



CITY COUNCIL AGENDA REPORT

MEETING DATE: October 4, 2011

ITEM NUMBER: **CC-10**

SUBJECT: STREET AND STORM DRAIN MAINTENANCE SERVICES
DATE: SEPTEMBER 26, 2011
FROM: OFFICE OF THE CEO
PRESENTATION BY: THOMAS R. HATCH, CEO
FOR FURTHER INFORMATION CONTACT: THOMAS R. HATCH @ (714) 754-5328

RECOMMENDATION:

Staff recommends that the City Council authorize staff to release a Notice to Bidders and Request for Bids for Street and Storm Drain Maintenance (Attachment 3) or authorize the street paving portion of the work to be put out for bid and issue a Request for Proposal (RFP) for the remainder of the work, based upon the analysis provided by both the Street and Storm Drain Maintenance Contracting Committee and the Public Services Department.

BACKGROUND/ANALYSIS:

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee was formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee was tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft an analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 7, 2011 the Street and Storm Drain Maintenance Contracting Committee met to discuss the duties and responsibilities of the Street and Storm Drain Maintenance program and determine "the available alternatives for service delivery." After hearing a presentation by department staff and asking questions, the Contracting Committee determined the following alternatives for the Street and Storm Drain Maintenance services:

1. Retain existing service level at existing cost.
2. Retain existing service level at lower cost by reorganization.
3. Lower level of service at a lesser cost.
4. Eliminate some or all of the service provided to the City and Community.
5. Contract with a private provider.
6. Contract with another public entity.

On September 14 2011 and September 20, 2011, the Contracting Committee met to discuss, clarify and finalize the alternatives/options and the draft RFP. The following is an explanation of the attachments.

Attachment 1, a memo from the Contracting Committee to the City CEO Tom Hatch, provides identification and analysis of each alternative and survey information provided by other agencies.

Attachment 2, a memo from the Interim Public Services Director Ernesto Munoz to the City CEO Tom Hatch, provides a written evaluation (including pros and cons) of each option addressed by the Contracting Committee.

Attachment 3, the draft Notice to Bidder and related Bid documents for Street and Storm Drain Maintenance Services, was prepared by the Public Services Department and reviewed and finalized by the Contracting Committee.

Based on the attached information it appears that the most viable alternatives are to retain the existing service level but at a lower cost through reorganization or contracting with either a public entity or private company for services. It is difficult to determine which of these alternatives would provide the highest level of service at the lowest cost without issuing a bid or a bid and RFP so that appropriate cost analysis and comparisons in level of service can be made.

A few items should be noted with regard to the draft Bid. While we have identified in the draft Bid the current level of expected service in terms of a mixture of in-house and contracted services, we have done so on the assumption that the Council wishes to retain the existing level of service, whoever provides it. Many of the services identified in the proposed Bid are maintenance services which are not normally required to be let by competitive bid. However, the services involved in the annual residential street paving project are "public works" which must be bid out formally under the Public Contract Code and awarded to the lowest responsive and responsible bidder, if at all, unless done by in-house forces. Thus, if the street repaving work is to be combined with the other services currently performed by City employees, the entire package must be done by bid. If the street paving item (15 residential streets per year as selected by the City Engineer) is bid separately, an RFP could be issued for the remaining maintenance work. This would allow the City to include in the RFP a provision requesting proposers to identify "innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increase performance capabilities." This could make it easier to evaluate either a different level of service, method of delivery, or other alternative that could maintain or enhance service levels at a lower overall cost. It should also be noted that doing the annual repaving in-house requires keeping a minimum crews size of eight persons who also perform other functions when they are not doing repaving. Contracting out the paving only would likely lead to a reduction in necessary work force even if other functions are kept in house.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Street and Storm Drain Maintenance Contracting Committee.

ALTERNATIVES CONSIDERED:

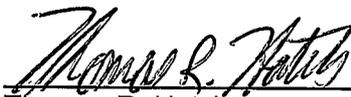
The City Council may decide not to release the bid documents and direct the CEO to evaluate other alternatives identified by the Street and Storm Drain Maintenance Contracting Committee. One alternative would be to put out only the street paving portion of the work for bid and prepare and issue a Request for Proposal (RFP) for the remaining work identified in the scope of work.

