The 2nd Fragnet for project M2003451
 4. M2001123-4RBAS-V01 – The 1st Re-Baselined/Recovery schedule for project M2001123
 5. M2001835-5UP11-V01 – The 1st version of the 11th update for project M2001835
4. Project schedules are developed from the Contractor's knowledge of the project, and the means and methods represented in those schedules are based on the Contractor's understanding of the contract documents, and the Contractor's past experience, which are unique to the Contractor. Schedule activity data and logic are therefore the intellectual property of the Contractor and will not be made available to other Contractors.
5. Schedule Calculation mode shall be Retained Logic.

I. Interim Schedule

1. Pre-Construction Scheduling Conference: The Contractor and City shall conduct a pre- construction scheduling conference with the Contractor's Scheduler within five (5) calendar days of the Notice to Proceed.
2. The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that comply with the requirements of these special provisions . Contractor shall submit the alphanumeric coding structure and the activity identification system for labeling the work activities.
3. The City will review the logic diagram, coding structure, and activity identification system, and provide required baseline schedule changes to the Contractor for implementation.
4. Within five (5) calendar days after Notice to Proceed and prior to submission of the first payment request, the Contractor shall submit to the City a practical ninety (90) calendar day Interim Schedule. The Interim Schedule shall reflect the following information:
 - a. Procurement, submittals, construction drawings, shop drawings, approvals, fabrication and delivery of all major and long lead equipment and material

items.

- b. Work expected to occur within the first ninety (90) calendar days of the project, consistent with meeting all established milestone and completion dates.
 - c. The Interim Schedule shall be descriptive of the work to be performed so that the Contractor, City and PM can easily monitor progress of the work. No Activities are to be started until the City's PM has accepted the Interim Schedule, at which time it will be updated monthly until such time as the Official Contract (Baseline) Schedule is accepted.
5. Within fifteen (15) calendar days after receipt of the Interim Schedule, the City will notify the Contractor of the approval or disapproval of the Interim Schedule. In the event of disapproval, the Contractor shall resubmit the schedule within seven (7) calendar days. No progress payments will be made for work in progress or completed until the Interim Schedule is approved.

J. Official Contract Schedule (Baseline Schedule)

The Critical Path Method Schedule to be prepared by the Contractor pursuant to this section will be a part of a total system for scheduling, reporting work progress, and preparing the monthly payment application.

1. **Submission for review.** Within five (5) calendar days after the Notice to Proceed, the Contractor shall submit the complete project schedule to the City for review.
2. **Interim Schedule.** The approved Interim Schedule shall be incorporated into the final Contract Schedule and shall represent the initial ninety (90) calendar days of the Contract Schedule.
3. **Initial Submittal.** The initial submittal of the Contract Schedule shall not reflect contract changes or delays. These changes shall be added within the first Schedule Revision.
4. **Contract Completion.** Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
5. **Duration.** The Official Contract Schedule shall not extend beyond the number of calendar days specified in the Contract. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.

6. **Review.** Schedule review by the City and its agents is limited to ensuring the logic of sequencing is reasonable and Contractor has demonstrated ability to meet contractual milestone and completion dates. Acceptance of schedule should not be construed as direction from the City to Contractor on how to schedule the work. City shall review and return with comments within seven (7) calendar days of receipt of the schedule submittal. The re- submittal must be returned within seven (7) calendar days from receipt of the City's request for revision to the baseline schedule. This process will continue until the baseline schedule is accepted. With each re-submittal, the contractor shall include a narrative with a brief statement for each review comment that explains how that comment was addressed. Any revisions made as a result of the review comments, shall be made by the Contractor at no additional cost to the City. The first progress payment will not be given if the Interim schedule has not been accepted.
7. **Reporting.** After Completion and Acceptance of the Official Contract Schedule: The Contractor will provide initial computer reports and weekly and monthly reports thereafter.
8. **Activity Information.** The project schedule shall be computer generated, time scaled, and critical path method (CPM) network utilizing the precedence diagram method of representation. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts. Schedule activities shall include the following:
 - a. **Activity Name** – Clearly and uniquely define each activity name with a description of the work that is readily identifiable to inspection staff. Each activity shall have a narrative description consisting at a minimum of a verb or work function (i.e. form, pour, excavate etc.) and object (i.e. slab, footing, wall etc.) and a location (i.e. room number, gridline, column line etc.)
 - b. **Start and finish dates**
 - c. **Construction activities** shall have duration not to exceed Fifteen (15) calendar days. If an activity is greater than Fifteen (15) calendar days, the activity will need be split or phased.
 - d. **All holidays and non-working days** shall be identified by way of calendar designations. Refer to General and Supplementary Conditions for recognized Designated Holidays. The schedule shall clearly indicate any work that is planned to be accomplished on a work schedule other than eight (8) hours per day and forty (40) hours per week.

- e. The schedule shall include an activity for "City / Architect punch walk & list distribution" with a two (2) calendar day duration for each area.
 - f. Punch walk / Correction Activity shall not have duration longer than five (5) calendar days.
 - g. At least one predecessor and one successor is required for each activity, except for the project start and finish milestones.
 - h. Codes for responsibility, stage, work shifts, and location.
9. **Management Activities:** The initial submittal of the Official Contract Schedule shall include, in addition to construction activities, the following management activities:
- a. The submittal and approval of construction drawings, shop drawings and materials, the procurement, fabrication, delivery, and testing of major materials and equipment, and their installation and testing.
 - b. Contract requirement dates of all or parts of the Work will be shown including all activities of the City that affect the progress of the work.
 - c. Activities of completed work ready for use by next trade, etc.
 - d. Activities relating to different areas of responsibility, such as sub-contracted Work which is distinctly separate from that being done by Contractor directly. Each activity shall represent the work of a single subcontractor.
 - e. Different categories of Work as distinguished by craft or crew requirements.
 - f. Different categories of Work as distinguished by materials.
 - g. Distinct and identifiable subdivisions of Work such as structural slabs, beams, or columns. Location of Work within the project that necessitates different times or crew to perform.
 - h. Outage schedules of limiting times that existing utility services may be interrupted to construct the Project.
 - i. Acquisition and installation of equipment and materials supplied and/or installed by City or separate Contractors.
 - j. Material stored on site.

10. **Major Equipment/Materials:** For all major equipment and materials fabricated or supplied for Project, Including All items identified as "Deferred Submittals", the Construction Schedule shall show a sequence of activities including:
- a. Preparation of shop drawings and sample submissions.
 - b. Time required to obtain special inspection certifications and additional permits or certifications that may be required for specific tasks and/or systems.
 - c. Review of shop drawings and samples.
 - d. Shop fabrication, delivery, and storage.
 - e. Erection or installation.
 - f. Test of equipment and materials.
 - g. Required dates of completion.

11. **Milestones:**

a. Major Milestones

- 1) Notice to Proceed (NTP)
- 2) Project Commencement Milestone: (0) working days shall consist of all general requirements, including but not limited to required submittals, deferred approvals, pre-construction meetings, site walks, and long lead procurement requirements.
- 3) Mobilization: Construction shall consist of the balance of construction operations, including but not limited to mobilization, fencing, utility disconnect, demolition, close-out, etc.
- 4) Substantial Completion: That point in the progress of the Work where the Work is completed according to the requirements of the Contract Documents so that the City can occupy, have beneficial use of, and enjoy, the entire Project for its intended purpose; and where only minor and/or trivial defects in the Work remain that do not preclude the City occupying, having beneficial use of, or enjoying the entire Project for its intended purpose. This shall constitute the final date for contract duration.

5)Final Completion: The point upon completion of all requirements outlined in the contract documents. The project along with all documentation has been turned over to and accepted by the City.

b. Interim Milestones:

Contractor shall coordinate and sequence their work with the City observed Holidays, as to not impact the critical path of the project schedule. Contractor will not be permitted to conduct work on City observed holidays noted below:

a) New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving, Christmas Day.

12. **WBS and Activity Coding:** All activities in the Official Contract Schedule shall be assigned to a WBS (using Primavera P6's WBS feature) which will allow sufficient sorting and grouping capabilities by location (building, floor, area, etc) and type of work, so as to enable a "rollup" of the activities by WBS in the form of a Summary Schedule. In addition, all activities shall have sufficient activity code structure to enable a sort by activity code, or "rollup" of the activities in the form of a Summary Schedule by activity code. The code structure will allow sufficient sorting capabilities to group by: responsibility (by subcontractor), location (building, floor, area, etc.), type (submittal, approval, change, etc), milestones, CSI division, etc. Only project specific activity codes should be used. No global codes should be used. Activity code fields shall have project specific names.

13. **Contract Time and Sequencing:** The Official Contract Schedule shall include the entire scope of work and show how the Contractor plans to complete the work. The CPM schedule shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation(s). The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

c. All analysis of time impacts shall be based upon total float. Total float shall be the difference in calendar days between the late finish date and the early finish date of an activity. Float shall be a jointly owned resource. Float shall be consumed by both the City and the Contractor on a first come first served basis.

d. The contract completion milestone shall represent the completion of all construction related work.