FISCAL REVIEW:

The fiscal impact for outsourcing the identified City service is unknown at this time. If the City Council directs staff to release the Bid or a Bid and RFP, a complete analysis of the proposals and the costs for each will be provided to the City Council at that time.

CONCLUSION:

Staff recommends either 1) releasing the Bid for Street and Storm Drain Maintenance Services or 2) releasing a bid for the street paving portion of the work only and issuing an RFP for other street and storm drain maintenance services, based upon the analysis provided by both the Street and Storm Drain Maintenance Contracting Committee and the Public Services Department.



Thomas R. Hatch
Chief Executive Officer



Tammy Letourneau
Interim Administrative Services Director

Attachment:

Attachment 1
Attachment 2
Attachment 3

Contract Committee Analysis Memo
Departmental Analysis
Draft Bid



**CITY OF COSTA MESA
DEPARTMENT OF ADMINISTRATIVE SERVICES
INTEROFFICE MEMORANDUM**

TO: THOMAS R. HATCH, CHIEF EXECUTIVE OFFICER

FROM: TAMARA S. LETOURNEAU, INTERIM ADMINISTRATIVE SERVICES DIRECTOR

DATE: SEPTEMBER 20, 2011

SUBJECT: STREET AND STORM DRAIN MAINTENANCE CONTRACTING COMMITTEE

Council Policy 100-6, provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee should be formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee is tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 7, 2011 the Street and Storm Drain Maintenance Contracting Committee met to discuss the duties and responsibilities on the Street and Storm Drain Maintenance program and determine “the available alternatives for service delivery”. After hearing a presentation about the draft RFP by department staff and asking questions, the Committee determined alternatives for the Street Sweeping program.

On September 14, 2011 the Committee met to further discuss and clarify the draft bid and alternatives/options. On September 20, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options.

The following alternatives for contracting street and storm drain maintenance are described below.

1. Retain existing service level at existing cost.

Currently, the City maintains approximately 525 lane miles of streets, 544 miles of sidewalks, 14 miles of City alleys, and miscellaneous easements. In addition, the City is responsible for maintaining the 42 miles of storm drain infrastructure and 1,165 catch basins and annually repaving 15 residential streets per year.

The current services are provided through a combination of in-house staff and contract services. The in-house staff includes a total of 8 full-time equivalent employees (6.25 in streets and 1.75 in storm drains). The City contracts for the following services: edge grinding, sidewalk grinding, spraying of herbicides and sidewalk cleaning. The total FY 2011-12 budget for street and storm drain maintenance is approximately \$1.6 million.

2. Retain existing service level at lower cost by reorganization.

A possible reorganization plan would be to contract out street paving at the existing service level which may be done at a reduced cost. The reduction in the number of staff as a result of this option would be determined at the time the proposals are received. If this option is selected the City should annually bid this service to determine the number of streets that can be paved each year.

Another option for the City to consider is to bid out the paving and either have the remaining (or some) in-house staff be responsible for the other maintenance functions. The City also has the option of bidding the paving service and sending out a separate Request for Proposal (RFP) for the other maintenance functions now or in the future.

3. Lower level of service at a lesser cost.

Implementing this option means reducing the service level which would result in decreasing the number of residential streets that are paved each year. This would result in an increase in the street maintenance backlog. The number of streets paved each year would depend upon the funding available and the cost of the proposals received as described above. It is important to note that this option may not result in a decrease in labor costs because the positions responsible for street paving also have responsibilities in other public service areas. The time made available by contracting out street paving would be shifted to other public service areas which would reduce the cost savings.

4. Contract with a private provider.

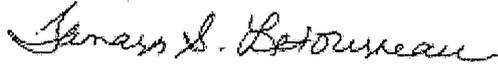
The City could contract with a private provider for the same level of service as is currently provided. There are other local government agencies across the country which contract for street and storm drain maintenance at some level. It is a best practice to maintain in-house staff for contract management. The cost to contract out this entire service area is unknown at this time. The Committee believes that there is a possibility that implementing this option could result in a decrease in the current level of customer service provided by City staff because City staff currently provides other services when they are in the field (e.g. calling in other issues that they observe such as raised sidewalks, tree issues etc.). Further, response times to address critical and/or emergency issues could be reduced by utilizing a contractor provider depending upon where the contractor is located at the time of the incident.

5. Contract with another public entity.

The City could explore working with another public agency to provide street and storm drain maintenance services. The efficiencies in this option will be predicated on the proximity of the other public agency to Costa Mesa. The cost savings that could be achieved with this option is unknown at this time, but the Committee believes that this is an option that could be explored.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Street and Storm Drain Maintenance Contracting Committee. The Committee has also drafted a bid for this service should you desire to present this to the City Council.

The Street and Storm Drain Maintenance Contract Committee is available should you have any questions or request more information.



Tamara S. Letourneau
Interim Director of Administrative Services

CITY OF COSTA MESADepartment of Public Services
INTER OFFICE MEMORANDUM

TO: Tom Hatch, Chief Executive Officer
FROM:  Ernesto Munoz, Interim Director, Public Services Department
DATE:  September 26, 2011
SUBJECT: Analysis of Alternatives Proposed by the Street and Storm Maintenance Contracting Committee

The Public Services Department has reviewed the alternatives for contracting Street and Storm Maintenance Services as outlined in the September 20, 2011 memorandum from the Contracting Committee. The following analysis is provided on each of the five alternatives as requested.

Alternative 1: Retain existing service level at existing cost.

Pros: Flexibility is provided across the various functions in this service area to adequately address current service levels and priorities. This alternative also provides flexibility relative to supplementing (augmenting) service levels through contracting portions of the services provided. The contracted services are administered and supervised with existing staff. Institutional history is preserved.

Cons: Majority of costs associated with the existing organizational structure in this service area are dependent on employment contracts and negotiated costs of contracted services. Current staffing levels must be maintained to continue to provide existing level of service.

Alternative 2: Retain existing service level at lower cost by reorganization.

Pros: Service levels could be maintained by extending the number of contracted functions in this service area. Contracts may be written to require increased service levels and responsiveness by the contractor to address immediate needs as they arise. The City will have the flexibility to control quantity of work performed on a given year subject to budget restrictions. Competitiveness will be assured through the annual public bid process, resulting in potentially lower paving costs.

Cons: Cost for this alternative is more susceptible to changes in market conditions. Work will be limited to contract scope and may limit the flexibility of contract staff to address other functions i.e., storm drain maintenance. Reduction of equipment and corresponding flexibility.

Alternative 3: Lower level of service at a lesser cost.

Pros: Overall budgeted costs for this service area will be reduced. Lower material and sub-contracted costs as a result of reduction in the number of streets paved. Extended life of equipment due to lower use.

Cons: Reducing the level of service in this area, particularly in the street maintenance function, will result in immediate cost savings to the City. However, it will increase the City's long term cost liability associated with the accelerated decline of the street system beyond its maintenance requirements. Savings will be reduced due to retention of a crew size necessary to effectively execute paving operations.

Alternative 4: Contract with a private provider.

Pros: Service levels can be maintained by contracting all the functions under this service. This alternative will reduce permanent staffing costs, and will allow the City to reduce or increase level of service upon contract expiration, to meet budgetary expectations.

Cons: Will necessitate appropriate staff to manage, and oversee contract which may reduce cost effectiveness of this alternative. May reduce responsiveness to customer complaints.

Alternative 5: Contract with another public entity.

Pros: This alternative results in potentially lower costs for similar services as provided by our current organizational structure. Will reduce staffing levels and equipment costs.

Cons: Will require administration of a maintenance agreement. This alternative will limit the City's ability to control staff and reduce the versatility of having our own staff or managing an on-call contractor.

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

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

**COMPREHENSIVE STREET, STORM DRAIN
AND PUBLIC RIGHT-OF-WAY MAINTENANCE**

CITY PROJECT NO.

Dated: _____/2011

Copy No. _____ Checked by _____

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

NOTICE IS HEREBY GIVEN that sealed proposals for furnishing all labor, materials, equipment, transportation and such other facilities as may be required for **COMPREHENSIVE STREET, STORM DRAIN AND PUBLIC RIGHT-OF-WAY MAINTENANCE SERVICES, CITY PROJECT NO. _____**, will be received by the City of Costa Mesa at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, until the hour of 10:00 a.m., 2011, at which time they will be opened publicly and read aloud in the Council Chambers. Sealed proposals shall bear the title of the work and name of the bidder but no other distinguishing marks. Any bid received after the scheduled closing time for the receipt of bids shall be returned to bidder unopened. It shall be the sole responsibility of the bidder to see that his bid is received in proper time.