- e. The anticipated weather related delays as noted in "Weather Days" of this division shall be taken into consideration and included with the duration of the applicable schedule activity(s).
 - f. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the execution and completion of the Work in accordance with the Final Baseline schedule.
14. **Relationships:** All activities and milestones shall be linked by realistic logical Finish-to-Start relationships primarily. Other type of relationships shall be permitted but shall be minimized (including start-to-start and finish-to-finish). All activities and milestones must have at least one Finish-to-Start or Finish-to-Finish logic relationship to a successor; it is not acceptable for an activity or milestone to have *only* a Start-to-Start logic relationship to a successor. The City will reject any schedule utilizing unrealistic or meaningless logic. Constraints on activities shall be kept to a minimum and only allowed with written permission of the City on a case by case basis. Negative lags will not be used without the prior written permission of the City.
15. **Critical Activities:** The schedule shall show the activities that define the critical path. Multiple critical paths will not be accepted. A total of no more than 25 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the City's PM. Near critical is defined as float less than ten (10) working days.

K. Update Schedules

1. **Update Schedule:** The Contractor shall submit an Update Schedule – hard copy and electronic copy -- and meet with the City to review progress, before the first day of each month, beginning one month after the Baseline Schedule is accepted. The Contractor shall allow Seven (7) calendar days for the City to review after the update schedule and all supporting data are provided, except that the review period shall not start until the previous month's required schedule is accepted. Contractor shall provide within five (5) calendar days a detailed schedule narrative addressing the City's comments line by line, in addition to noting any changes requested to the base line schedule.
2. **Update Schedule Information:** The Updated Schedule shall have a data date of first day of the month or other date established by the City. The updated schedule shall show the status of work actually completed to date and the work yet to be performed as planned. Actual activity start dates, percentage complete, and finish

dates shall be shown. Actual Durations for work that has been completed shall be shown on the Update Schedules for when the work actually occurred, including submittal reviews and contractor re-submittal times. The update submittal scope shall contain the following information:

- a. Actual Start and finish dates.
 - b. Physical percent complete and remaining duration.
 - c. A narrative listing and explaining changes to the record schedule, including added activities, deleted activities, changes to Original Durations, added logic, deleted logic, changes to lags, any revisions to constraints or constraint dates, and changes to calendar assignments.
 - d. A tabular listing of all activities including: Activity data, activity identifier, description, remaining duration, total float, and activity.
 - e. Narrative of manpower used verses manpower allocated in the schedule
 - f. Daily reports signed daily by the City's Representative.
 - g. Copies of confirmation letters from vendors and/or manufactures confirming material orders.
3. **Schedule Modifications:** The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations, or logic that do not: (1) alter the critical path(s) or near critical path(s), or (2) extend the schedule completion date compared to that shown on the current accepted schedule. The Contractor shall provide a narrative in writing that states the reasons for any changes to the planned work. If any propose changes in planned work will result in (1) or (2) above, then Contractor shall submit a time impact analysis as described herein.
4. **Contract Time Adjustment:** Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within three (3) days after the initial request for time by Contractor, or the impacting incident, whichever comes first.
5. **Narrative Reports:** Monthly Narrative Reports shall contain the following information for each monthly update:
- a. Description of overall project status.

- b. Description of problem areas (referenced to pending change orders as appropriate).
- c. Current and anticipated delays not resolved by approved change order, including:
 - 1) Cause of the delay
 - 2) Corrective action and schedule adjustments to correct the delay
 - 3) Known or potential impact of the delay on other activities and milestones.
 - 4) Changes in the construction sequence
 - 5) Pending items and status thereof, including but not limited to:
 - a) Pending Change Orders
 - b) Time Extension Requests
 - c) Other Issues relating to Contract Time

d. Contract Completion Date status:

- 1) If ahead of schedule, the number of calendar days ahead
- 2) If behind schedule, the number of calendar days behind

6. **Reports:** The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

- a. Activity Report - A list of all activities sorted according to activity number.
- b. Logic Report - A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.
- c. Total Float Report - A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.
- d. Network Diagram - The network diagram shall be required on the initial

schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The City will use, but is not limited to, the following conditions to review compliance with this paragraph.

- e. Continuous Flow - Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.
 - f. Project Milestone Dates - Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.
 - g. Critical Path - The critical path shall be clearly shown.
 - h. Banding - Activities shall be grouped (by WBS) to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.
7. **Three-week Window Report:** Weekly, for the progress meeting, the Contractor shall produce a three-week window of the current schedule, indicating activities scheduled for the current and following two week period. These reports must be direct output from the Official Contract Schedule.
8. **Payment Progress Reporting:** City and Contractor shall select a specified time for updating the Project schedule at the jobsite each month.
9. **Scheduling Representatives:** The City and Contractor and his/her designated scheduling representatives will attend the meeting to review the project progress.
10. **Reporting Period:** All progress and status information provided by the Contractor shall clearly define the reporting period for which the status is provided.
11. **Monthly Review:** At the monthly progress review meeting coinciding with the Pencil Draft Date/meeting (Progress Payments) the Contractor will provide "actual start" and "actual completion" dates for activities that were started or completed during the reporting period (for purposes of forecasting activities with an agreed upon completion for that period will be counted for payment application purposes only). The Contractor and the City will agree upon and assign percent complete values to activities in progress. In the event of a disagreement, the City shall make the final decision as to percent completion of each activity.

12. **Joint Review:** After joint review, City will process the Contractor's pay request based on progress from the schedule in conjunction with approved Schedule of Values associated with those progressed activities.
13. **Payments:** Payment to the Contractor shall be made from the progress reflected by the Interim 90 day Schedule or the Approved Project Baseline Contract Schedule.
14. **Non-critical Delays:** Delays of any non-critical Work shall not be the basis for an extension of Contract Time.

L. Schedule Revisions:

1. **General:** Revisions to accepted Construction Schedule must be approved in writing by the City.
2. **Requests for Revision:** Contractor shall submit requests for revision to schedule to the City together with a Time Impact Analysis (TIA) and a written rationale for revisions and description of logic for re-sequencing Work and maintaining Specific Contractual Milestone Dates listed in Contract Documents.
3. **Proposed revisions:** Proposed revisions acceptable to the City may then be incorporated into next update of Construction Schedule following their review and acceptance.
4. **Revision Acceptance:** Acceptance of revised schedule by City does not relieve Contractor of meeting contractual milestone and completion dates.

M. Recovery Schedule

1. **General:** Should updated Construction Schedule show Contractor to be Ten (10) or more calendar days behind schedule at any time during construction, Contractor will prepare Recovery Schedule displayed on CPM schedule, at no additional costs to City. Prepare Recovery Schedule to show plan for returning to original schedule as expeditiously as possible, and in a manner that complies with the contract documents.
2. **Schedule Preparation:** Within three (3) calendar days after notice from City, prepare and submit a Recovery Schedule, incorporating best available information from Subcontractors and others which will permit return to the Approved Baseline Construction Schedule at earliest possible time. Prepare Recovery Schedule to same level of detail as Construction Schedule and for maximum duration of one (1) month.

3. **Schedule Review:** Within seven (7) calendar days after notice from City, Contractor shall participate in conference with City to review and evaluate Recovery Schedule. Submit revisions necessitated by review for City's acceptance within Three (3) calendar days of conference. Use accepted Recovery Schedule for its planned duration as basis for returning to the Approved Baseline Construction Schedule.
4. **Schedule Assessment:** Seven (7) days prior to expiration of Recovery Schedule, confer with City to assess effectiveness of Recovery Schedule. As a result of this conference, the City will direct Contractor as follows:
 - a. **Behind Schedule:** If City determines Contractor is still behind schedule, the City will direct Contractor to prepare another Recovery Schedule for subsequent pay period.
 - b. **On Schedule:** If City determines that the Contractor has successfully complied with provisions of Recovery Schedule, the City will direct Contractor to return to use of Construction Schedule.

N. Request for Time Extension

1. **Time Extension Request:** In the event the Contractor requests an extension of contract time for unavoidable delay, justification shall be submitted no later than three (3) calendar days after the initial occurrence of any such delay. When requesting time for proposed change orders, the request(s) must be submitted with the proposed change order with full justification. If the Contractor fails to submit justification he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following :
2. **Time Impact Analysis (TIA):** The Contractor shall submit a written time impact analysis (TIA) – through e-builder with each request for adjustment of contract time, or when the Contractor or City considers that an approved or anticipated change may impact the critical path or contract progress.

The TIA shall illustrate the impacts of each change or delay on the current schedule completion date or internal milestone, as appropriate. The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the City determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed. The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or

deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the Official Contract Schedule, the difference between scheduled completion dates of the two schedules shall be equal to the adjustment of contract time. The City may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in contract time until the Contractor provides the TIA.

3. **Request of Time Impact Analysis:** The Contractor shall submit a TIA through e-builder within 3 calendar days of receiving a written request for a TIA from the City. The Contractor shall allow the City 14 calendar days after receipt to accept or reject the submitted TIA. All approved TIA schedule changes shall be shown on the next update schedule.
4. **Time Impact Analysis Evaluation:** If a TIA submitted by the Contractor is rejected by the City, the Contractor shall meet with the City to discuss and resolve issues related to the TIA. The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent update schedules. If agreement is reached at a later date, approved TIA schedule changes shall be shown on the next update schedule. The City will withhold remaining payment if a TIA is requested by the City and not submitted by the Contractor. The scheduled payment item will resume on the next payment application after the requested TIA is submitted. No other contract payment will be retained regarding TIA submittals.