A set of Bid Documents may be obtained at the Office of the City Engineer, 77 Fair Drive, Costa Mesa, California, upon non-refundable payment of \$10.00. An additional charge of \$10.00 will be made if handled by mail. Bid Documents and other contract documents may also be examined at the Office of the City Clerk of the City of Costa Mesa. Bid Documents will not be mailed unless the additional \$10.00 charge is included with payment.

Each bid shall be made on the Proposal form, sheets P-1 through P-9a provided in the contract documents, and shall be accompanied by a certified or cashier's check or a bid bond for not less than 10% of the amount of their bid, made payable to the City of Costa Mesa. No proposal shall be considered unless accompanied by such cashier's check, cash, or bidder's bond.

No bid shall be considered unless it is made on a blank form furnished by the City of Costa Mesa and is made in accordance with the provisions of the Proposal requirements.

Each bidder must have a C33 (Painting and Decorating Contractor) contractor's license at the time of contract award. All subcontractors shall be properly licensed by the State of California to perform specialized trades.

A Contractor using a craft or classification not shown on the General Prevailing Wage Determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the General Determinations effective at the time of the call for bids.

This is a Public Works Contract. In accordance with section 1720 et seq. of the Labor Code, the general prevailing wage rates as established by the Director of the California Department of Industrial Relations will apply. The prevailing wage rates established by the State Director of Industrial Relations can be viewed at the City's offices, are available on the State of California's website at <http://www.dir.ca.gov/> or can be obtained by mail addressed to: Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, P.O. Box 603, San Francisco, CA 94101.

Pursuant to California Civil Code Section 3247, the successful bidder shall furnish a payment bond if civil work exceeds twenty-five thousand dollars (\$25,000).

Pursuant to Public Contract Code Section 22300, the successful bidder may submit certain securities in lieu of the City withholding retention of payments.

The City Council of the City of Costa Mesa reserves the right to reject any or all bids.

JULIE FOLCIK

City Clerk,
City of Costa Mesa

Dated: (date of the advertisement)

N-1

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **QUALIFICATION OF BIDDERS:** Each bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid form.
3. **BID SECURITY:** Each bid shall be accompanied by either cash, cashier's check made payable to the City, a certified check made payable to the City, or a bidder's bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. The bid security shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) days after a written Notice of Intent to Award Contract is deposited in the mail.
4. **NON-COLLUSION AFFIDAVIT:** Each bid shall be accompanied by a notarized Non-collusion Affidavit on a form which is included in the Contract Documents.
5. **SIGNATURE:** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
6. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.
7. **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 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.

8. 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.
9. AWARD OF CONTRACT: The CITY reserves, in its sole discretion, the right to reject any and all Proposals and to waive any informalities and irregularities in Proposals received, other provisions in the Contract Documents notwithstanding.

The Proposals will be compared on the basis of the Grand Total Bid Price which is the sum of the lump sum bid items and, for unit price items, the sum of the products of the Engineer's Estimate of quantities shown in the Proposal multiplied by the unit bid price. In the event of a discrepancy between the unit bid price and the extension price, the unit price shall govern and the mathematical error corrected accordingly. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically correct Grand Total Bid Price to determine the lowest monetary bidder.

The award of the Contract, if it be awarded, will be made to the lowest responsible, responsive bidder.

In addition, the Owner reserves, in its sole discretion, the right to award the Contract for all or some of the bid items included in the Bid Schedule. The Owner may eliminate some of the bid items prior to or after award of the Contract due to budgetary constraints.

10. BID PROTESTS: The CITY will consider written bid protests subject to the following procedures. All protests must clearly specify in writing the grounds and evidence on which the protest is based. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure which are apparent or reasonably should have been discovered prior to the bid opening shall be filed in writing with the CITY, at least five (5) days prior to bid opening. Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to bid opening shall be submitted in writing to the CITY, within forty-eight (48) hours from receipt of notice from the Owner advising of the recommendation for award of contract. Failure to comply with these requirements may result in rejection of the protest.
11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance is two. Payment and performance bonds shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.
12. INTERPRETATION OF SPECIFICATIONS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or

correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. 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 of responsibility, including financial resources, as well as the trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract.
15. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty 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.

16. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT:
In the event the successful bidder 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 contract award, the City may declare the bidder's bid deposit or bond forfeited as damages and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.
17. 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.
18. 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.
19. DISCLOSURE: Bidder shall disclose any and all past or current business and/or personal relationships with any current City of Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

PROPOSAL

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 **COMPREHENSIVE STREET, STORM DRAIN AND PUBLIC RIGHT-OF-WAY MAINTENANCE SERVICES, CITY Project No.. [REDACTED]**, 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 to perform and complete the work WITHIN three (3) years, as per the attached agreement and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in place therefore, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL SCHEDULE

**DEBRIS PICKUP & EMERGENCY RESPONSE
CONTRACT SERVICES BID PRICING LIST**

Unless specified with options, bid pricing should be submitted on an annual basis, based on estimated quantities. Approved work completed in excess of the 'estimated quantities' will be compensated at the same rate as entered in Price/Unit by Bidder.

Description of Work	Est. Qty	Billing Unit	Price/Unit	Extension
Daily removal and disposal of large and small debris dumped on City property or rights-of-way per specification	1500	Cu. Yd.	\$ _____	\$ _____
Appliances (white goods)	450	EA.	\$ _____	\$ _____
Electronic Waste	150	EA.	\$ _____	\$ _____
Shopping Cart Removal Program	350	EA.	\$ _____	\$ _____
Hazardous Material (small) Response	40	EA.	\$ _____	\$ _____
Repair & Maintain Minor Facilities in Rights-of-Way – Labor Only Per Crew/Hour	200	CHR.	\$ _____	\$ _____
Lane Closures – Requested by City (not in conjunction with other work specified)	25	EA.	\$ _____	\$ _____
Total Bid Amount			\$ _____	

BID ITEM UNITS FOR AS-NEEDED SERVICES

EMERGENCY CALL OUT CHARGE	UNIT	UNIT PRICE
Rate for Normal Hours, Monday-Friday, 8:00 a.m. – 4:30 p.m.	per call	\$
After Normal Business Hours	per call	\$
Saturday, Sundays & Holidays	per call	\$

**PROPOSAL SCHEDULE
 (CONTINUE)**

VEGETATION MANAGEMENT & RODENT CONTROL SERVICES

PESTICIDE APPLICATION

Hourly Labor Rate	Estimated Hours per month	Monthly Total	Annual Total
\$	\$	\$	\$

RODENT CONTROL

Hourly Labor Rate	Estimated Hours per month	Monthly Total	Annual Total
\$	\$	\$	\$

DEBRIS ABATEMENT

Hourly Labor Rate	Estimated Hours per month	Monthly Total	Annual Total
\$	\$	\$	\$

SECTION I - Abate weeds in alley and lots by hand including edging

Bid No:	Item	Unit	Quantity	Unit Price	Total
1	Alleys	Sq. Ft.	131		
2	Easements and Lots	Sq. Ft.	69		
3	Miscellaneous	Sq. Ft.	18		

SECTION II - Spraying of herbicide in alley, lots, easements and right of ways

Bid No:	Item	Unit	Quantity	Unit Price	Total
4	Alleys	Sq. Ft.	131		
5	Easements and Lots	Ln. Ft.	69		
6	Right of ways and curb line	Sq. Ft.	12		

SECTION II REFERENCED BID ITEMS

Bid No:	Item	Unit	Quantity	Unit Price	Total
1	Miscellaneous Hand Work	Sq. Ft.	1,505,000		
2	Trimming of Bushes and Trees	Cu. Ft.	450,000		
3	Removal & Hauling of Rubbish and Garbage From Lots to Disposal Site Except Items designated in Line #4				
	a. 1 to 20 cubic yards	Cu. Yd.	1050		

	b. 21 cubic yards and above	Cu. Yd.	4300
4	Removal and Hauling of Concrete, Asphalt, Blocks, Bricks, Rock and/or Dirt.	Cu. Yd.	400

All alleys lots and easements listed in Exhibit "A" will be subject to pest, weed, debris and rodent control as determined by the City of Costa Mesa.

All locations listed within the Service Areas are to be inspected weekly for the application of pest and weed control; furniture debris removals in alleyways and lots should be scheduled daily.