O. Final Update Schedule

The Contractor shall submit a final as-built schedule with actual start and finish dates for the activities, within 30 calendar days after completion of the contract work. The Contractor shall provide a written statement with this submittal signed by the Contractor stating, *"To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates the actual activities for the project contained herein."*

ARTICLE SP-16 LIQUIDATED DAMAGES

If determined by the City that the work is not complete within the time specified or any adjustments thereof, it is agreed that damage will be sustained by the City. Therefore, Contractor shall pay compensation for damage to the City as liquidated damages.

The term liquidated damages means the daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by the city because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.

Liquidated damages are based on the estimated cost of field construction engineering. In special cases, liquidated damages greater than the estimated field construction engineering cost may be specified provided that detailed reasons, such as project related costs for delays and public inconvenience, are given to support the greater amount. In all cases, calculations should support the recommended rate.

Liquidated damages are not to be used as disincentives or incentives to encourage timely completion. If project completion time is critical, then Incentive/Disincentive (I/D) provisions should be considered to motivate the contractor to complete the work sooner, and the I/D amount and time should be documented in the project file.

The city shall use the following formula as a guideline to determine Liquidated Damages and avoid excessive, or unreasonable, liquidated damages:

$$\frac{(15\%) \times (\text{Engr. Estimate} + \text{RE Office Expense}^*)}{\text{WORKING DAYS}^{**}} = \frac{\text{Liquidated Damage}}{\text{CALANDAR DAY}}$$

* Resident Engineer office expenses for the life of the contract should be added unless the cost is already included in the Engineer's Estimate.

** Working days used to calculate liquidated damages should not include water pollution establishment or plant establishment days.

The liquidated damages should be rounded up in \$100 increments when determining the amount specified in section 6-9 of the General Provisions.

ARTICLE SP-17 CONTRACTOR'S WORKSITE STAFF

- A. Contractor's worksite staff shall give personal attention to the work, and keep work under control and in conformance with the Contract.
- B. The Contractor shall maintain sufficient on site personnel to effectively manage the work. The Contractor shall assign a minimum of two (2) different individuals, to be personally responsible for the following four (4) functions of work:
 - 1. On-site project management (as needed and required to attend weekly progress meetings)
 - 2. On-site English speaking supervision of construction (full-time)
 - 3. On-site engineering/document control (as needed)
 - 4. On-site scheduling (as needed)
- C. With day to day operations and daily activites in the building continuing throughout construction the Contractor shall be required to have worksite staff for **construction cleaning** or to maintain a contract with a construction cleaning company. Construction cleaning personel shall be available on call, within 24-hours, and shall perform **weekly clean up** of all areas under construction and areas adjacent to construction. This extra measure of construction cleaning

shall take place in addition to the **daily clean up** that will be expected of all sub-contractors and any construction personnel working in construction site areas. These extra measures of construction cleaning are intended to minimize effects of construction on the continued day to day operations inside the building and eliminate any build up of dust and debris surrounding the construction areas. All vents shall be covered and protected to avoid dust migration.

If in the opinion of the City the work is not being effectively managed the City may order the Contractor to augment or replace specific staff as necessary to ensure the successful completion of the project. Such personnel changes shall be at the sole expense of the Contractor.

ARTICLE SP-18 TEMPORARY FACILITIES

(10) **Logistics Plan.** The Contractor shall submit a project logistics plan to the City for approval within five working days from the Notice to Proceed date. The logistics plan shall define how the Contractor plans to control site processes including, but not limited to, means and methods to accommodate temporary utilities, temporary facilities and office trailers, site traffic, on-site parking, material delivery and material storage, etc.

A. Constrained Site. The Contractor is advised that the Project Site is extremely constrained and there will be limited available space for material storage / delivery, construction parking, and temporary office facilities. As a result the Contractor shall account for the following restrictions in the preparation of their bid.

- 1) **Material Delivery/Storage:** The contractor shall coordinate "just-in-time" material deliveries with their suppliers/subcontractors so as not to unnecessarily encumber the site with stored materials. At the Contractor's option and expense they may utilize suitable off-site storage facilities and/or lay-down areas to store materials. Fees paid for such off-site storage facilities and all costs associated with transportation of materials to or from the site shall be at the sole expense of the Contractor.

Material Delivery/Storage: shall be scheduled so as to cause minimal disruption of adjacent businesses and normal traffic patterns on streets abutting the site.
Construction Parking: No construction vehicle parking is provided, nor will be allowed off site or adjacent to the site. The Contractor shall limit the number of vehicles allowed on site to those vehicles necessary to perform the Work. Construction parking will not be allowed on surface streets surrounding City Hall.

- 2) **Construction operations** shall be confined to the site. Operations such as crane work, placing asphalt, or placing concrete with operations that encroach onto the public right of way and day to day pedestrian path of travel are not guaranteed and shall be at the discretion of the City with at least 5 working days notice prior to said work. Such work, subject to City approval, will be limited to the hours of 7:30 am to 4:00 pm Monday through Friday. Early hour deliveries for earth moving, placement of concrete/asphalt, steel materials, equipment and similar activities shall approved by the City 72 hours in advance of the event.

- B. Contractor Office.** The Contractor shall include in their bid, all costs to provide separate facilities for their personel. Including cell service, wi-fi hotspots, computers, printers, scanners, email capability, communications, and safety equipment. The location of Contractor facilities shall be reviewed and approved by the City.
- C. Web based file sharing platform.** Contractor shall provide a fully functional web based file sharing platform/site/software for project administration to be utilized by all parties. Trial subscriptions to web based platforms will not be considered acceptable.
- D. Video and Telephone Conferencing.** As part of the recent COVID-19 protocols that limit in person meetings, the Contractor shall include in their bid, all costs to provide a video and telephone conferencing service for the project. Key City staff members and Contractor staff members shall be able to schedule and invite attendees. Trial subscriptions to Video and Telephone Conferencing platforms will not be considered acceptable.

ARTICLE SP-19 PROJECT SIGNAGE

- A. Contractor shall be responsible to provide, install, and maintain all required project signage per California Department of Industrial Relations. The location and content of project signage must be approved by the City prior to installation.
- B. Beyond the requisite safety and traffic signage the Contractor shall include in their bid the cost to provide and install two (2) project signs, (3' x 6' minimum). The project sign shall include a rendering of the project, the project name, and the names of the City, City's Representative/Construction Manager, Architect and their Consultants, and the General Contractor. The City shall approve layout and content of the project sign.
- C. Under no circumstances shall Contractor or any of their Subcontractors be allowed to install or otherwise display advertising or similar signage without the express written consent of the City.

ARTICLE SP-20 INSURANCE REQUIRED

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 General Provisions.

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.

4) Builder's Risk Insurance

Upon execution of the Agreement, the Contractor shall provide a certificate(s) of insurance showing that he has obtained, for the period of the contract, Builders' Risk "All Risk" completed value insurance coverage (including flood but excluding earthquake and tidal wave) upon the entire project which is the subject of the contract and including completed work and work in progress.

ARTICLE SP-21 GENERAL WORK REQUIRED

- 1) Any haul routes to be coordinated with City operations and any city or agency requirements and ordinances, including permits.
- 2) Permits / Fees / Agency Notification / Compliance / Ordinances
- 3) Any and all other permit and/or service fees, assessments, or bonding required in conjunction with the work of this Contract shall be the responsibility of the Contractor.
- 4) All notifications with various agencies required in the performance of the work shall remain the responsibility of the Contractor.
- 5) Compliance with regulatory agency, organization, and governing body requirements having jurisdiction over Contractors scope of work.
- 6) Contractor shall provide all necessary safety measures required for each work area including but not limited to: Temporary fencing with privacy screen around the perimeter of the property, completely securing, and controlling each work area. Contractor shall move fencing as required to each area of work as required. Submit plan showing the layout of the fencing to the City for approval prior to installing temporary fencing. Temporary fencing shall be minimum 6' high relocatable fence panels (as appropriate). Fence panel bases shall be located to avoid

trip hazards in all paths of travel. Barricades, traffic plates, temporary patching, temporary signage required for safely delineating all detours, road lane and pathway closures and rerouting, traffic control, safety warnings.