**PROPOSAL SCHEDULE
(CONTINUE)**

**PRICING FOR ASPHALT REPAIR, REHABILITATION & MISCELLANEOUS RIGHT-OF-WAY
MAINTENANCE**

NOTE: Item numbers 1 through 8 are for 15 residential street repaving projects at various locations within the City.

Item #	Bid Item	Unit	Estimated Quantity	Unit Price	Amount
1	Unclassified Excavation	CY	600	\$0.00	\$0.00
2	Cold Milling (0 - 2") on 15 street paving jobs	SF	465,000	\$0.00	\$0.00
3	Cold Milling (0 - 4") - Roadway Hazards and Surface Grinds	SF	2000	\$0.00	\$0.00
4	Crack sealing (in conjunction with paving)	LF	20,000	\$0.00	\$0.00
5	Asphalt Concrete Pavement leveling course of sheet class (F) asphalt / 15 Streets	TN	1,100	\$0.00	\$0.00
6	Asphalt Concrete Pavement / Overlay for 15 Streets	TN	4,215	\$0.00	\$0.00
7	Locate and adjust water valve box frame and cover to grade on local street per City Std. No. 1410 (in conjunction with paving job)	EA	60	\$0.00	\$0.00
8	Locate and adjust manhole frame and cover to grade per City Std. No. 1201. (in conjunction with paving job)	EA	50	\$0.00	\$0.00
9	Crack sealing various locations	LF	15,000		
10	Asphalt Concrete for small patches at various locations.	TN	800	\$0.00	\$0.00
11	Large Asphalt Concrete patches				
	5-10 Tons	TN	500	\$0.00	\$0.00
	10 - 20 Tons	TN	500	\$0.00	\$0.00
	20 - 30 Tons	TN	400	\$0.00	\$0.00
	30 - 40 Tons	TN	300	\$0.00	\$0.00
	40 - 50 Tons	TN	300	\$0.00	\$0.00
	50 - 100 Tons	TN	300	\$0.00	\$0.00
	100 - 500 Tons	TN	200	\$0.00	\$0.00
	500 - 1,000 Tons	TN	0	\$0.00	\$0.00
12	PCC Curb and Gutter per City Std. No. 1101	LF	200	\$0.00	\$0.00
13	Sidewalk Grinding	EA	8,200	\$0.00	\$0.00
14	Gutter Flow line Grind/Slot-Channel	LF	500	\$0.00	\$0.00
15	Flatwork - 4" thick PCC Sidewalk	SF	5000	\$0.00	\$0.00
16	Adjust manhole frame and cover per City std.No. 1201 various locations	EA	10	\$0.00	\$0.00
17	Remove & replace concrete collar around manhole cover per Std. 1201	EA	15	\$0.00	\$0.00
19	Ramp sidewalk lifts with asphalt various locations	EA	600	\$0.00	\$0.00

**PROPOSAL SCHEDULE
(CONTINUE)**

**STORM DRAIN MAINTENANCE
PRICING FOR ANNUAL SERVICES**

Unless specified with options, bid pricing should be submitted on a "per location" basis.

Description of Work	Est. Qty	Billing Unit	Price/Unit	Extension
Inspect, clean and remove debris from catch basins and service inlets two times per year	1195	Location*	\$ _____	\$ _____
Repair and maintain environmental catch basin inlets screens	100	Location	\$ _____	\$ _____
Spill clean-up	50	Location	\$ _____	\$ _____
Total Annual Bid Amount			\$ _____	

PRICING FOR AS-NEEDED VACUUM TRUCK/CREW SERVICES

EMERGENCY CALL OUT CHARGE	UNIT	UNIT PRICE
During Normal Business Hours: Monday-Friday: 7:00 a.m. – 4:30 p.m.	per call	\$ _____
	per hour	\$ _____
After Normal Business Hours	per call	\$ _____
	per hour	\$ _____
Saturday, Sunday & Holidays	per call	\$ _____
	per call	\$ _____
Spill clean-up & disposal	per call	\$ _____
	per hour	\$ _____

The stated estimates of quantities of work herein are given only as a basis for comparison of bids. The City does not expressly or by implication agree that the estimated amount of work will correspond with any class or portion of the actual work.

NOTE: The accuracy of estimated quantities as shown is not guaranteed; the Bidder shall make his/her own estimate. 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. The unit price proposed shall remain unmodified for the duration of the contract term.

Bidder's Initials

P-1

**PROPOSAL SCHEDULE
(CONTINUE)**

(Please Type or Print)

Total Bid Amount (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: _____

Signature: _____ Date: _____

Contractor's Address: _____

Telephone Number: (_____) _____
Area Code

Fax Number: (_____) _____
Area Code

24-Hour Emergency Contacts:

Name Telephone No.: (_____) _____
Area Code

Name Telephone No.: (_____) _____
Area Code

Name Telephone No.: (_____) _____
Area Code

Bidder's Initials

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

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

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

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

Bidder's Initials

Contractor's Business Name	Contractor	Title
Business Address: Street	By	Title
City State Zip	Contractor's License No. and Classification	
Business Phone Number	Date	
Name Title	Residence: Street	
City State Zip	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: _____

	Can Sign	Must Sign
Name _____	☐	☐
Name _____	☐	☐
Name _____	☐	☐

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

Partnership or Joint Ventures Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

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

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

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

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in the overall annual goal DBE goal setting process. To the extent permitted by law, all information submitted will be held in confidence.

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

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of years in business: _____

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

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

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

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

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs information).

BIDDER'S BOND TO ACCOMPANY PROPOSAL

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

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as Principal, 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 (City) 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, whereas the Principal has submitted said bid to the City on _____, 200__ for the _____, as specified therein.

NOW THEREFORE, if the Principal is awarded a contract by the City and, within the time and in the manner required by the Specifications, enters into a contract with the City and furnishes the requisite insurance certificates, bonds, or other contract documents, then this obligation shall become null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20__.

Principal _____

By: _____

By: _____

(Note: Signature of person executing for Surety must be notarized and evidence of power of attorney attached)

Surety: _____

By: _____

Attorney-In-Fact

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

**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

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

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

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

Bidder's Initials

1
B-

PART I**A: STANDARD SPECIFICATIONS**

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.

Where specified in these specifications, the California Building Code, 2007 Edition, based on the 2006 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.

B: GENERAL PROVISIONS

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

1-2 DEFINITIONS

- | | |
|--|--|
| (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) <u>CONTRACT DOCUMENTS</u> | Documents including but not limited to the following: The proposal form P-1 through P-9a, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement. |
| (d) CITY REPRESENTATIVE, PROJECT MANAGER OR ENGINEER | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as CITY REPRESENTATIVE, PROJECT MANAGER OR 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
O.C.F.C.D.	Orange County Flood Control District

2-1.1 AWARD OF CONTRACT

The award of contract, if awarded, will be to the lowest responsible bidder, as defined in Public Contract Code 1103, whose proposal complies with all requirements of the Notice Inviting Bids and Section 2-1.2 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 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.

2-1.2 PROCEDURE FOR PROPOSAL SUBMITTAL

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

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

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

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

2-1.3 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, he may make a request to the ENGINEER, in writing, for an interpretation or correction thereof. 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 his last address of record. The CITY will not be responsible for any other explanations or interpretations of the contract documents.

2-1.4 RETURN OF BID SECURITY

Any BIDDER may withdraw his 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.

2-1.5 EXECUTION OF AGREEMENT

The agreement shall be signed by the successful BIDDER and returned to the CITY prior to the award of the contract. Failure to comply with insurance and bonding requirements as specified in the agreement and in Section 2-1.1 of the 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.

2-2.1 ASSIGNMENT

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

2-3.1 SUBCONTRACTS: GENERAL

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.

2-4 CONTRACT BONDS

The "Faithful Performance Bond" and the "Payment Bond" as specified in this section shall be for one hundred percent (100%) of the contract price. 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. The Payment bond shall continue in full force and effect until after the expiration of the time limit established by Civil Code Section 3249.

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.

2-5.1 PLANS AND SPECIFICATIONS

15
B-

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

BIDDER shall, at his 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.

2-6.1 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

2-10 AUTHORITY OF BOARD AND ENGINEER

Authority of BOARD and ENGINEER shall conform to Section 2.10 of Standard Specifications and 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 therefore. 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.

2-11.1 INSPECTION COSTS

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.