- 7) Contractor shall prepare and submit to the City for approval a traffic control and pedestrian pathway control plan prior to starting work in any area cover by the scope of work for review. Traffic control plan as required to be approved by the City jurisdiction.
- 8) There may be other City Contractors involved in the project. It is the responsibility of this Contractor to be aware of other operations with the coordination of the City, and be aware of all others working in order to coordinate work accordingly.
- 9) Prior to use of bobcat or any equipment involving the roof, contractor is to provide engineers statement that the weight of the equipment is appropriate to use for the floor design criteria.
- 10) Contractor shall furnish to the City by noon of the following day, completed daily reports, and safety meeting reports for the previous day. Reports shall include: name of each worker performing work each day, classification for each worker employed on the project (including any sub-tier subcontractors' workers), a description of work performed, and any equipment used for each day. Contractor forms to be provided by City. Current daily reports are a condition of release of monthly payment to the Contractor.
- 11) Responsibility for storage and security of own materials and/or equipment located on and off the jobsite property. Location of staging area to be determined / approved by City. Own work shed, yard, lighting and security fence, if required for storage.
- 12) Contractor shall be responsible to provide and maintain adequate containment of existing **hazardous materials** and **dust control**, with particular control of any existing lead dust, construction dust, and construction debris during demolition operations. A specific **dust control plan** shall be submitted to the City for approval prior to the start of any demolition work. The dust control plan shall specifically identify how OSHA protection measures shall be implemented and the cleaning of all areas of work, pathways leading up to the work, public pathways adjacent to the work, and haul routes throughout the duration of their scopes of work shall take place. These measures must be done to the satisfaction of the City and local health agencies.
- 13) Day to day operations will continue throughout construction and the Contractor shall maintain access to all office work spaces, in use, and adjacent to construction areas.
- 14) Off-loading, scaffolding, ladders, hoisting and moving of materials and/or equipment for own work.
- 15) Contractor is responsible for temporary power, portable lighting and extension cords necessary to complete the scope of work. Contractor will be responsible to provide general egress/ingress pedestrian, parking lot, walkway, safety, etc. OSHA required temporary lighting. Contractor shall provide their own task lighting, including any extension cords, generators and light stands as may be required.

- 16) Provide and maintain dewatering operation as required to eliminate ponding of water immediately after rainfall has occurred in order to allow these areas to dry out as quickly as possible. Dewatering to be done by whatever means necessary, including mechanical pumps, siphons, etc. Any SWPPP measures defeated or removed in the dewatering process shall be replaced per the posted SWPPP plan by the Contractor. Dewatering for grading operation, trenches, footings, pits, slab areas, etc., shall be done immediately by Contractor.
- 17) Contractor's construction cleaning personnel shall be available on call, within 24-hours, and shall perform **weekly clean up** of all areas under construction and areas adjacent to construction. This extra measure of construction cleaning shall take place in addition to the **daily clean up** that will be expected of all sub-contractors and any construction personnel working in construction site areas. These extra measures of construction cleaning are intended to minimize effects of construction on the continued day to day operations inside the building and eliminate any build up of dust and debris surrounding the construction areas.
- 18) Upon failure by Contractor to provide sufficient cleanup, and after 24-hour Notice the City will perform the cleanup and assess all costs against the Contractor's Contract, which have failed to perform clean up. If lack of cleanup results in an immediate safety concern to public safety and the City shall have right to correct any situation and assess all costs against the Contractor's Contract.
- 19) Contractor is responsible for environmental conditions (i.e. temperature, moisture, etc.) affecting own work.
- 20) Provide survey, layout and field measurements for Contractor's own work.
- 21) Safety requirement for Contractor's own work, in compliance with most recent OSHA regulations and in cooperation with the City's safety requirements. Hardhats, boots, eye protection, long pants and shirts, and 100% tie off are required for all personnel at all times during construction of the Project. Failure to comply with any Safety Regulations will be grounds for removal of personnel from the jobsite. Flammable products must be continually stored per OSHA regulations. All Contractor's on-site full time project supervision shall be required to have completed the OSHA 10- hour training prior to working on the project.
- 22) Job hazard analysis, IIPP, site specific safety plan must be submitted to City prior to commencement of work.
- 23) Contractor to comply with all ordinances regarding parking, hours of work and routing of delivery trucks to the project site, and as required by the City.
- 24) Contractors and employees will be required to park in designated areas as directed by the City. Contractor shall provide provisions as required for own employees, equipment, suppliers and sub- tier contractors.
- 25) Compliance with specified warranty and guarantee requirements, both standard and special.

- 26) Provide one qualified English speaking Superintendent and one lead foreman for the duration of own work on project, including punch list corrections at completion of project. Superintendent and/or Foreman must be on-site when work is being performed. Superintendent / Foreman may not be changed without City's approval. All Contractor's on-site full time project supervision shall be required to have completed the OSHA 10-hour training prior to working on the project. Contractor's on-site administrative personnel are required to have completed the OSHA 10-hour safety training prior to working on the project.
- 27) Attendance at jobsite coordination, scheduling and safety meetings shall be by the Contractor's Superintendent at a minimum.
- 28) Multiple move-ons to comply with the project's schedule or as required.
- 29) Provide relocation of staging area as necessary due to construction progress and as directed by City.
- 30) Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting underground work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities. All utilities slated for removal or cap off must be potholed and exposed prior to removal of cap off. Should location of utilities differ from those shown on the contract documents contractor shall make every effort to locate said at no cost to the City.
- 31) All welding required for own work. Submit current and valid welder's certifications prior to beginning any welding installation on site for IOR and City's review.
- 32) Additional testing costs as required should initial tests fail as a result of the scope of work.
- 33) All project record documents as required per plans and specifications. Monthly updates of as-built documents on record plan set, and transfer to project as built set at end of the project as required by specifications. Update as-built drawing on a weekly basis.
- 34) All project record documents as required per plans and specification.

SECTION F

MODIFICATIONS TO STANDARD SPECIFICATIONS

PART 2
CONSTRUCTION MATERIALS
(No Addtions or Modifications)

PART 3
CONSTRUCTION METHODS
(No Addtions or Modifications)

PART 4
EXISTING IMPROVMENTS
(No Addtions or Modifications)

PART 5
PIPELINE SYSTEM REHABILITATION
(Not Used)

PART 6
TEMPORARY TRAFFIC CONTROL
(No Addtions or Modifications)

PART 7
STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS
(Not Used)

PART 8
LANDSCAPING AND IRRIGATION
(Not Used)



Unit Rating

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.334 (SN: 5624784-G1656VLZ)

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RQ-004-8-J-E6K9-000:M000-U00-QKC-AGA-0NE0H01-00-0001000VB

Tag: DOAS-1

Job Information

Job Name: *Costa Mesa Fire Stations #1*
 Job Number: *Costa Mesa Fire Stations #1*
 Site Altitude: *0 ft*
 Refrigerant: *R-410A*

Unit Information

Approx. Op./Ship Weights: *825 / 825 lbs. (±5%) 900 lbs w/curb*
 Supply CFM/ESP: *1000 / 0.75 in. wg.*
 Pre-Filter FV / Qty: *180.00 fpm / 2*
 Final Filter FV / Qty: *180.00 fpm / 2*
 Outside CFM: *1000*
 Ambient Temperature: *95 °F DB / 72 °F WB*
 Return Temperature: *75 °F DB / 62 °F WB*

Static Pressure

External: *0.75 in. wg.*
 Evaporator: *0.11 in. wg.*
 Filters Clean: *0.14 in. wg.*
 Dirt Allowance: *0.35 in. wg.*

Economizer: *0.00 in. wg.*
 Heating: *0.00 in. wg.*
 Cabinet: *0.10 in. wg.*
 Total: *1.47 in. wg.*

Cooling Section

	Gross	Net
Total Capacity:	<i>51.32</i>	<i>49.84 MBH</i>
Sensible Capacity:	<i>40.57</i>	<i>39.09 MBH</i>
Latent Capacity:	<i>10.75 MBH</i>	
Mixed Air Temp:	<i>95.00 °F DB</i>	<i>72.00 °F WB</i>
Entering Air Temp:	<i>95.00 °F DB</i>	<i>72.00 °F WB</i>
Lv Air Temp (Coil):	<i>55.60 °F DB</i>	<i>55.31 °F WB</i>
Lv Air Temp (Unit):	<i>56.96 °F DB</i>	<i>55.85 °F WB</i>
Digital Comp. Capacity Ratio:	<i>100%</i>	
Supply Air Fan:	<i>1 x RQ185D60-VFD @ 0.46 BHP</i>	
SA Fan RPM / Width:	<i>1383 / 1.750"</i>	
Evaporator Coil:	<i>5.3 ft² / 4 Rows / 14 FPI</i>	
Evaporator Face Velocity:	<i>190.5 fpm</i>	

Heating Section(**)

Primary Heat Type: *Heat Pump*
 Total Capacity: *46.0 MBH*
 Integrated Heat Capacity: *46.0 MBH*
 OA Temp: *42.0 DB / 41.0°F WB*
 RA Temp: *75.0 °F DB / 62.0 °F WB*
 Entering Air Temp: *42.0 DB / 41.0 °F WB*
 Leaving Air Temp: *82.4 DB / 58.7°F WB*
 Auxiliary Heat Type: *No Heat*
 Heating CFM: *1000*
 Fan Temp Rise: *1.4 °F*

Re-Heat Coil:

Capacity: *16 MBH*
 LA DB /WB: *70.00 °F / 60.77 °F*
 RH: *59%*

Rating Information

Application EER @ Op. Conditions: *12.8*

Application COP_H @ Op. Conditions: *4.45*

Electrical Data

Rating: *208/3/60*
 Unit FLA: *24*
 SCCR: *10 KAIC*

Minimum Circuit Amp: *28*
 Maximum Overcurrent: *40*

	Qty	HP	VAC	Phase	RPM	FLA	RLA
Compressor 1:	1		208	3			16.1
Condenser Fans:	1	0.333	208	1	1110	2.8	
Supply Fan:	1	1.00	208	3	1760	4.6	

Cabinet Sound Power Levels*

Octave Bands:	63	125	250	500	1000	2000	4000	8000
Discharge LW(dB):	78	78	79	73	67	65	61	56
Return LW(dB):	74	74	69	61	58	56	46	38

*Sound power levels are given for informational purposes only. The sound levels are not guaranteed.

(**)Fan motor temperature rise is not included in the heat capacity and temps.



Unit Rating

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Tag: DOAS-1

Job Information

Job Name: Costa Mesa Fire Stations #1 Job Number: Costa Mesa Fire Stations #1
OA CFM: 1000 SA CFM: 1000

Performance Data Table

Outside Air		Mixed Air		Leaving Air		Heat Pump Capacity	Heat Pump Integrated Capacity	Heating COP
DB °F	WB °F	DB °F	WB °F	DB °F	WB °F	MBH	MBH	
62.0	56.2	62.0	56.2	114.5	73.4	57.6	57.6	4.03
57.0	51.6	57.0	51.6	105.9	69.2	54.1	54.1	4.15
52.0	47.1	52.0	47.1	97.2	64.8	50.5	50.5	4.23
47.0	42.6	47.0	42.6	88.9	60.5	47.2	47.2	4.30
42.0	38.0	42.0	38.0	80.5	55.8	43.8	43.8	4.32
37.0	33.5	37.0	33.5	67.6	49.2	41.0	35.2	3.76
32.0	28.8	32.0	28.8	*	*	*	*	*
27.0	24.3	27.0	24.3	*	*	*	*	*
22.0	19.7	22.0	19.7	*	*	*	*	*
17.0	15.0	17.0	15.0	*	*	*	*	*
12.0	10.4	12.0	10.4	*	*	*	*	*
7.0	5.7	7.0	5.7	*	*	*	*	*
2.0	0.1	2.0	0.1	*	*	*	*	*

*Invalid operating point - Compressor operating outside of operating envelope.



18.5" STAR Plenum

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.334 (SN: 5624784-G1656VLZ)

JOB INFORMATION:

Job Name: *Costa Mesa Fire Stations*
 Job Tag: *#1*
 Rep Firm: *DOAS-1*
 Date: *08/28/2023*
08/28/2023

WHEEL SPECIFICATION:

Max RPM: *2,200*
 Diameter x Qty: *18.5 in. x 1*
 CFM: *1000*
 Tip Speed: *1000*
 Inertia: *6,698 FPM*
6,698 FPM

OPERATING CONDITIONS:

Air Flow: *1,000 CFM*
 Static Pressure: *1.47 in. Wg.*
 Plenum DP: *0.00 in. Wg.*
 Inlet Grill DP: *0.00 in. Wg.*
 TSP: *1.47 in. Wg.*
 Site Altitude: *0.00 Ft*
 TSP @ Sea Level: *1.47 in. Wg.*

MOTOR SELECTION:

Rated HP / Bypass: *1 / No*
 Frame Size: *48*
 Nominal RPM: *1760*
 VAC/PH/HZ: *208/3/60*
 Efficiency: *Standard / 0.785*
 Enclosure Type: *ODP*
 Max Inertial Load: *15 WR²*

FAN PERFORMANCE:

RPM: *1383*
 BHP: *0.46*
 Efficiency: *50.9%*
 In/Out Velocity: */FPM*
 Plenum Out Velocity: *17 FPM*

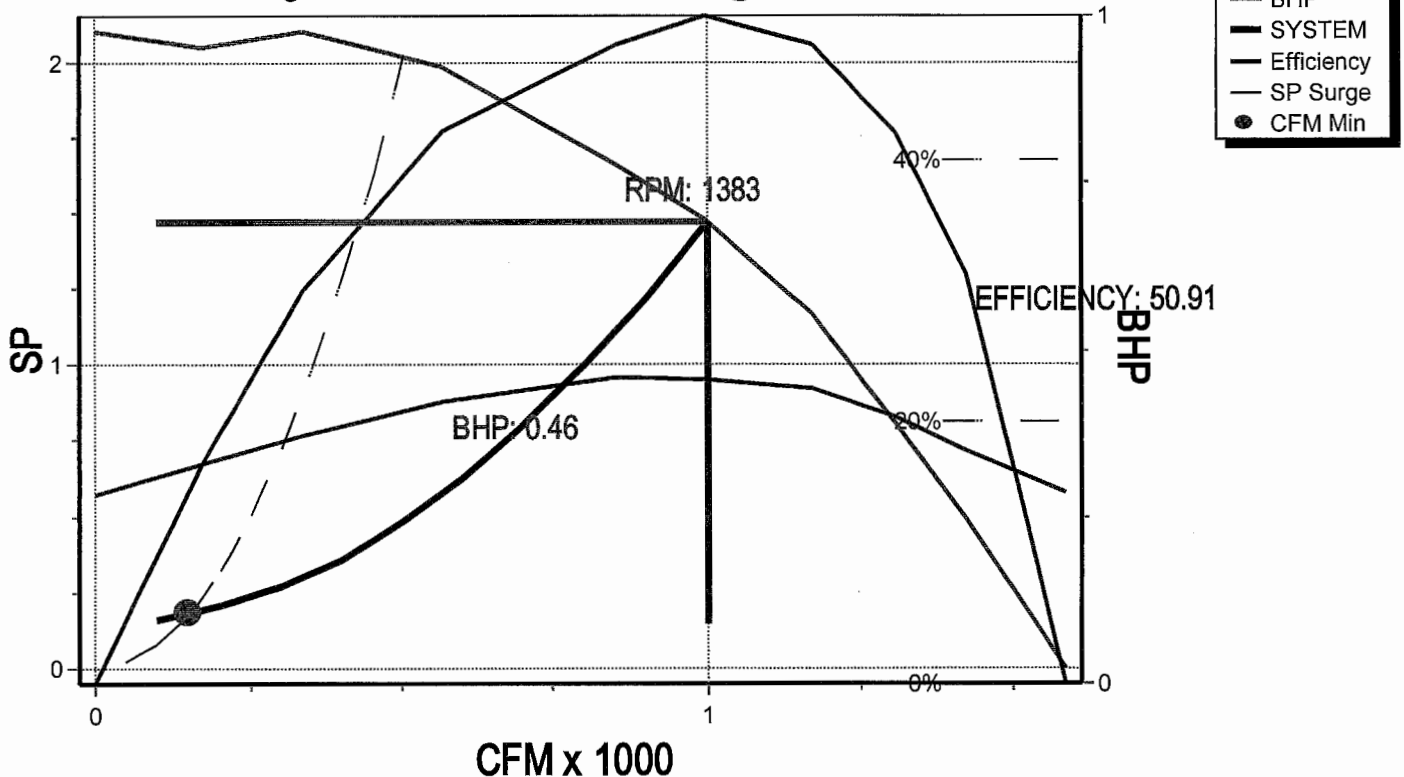
FAN SOUND POWER (Inlet/Outlet):

Octave Band:	(Re 10 ⁻¹² watts)							
	1	2	3	4	5	6	7	8
	78	78	79	75	70	69	65	60
	78	78	79	75	70	69	65	60

SOUND POWER A-Weighted: *79 / 79 dB*

Max Duct SP with Blocked Airway: *2.1 in. Wg. @ 1383 rpm*

Supply Fan Model: RQ185D60-VFD @ 1383 RPM and 100% Width
 Design Conditions: 1000 CFM @ 1.47" SP



TS-3



Unit Submittal

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.334 (SN: 5624784-G1656VLZ)

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RQ-004-8-J-E6K9-000:M000-U00-QKC-AGA-ONE0H01-00-0001000VB
Tag: DOAS-1

Job Name: *Costa Mesa Fire Stations #1* Unit Submittal For:
Job Number: *Costa Mesa Fire Stations #1* Unit Submittal Date: *August 28, 2023*

	Base Option	Description
R	Series	Roof Top Unit
Q	Generation	Tenth Generation
004	Unit Size	Four
8	Voltage	208V/3Ø/60Hz
J	Interior Protection	Horizontal Discharge and Return w/ Interior Corrosion Protection
E	Refrigerant Style	R-410A Variable Capacity Scroll Compressor (VCC) - High Efficiency
6	Unit Configuration	Air-Source Heat Pump
K	Coil Coating	Stainless Steel Casing (Evap Only) + Polymer E-Coated Coils (Evap & Cond)
9	Cooling/Heat Pump Staging	Modulating Heat Pump + No Auxiliary Heat - 1 VCC
0	Heating Type	No Heating
0	Heating Designation	No Heating
0	Heating Staging	No Heating

	Feature Option	Description
M	1A. RA/OA Section	Motorized 100% Outside Air Dampers - No RA Opening
0	1B. RA/EA Blower Configuration	Standard - None
0	1C. RA/EA Blower	Standard - None
0	1D. RA/EA Blower Motor	Standard - None
U	2. OA Control	2 Position Actuator
0	3. Heat Options	Standard
0	4. Maintenance Options	Standard
Q	5A. SA Blower Configuration	1 Blower + Inverter Rated 3 Phase Motor + VFD
K	5B. SA Blower	19" Direct Drive Backward Curved Plenum - 60% Width
C	5C. SA Motor	1 HP 1750 rpm
A	6A. Pre Filter Type	2" Pleated Pre Filter - 30% Eff
G	6B. Unit Filter Type	4" Pleated - 85% Eff - MERV 13
A	6C. Filter Options	Clogged Filter Switch
0	7. Refrigeration Control	Standard - Adj Comp. Cool&Heat Lock Out Through Unit Controls
N	8. Refrigeration Options	Polymer E-Coated Modulating Hot Gas Reheat
E	9. Refrigeration Accessories	ECM Condenser Fan - Head Pressure Control
0	10. Power Options	Standard Power Block
H	11. Safety Options	Remote Safety Shutdown Terminals
0	12. Controls	Standard
1	13. Special Controls	Make Up Air Heat Pump Unit Controller - CV Cool + CV Heat
0	14A. Outside Air Configuration	Standard - None
0	14B. Preheat Sizing	Standard - None
0	15. Glycol Percent	Water or No WSHP
0	16. Interior Cabinet Options	Standard - Double Wall + R-13 Foam Insulation + Stainless Steel Drain Pan
0	17. Exterior Cabinet Options	Standard
1	18. Electrical Rating	10 KAIC
0	19. Code Options	Standard - ETL U.S.A. Listing
0	20. Crating	Standard
0	21. Water-Cooled Cond.	Standard - None
V	22. Control Vendors	VCCX w/ BACnet MSTP
B	23. Type	Standard - Includes AAON Gray Paint



VCCX Components

2425 South Yukon Ave - Tulsa, Oklahoma 74107-2728 - Ph. (918) 583-2266 Fax (918) 583-6094
AAONEcat32 Ver. 4.334 (SN: 5624784-G1656VLZ)

1A 1B 1C 1D 2 3 4 5A 5B 5C 6A 6B 6C 7 8 9 10 11 12 13 14A 14B 15 16 17 18 19 20 21 22 23

RQ-004-8-J-E6K9-000:M000-U00-QKC-AGA-ONE0H01-00-0001000VB

Tag: DOAS-1

Job Name:

Costa Mesa Fire Stations #1 VCCX For:

Job Number:

Costa Mesa Fire Stations #1 VCCX Date:

August 28, 2023

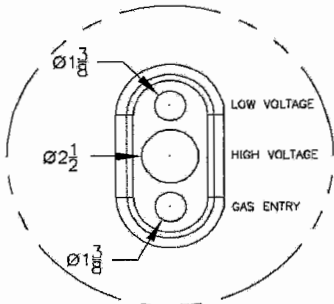
Hardware Included For VCCX Controller

Part #	Included Parts	Assigned Channel	BACnet Point
ASM01698	VCCX2 CONTROLLER		
ASM01692	OSA Temp/Hum Sensor	EBUS2 communicating sensor	AI:16,AI:17,AI:18,AI:19
R82890	Supply Temp Sensor - Field Installed	VCCX control point AI 3	AI:9
	Supply Fan Control Signal 0-10VDC	VCCX control point AO 1	AI:22
	Economizer	VCCX control point AO 2	AI:30
R62330	Proof of Air Flow	VCCX control point BI 1	BI:6, BI:24
R64580	Dirty Filter Sensor	VCCX control point BI 2	BI:25
	Safety Shut Down	VCCX control point BI 8	BI:26
	Supply Fan	Configured Relay Point	BI:47
ASM02201	DIGITAL REFRIGERATION MODULE		
R57800	Comp Discharge Temp A	RSMD point TEMP1	AI:66
V38391	Suction Pressure Sensor A	RSMD point SP-1	AI:48
V38410	Discharge Pressure Sensor A	RSMD point HP-1	AI:50
R63950	Modulated Condenser Signal A	RSMD point AO1	AI:46
G017740	O.D. Coil Defrost Temp Switch	RSMD point BIN3	BI:81
	Comp Status Input A	RSMD point BIN1	BI:77
	Emergency Shutdown	RSMD point BIN4	BI:83
	Condenser Enable A	RSMD Fixed Relay point	BI:86
	Comp Unload Signal A	RSMD point T1	AI:44
	Comp Enable A	RSMD Fixed Relay point	BI:84
	Comp Cir Reversing Valve	RSMD Fixed Relay point	BI:88
ASM01670	MODULATING HOT GAS REHEAT MODULE		
	Reheat HGR Valve	MHGRV-X	AI:42

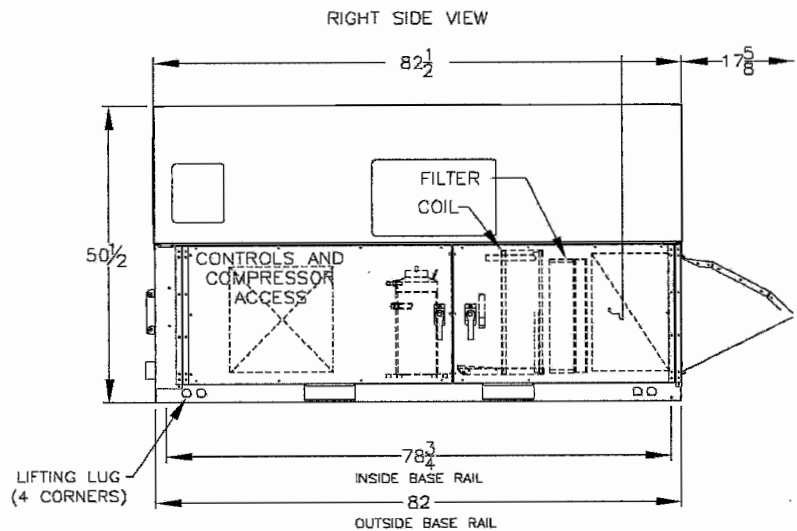
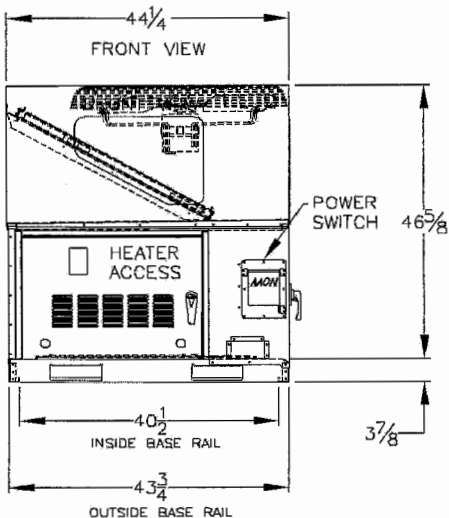
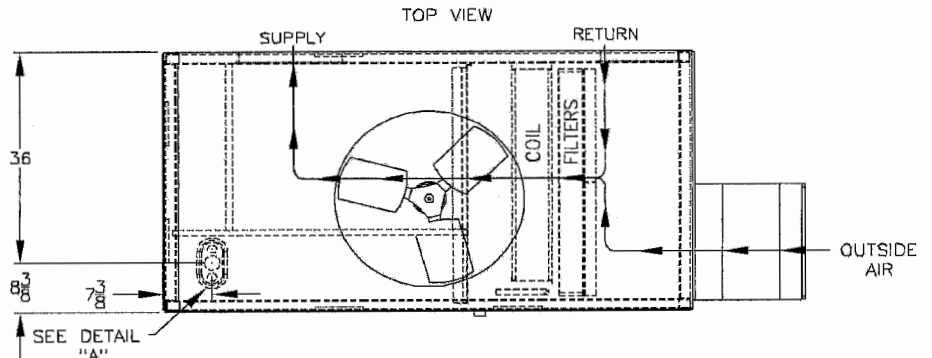
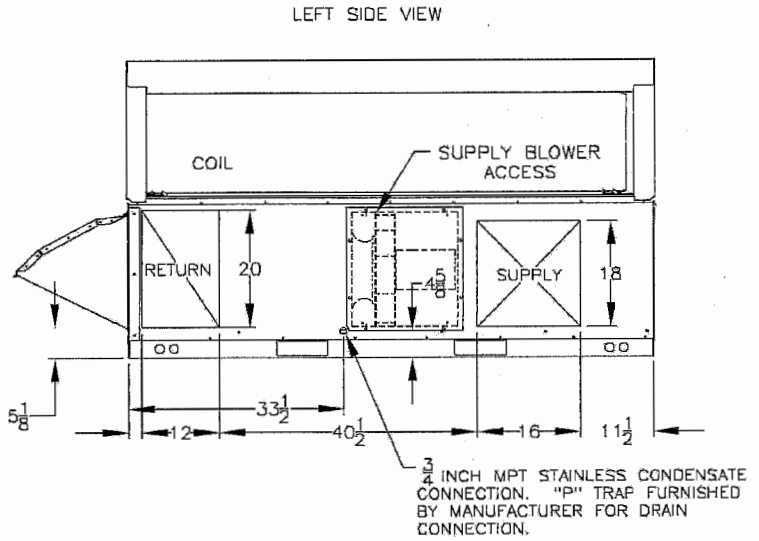
RQ CABINET STANDARD HORIZONTAL ~ 1-6 TON

CLEARANCES	
LOCATION	• UNIT SIZE •
	1 - 6 TON
OUTSIDE AIR (BACK)	36*
HXC (FRONT)	36
LEFT SIDE	24
RIGHT SIDE	48
TOP	UNOBSTRUCTED

*CLEARANCE IS MEASURED FROM THE END OF THE OUTSIDE AIR RAIN HOOD ON THE ELECTRIC PREHEAT



DETAIL A

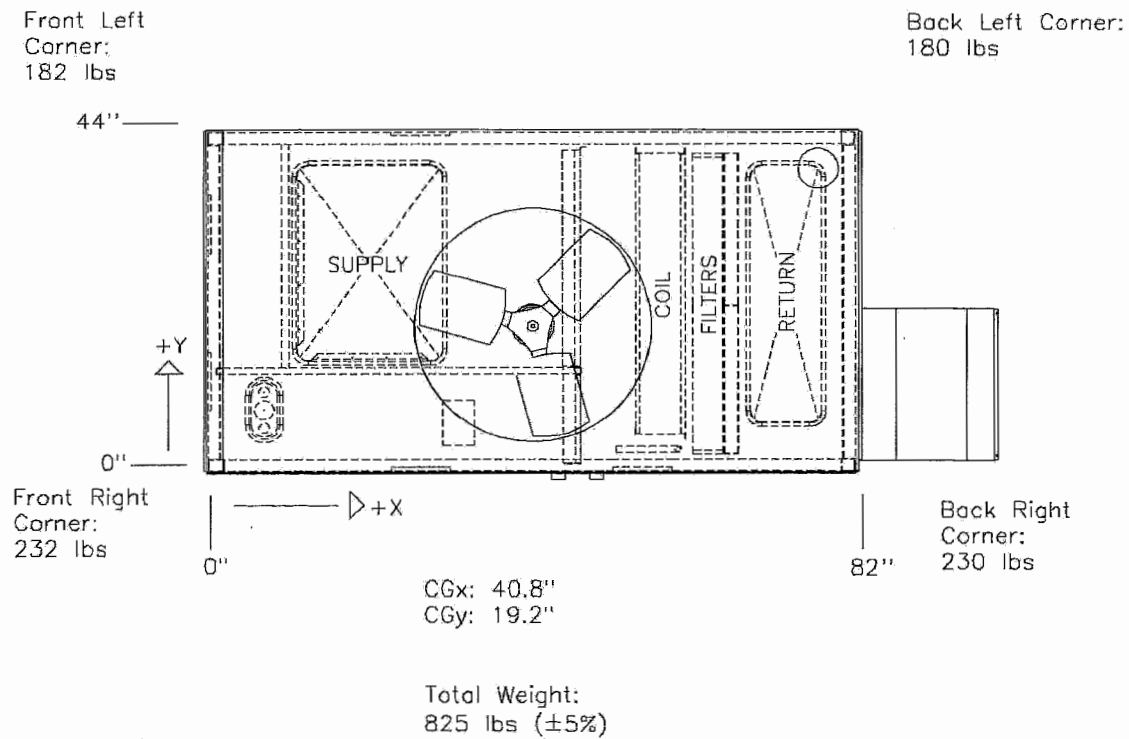


RQ-00013 REV:D 04/13/16 AAS
NOTE: ALL DIMENSIONS ARE IN INCHES

RQ CABINET VERTICAL AIR COOLED CONDENSING UNIT



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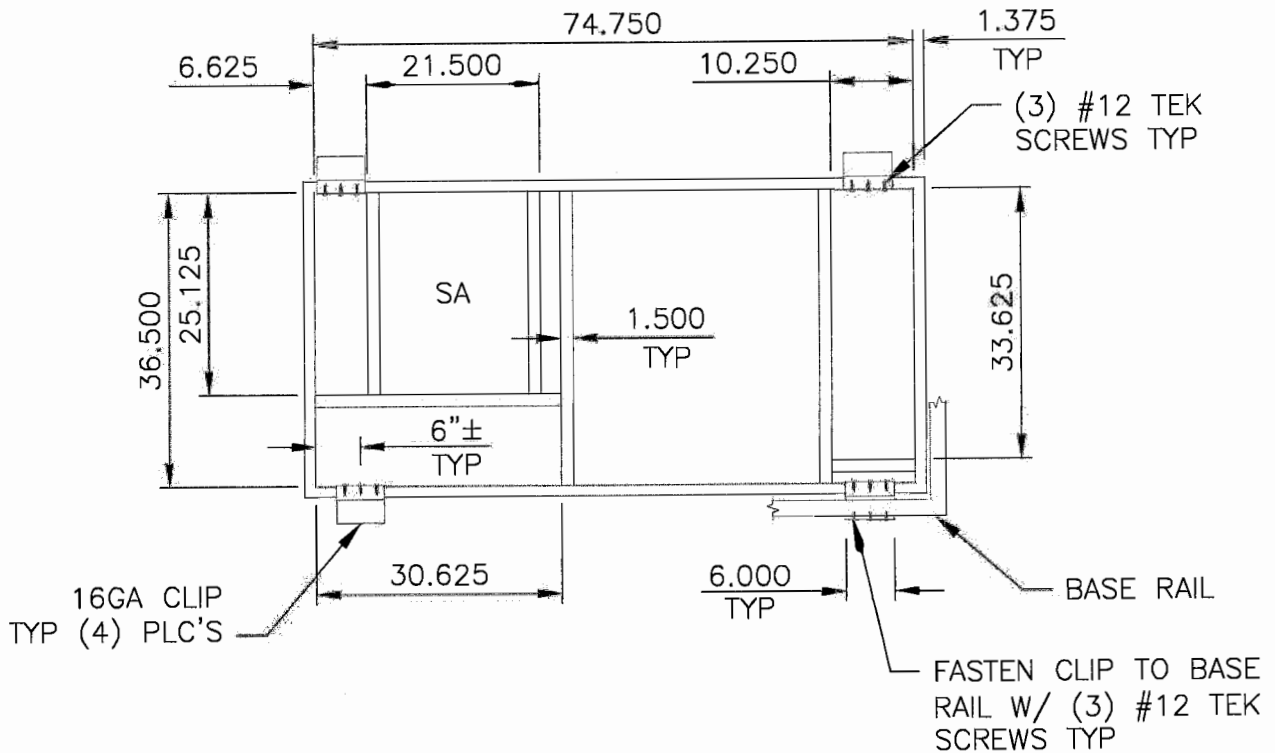
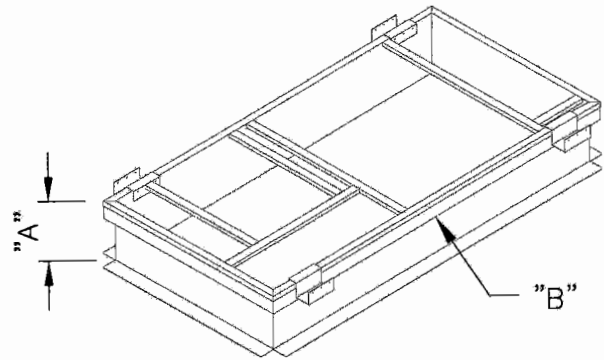
Disclaimer:
This weight estimate does not account for any SPAs.

CURB CONSTRUCTION:

16 GA G-90 GALVANIZED STEEL. FULLY WELDED SEAMS AND CORNERS. CURBS SHIP WITH CLOSED CELL NEOPRENE GASKET MATERIAL TO CREATE AN AIR TIGHT SEAL BETWEEN THE CURB AND UNIT.

A= CURB HEIGHT (STANDARD CURB HEIGHT 8", 12" OR 14") SPECIAL CURB HEIGHT AVAILABLE UPON REQUEST.

B= 2"x4" WOOD NAILER.



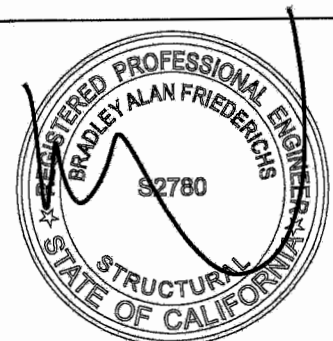
PRODUCT #: **CAL1272**

UNI-PRODUCTS INC.
ADAPTACURB.COM

3315 Elkhorn Blvd
North Highlands, CA 95660
(916)-348-3800
www.adaptacurb.com
Sales@adaptacurb.com

DESIGN CRITERIA

WIND: 155 MPH, EXP C, ROOF HEIGHT <60ft
Iw=1.0
SEISMIC: Sds=2.49 IP=1.5
CODE: 2019 CBC



SECTION H

MISCELLANEOUS CONTRACT DOCUMENTS (SAMPLES)

**CITY OF COSTA MESA
(SAMPLE) PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 24-##**

THIS PUBLIC WORKS AGREEMENT (“Agreement”), dated _____ (“Effective Date”), is made by the CITY OF COSTA MESA, a political subdivision of the State of California (“CITY”), and _____, a [state] [type of organization] (“CONTRACTOR”).

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of _____.

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

The Project is known as _____, City Project No. ____ (“Project”).

2. CONTRACT DOCUMENTS.

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

- a. This Agreement;
- b. CONTRACTOR’s bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent’s Power of Attorney for each bond;
- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction (“The Greenbook”); and

- i. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is _____, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY

by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. CONTRACT PRICE.

_____ (\$_____.00).

8. TIME OF PERFORMANCE.

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

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to

CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

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

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

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to _____ as liquidated damages for each day beyond the date provided for the completion of such Work.

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

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide

CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

to act for CONTRACTOR.

14. INSPECTION BY CITY.

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

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

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

16. PAYMENTS TO CONTRACTOR.

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

obtaining approval from the City Council to issue a warrant.

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

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

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

18. CONTRACT SECURITY AND GUARANTEE.

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

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

Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts

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

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

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged

to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

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

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

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

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

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

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual

orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

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

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

28. PROVISIONS CUMULATIVE.

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

29. NOTICES.

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

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

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

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

Attn: _____

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

Attn: _____

30. INDEPENDENT CONTRACTOR.

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

31. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions

for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

32. VALIDITY.

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

33. GOVERNING LAW.

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

34. NO THIRD PARTY BENEFICIARY RIGHTS.

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

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment

without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

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

37. HEADINGS.

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

38. COUNTERPARTS.

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

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

Sueng Yang, P.E.
City Engineer

Date: _____

(Signature and printed name of project manager)
Project Manager

Date: _____

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

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

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3

B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

**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 BOND _____
PUBLIC WORK

(The premium charge on this bond is S _____, being at
the rate of S _____ per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has
entered into a contract dated _____, 20 _____, which is hereby incorporated by reference
herein, with _____
hereinafter designated as the "Principal," for the work described as follows:

_____ ; and

WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the
faithful performance of said contract.

NOW, THEREFORE, We the Principal, and _____
a corporation organized and existing under the laws of the State of _____ and duly
authorized to transact business under the laws of the State of California, as Surety, are held and
firmly bound unto the CITY OF COSTA MESA in the penal sum of _____
_____ Dollars (S _____), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and
truly keep and perform the covenants, condition and agreements in the said contract and any alteration
thereof made as therein provided, or his or their 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 shall
indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated,
then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said 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 wise 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 the
work or to the specifications.

IN WITNESS WHEREOF. We have hereunto set our hands and seals this _____
day of _____, 20 _____

INSURANCE REQUIREMENT FOR CITY OF COSTA MESA

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

A. Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

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

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

B. Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

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

(ii) Notice:

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

(iii) Other Insurance:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> 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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MAD DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions;
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **XX/XX/2014**

Policy No. **ENTER**

Endorsement No. **001**

Insured: Contractors Name

Premium \$ **INCL.**

Insurance Company: **Insurance Company**

Countersigned By: _____



DEVELOPMENT SERVICES DEPARTMENT

77 FAIR DRIVE, COSTA MESA, CA 92626

BUILDING DIVISION | (714) 754-5273

Monday – Thursday | 8 a.m. to 5 p.m.

Project Address: _____ **Suite/Unit:** _____

Activity Number: _____ **Received By:** _____

Homeowner Association? YES (Approval letter from HOA required) NO

Existing Chain Link Fence YES NO; **Owner Occupied?** YES NO

Description of work to be performed: (please be specific) _____

Sq. Footage: _____ **Type of Const:** _____ **Valuation:** _____

Occupancy Type: _____ **Occupant Load:** _____ **Grading:** Cut/Fill _____ cubic yds.

Owner/Tenant: _____ **Phone No.:** _____

Address: _____ **Suite/Unit:** _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

Applicant/Agent: _____ **Phone No.:** _____

Address: _____ **Suite/Unit:** _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

Architect/Eng.: _____ **Reg. No.:** _____ **Phone No.:** _____

Address: _____ **Suite/Unit:** _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

Contractor: _____ **Phone No.:** _____

Address: _____ **Suite/Unit:** _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

State License No.: _____ **Class** _____ **Expiration:** _____

Workman's Comp. Policy No.: _____ **Expiration:** _____

Insurance Company: _____

(SEE BACK FOR ITEMIZED MECHANICAL, ELECTRICAL AND PLUMBING)

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 align="center">FEES</p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Issuance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</p> <p>Account # </p>	<p align="center">PERMIT APPROVED FOR CITY ENGINEER</p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
---	--	--

Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15-25-,15-27, 15-27.1, 15-39 and 15-48.

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the **Work Area Traffic Control Handbook (W.A.T.C.H.)** (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of **8:30 a.m. - 3:30 p.m. Monday through Friday** as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native and imported .
3. **Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.**
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. _____.
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. _____.
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: _____

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

Costa Mesa Sanitary District
(714) 831-1731

Mesa Consolidated Water District
(714) 831-1200

UNDERGROUND SERVICE ALERT
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 621-3111

INSPECTION RECORD	Inspector of Records	CERTIFICATE OF INSPECTION
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 mw, rev. 2/03
 White - Inspectors;
 Canary - Engineering;
 Pink - Finance
 Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature _____ Date _____

3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE
THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED



APPLICATION FOR BUSINESS LICENSE
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
 TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200
 (714) 754-5234 TDD: (714) 754-5244

Business Name _____

Parent Company Name _____
 (If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
 (Cannot be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Mailing Address _____
 (Can be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Business Telephone # (_____) _____ **Business Start Date** _____ **No. of Employees (on average)** _____

Ownership (Check One only)
 Sole Owner Corporation Partnership Husband & Wife Co-ownership Limited Liability Company
 Limited Liability Partnership

Seller's Permit No. _____ **Contractors State No. & Class** _____
 (If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # _____ **Federal Firearms License # (if applicable)** _____

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # (_____) _____ Title _____	Telephone # (_____) _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other
Fully Describe Business Operation: _____

 _____ **Standard Industrial Class Code (SIC)** _____

Alcohol Beverage Control Permit No. _____ **Department of Motor Vehicles Permit #** _____
 (If Applicable) (Required for automobile/motorcycle sales businesses)
Hours of Operation (M-F) _____ **(S-SU)** _____ **Number of Rental Units/Rooms/Spaces** _____
 (Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
 (wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over \$500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
 Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left
 Enter the tax due amount here \$ _____
PLUS (# of sellers _____ x \$5 = \$ _____)
EQUALS Total tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
 (Fees based on annual operating expenses when no receipts generated)
 Enter annual operating expenses amount \$ _____
 Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
 (California Licensed) Total tax due **\$50.00**

VEHICLE WHEEL, TAXI, TOW TRUCK, BUS
 Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

- Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year? Yes 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.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

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.

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities
 C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

EXHIBIT C

BONDS

FAITHFUL PERFORMANCE BOND
PUBLIC WORK

Bond Number 1001206639

(The premium charge on this bond is \$ 3,375.00 , being at
the rate of \$ 20.00 per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has
entered into a contract dated _____, 20 _____, which is hereby incorporated by reference
herein, with Metrocell Construction, Inc.
hereinafter designated as the "Principal," for the work described as follows:

Fire Station No. 1 HVAC Improvements, City Project 24-01

1570 Adams Avenue

Costa Mesa, CA 92626 ; and

WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the
faithful performance of said contract.

NOW, THEREFORE, We the Principal, and American Contractors Indemnity Company
a corporation organized and existing under the laws of the State of California and duly
authorized to transact business under the laws of the State of California, as Surety, are held and
firmly bound unto the CITY OF COSTA MESA in the penal sum of One Hundred Sixty-Eight Thousand,
Seven Hundred Twenty-Nine and 18/100 Dollars (\$ 168,729.18), lawful money of the United States,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and
truly keep and perform the covenants, condition and agreements in the said contract and any alteration
thereof made as therein provided, or his or their 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 shall
indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated,
then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said 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 wise 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 the
work or to the specifications.

IN WITNESS WHEREOF. We have hereunto set our hands and seals this 24th
day of April, 20 24.

Metrocell Construction, Inc.

By [Signature]

American Contractors Indemnity Company

By [Signature]

Blake A. Pfister, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Orange

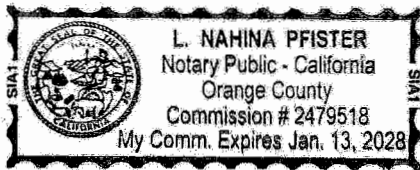
On April 24, 2024 before me, L. Nahina Pfister, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond 1001206639

Document Date: April 24, 2024 Number of Pages: _____

Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

Signer's Name: -----

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: American

Signer is Representing: _____

Contractors Indemnity Company



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (****5,000,000.00****). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles




By: 
Daniel P. Aguilar, Vice President

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

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

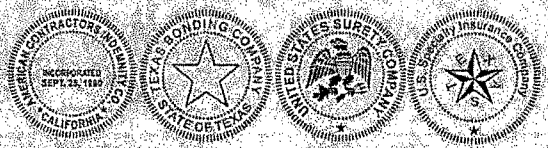
Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of April, 2024.

Corporate Seals Bond No. 1001206639
Agency No. 3074




Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino


On April 30, 2024 before me, Lisa Y. Serrano, Notary Public
(Here insert name and title of the officer)

personally appeared James Culwell

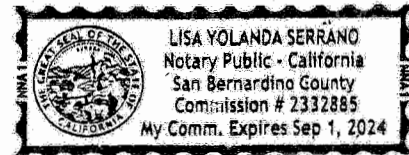
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Performance Bond

(Title or description of attached document)

City of Costa Mesa

(Title or description of attached document continued)

Number of Pages 1 Document Date 04/24/24

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document


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.


A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' with a horizontal line extending to the right.

Bidder's Initials