3-1.1 CHANGES IN WORK: GENERAL

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

3-3.1 EXTRA WORK: GENERAL

Any work done by the Contractor beyond the estimated quantities shown on the Proposal form (P-1) 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. Extra work performed at the direction of the ENGINEER shall be compensated at the appropriate Extra Work Unit Prices as shown in the Proposal (P-1).

3-4 CHANGED CONDITIONS

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.

5-2 UTILITIES: PROTECTION

The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Sections 5 and 306 of the Standard Specifications and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Prior to the commencement of construction, arrangements will be made for a meeting between the Contractor and the ENGINEER. The purpose of this meeting is to organize the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. At this meeting the Contractor will be required to submit, for approval by the ENGINEER, a complete work schedule showing the number of working days required to complete the entire project.

6-1.1 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.

6-9 LIQUIDATED DAMAGES

The amount of liquidated damages shall be as delineated in the Special Provisions and contract agreement.

7-2.4 APPRENTICES

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 him. The Contractor and any subcontractor under him 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.

7-2.5 HIRING OF CITY EMPLOYEES

In an effort to retain qualified former employees of the City who have been displaced due to layoff, Contractor will, upon request, interview any interested former employees of the City who performed jobs similar to those to be performed by Contractor's employees and will not discriminate against any job applicant who was previously employed by the City.

7-3 LIABILITY INSURANCE

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 7.3 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.

7-5 PERMITS, LICENSES and COMPLIANCE with SOLID WASTE HAULING

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

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

The Contractor will be responsible for complying with the City of Costa Mesa Municipal Code Section 8-77 to use a City-permitted hauler for all work performed under this project. Non-compliance with this requirement shall be subject to an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater. A Construction Project Debris/Solid Waste Hauling Compliance Agreement must be submitted by the contractor to the city on a City-approved form prior to the release of retention monies.

7-6 THE CONTRACTOR'S REPRESENTATIVE

Contractor shall also file with the ENGINEER the addresses and telephone numbers where he or his 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.

7-8.5 TEMPORARY LIGHT, POWER AND WATER

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities. Contractor shall supply water, electricity or other necessary utilities to complete the work.

7-8.7.1 DRAINAGE CONTROL: RESPONSIBILITIES

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.

7-10 PUBLIC CONVENIENCE AND SAFETY

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times. Traffic control shall also conform with the provision of the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

7-10.1 TRAFFIC AND ACCESS

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

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

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

7-13 LAWS TO BE OBSERVED

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.

9-3.1.1 PAYMENT GENERAL

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.

9-3.1.2 PRICE INCREASES/DECREASES

No price increases will be permitted during the term of the contract.

9-3.2 PARTIAL AND FINAL PAYMENT

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

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.

Before final payment can be made, the CONTRACTOR shall release and waive any and all claims against the CITY arising from the work under and in connection with the Agreement. The release will be in a form furnished by the Engineer and shall be accompanied by a certification by the CONTRACTOR that:

- (1) All warranties and guarantees are in full force and effect; and
- (2) The release and certification will survive Final Payment.

Final payment will be made within 30 days after approval of the Final Invoice by the Engineer, submittal of release form by the CONTRACTOR and resolution of all CONTRACTOR claims whichever is later, and in no event sooner than 65 days after Notice of Final Acceptance. If an approved Final Invoice has not been submitted within 60 days after Notice of Final Acceptance, the CITY may elect to make payment of sums not in dispute without prejudice to the right of either the CITY or the CONTRACTOR in connection with such disputed sums.

The CITY will withhold sums sufficient to pay all unsettled claims for which stop notices have been filed pursuant to Section 3179 et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

The making of final payment shall not operate to release the CONTRACTOR or its sureties

from obligations arising under this Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the CITY arising from

- (1) Unsettled or stop notices,
- (2) Failure of the work to comply with the requirements of the Contract ,
- (3) The terms of any warranties required by or contained in the Contract ,
- (4) The right to any insurance proceeds or the right to make any insurance or bond claims,
- (5) Any claims with respect to CONTRACTOR's obligation of indemnity with respect to claims, asserted by third parties, or
- (6) Any latent deficiencies with the work or CONTRACTOR's fraud.

9-3.2a 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 10 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. This cause applies to both DBE and non-DBE subcontractors.

9-3.3 DELIVERED MATERIALS

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

[NEED TO INCLUDE AND RENUMBER THE FOLLOWING SECTIONS]

Hazardous Chemicals and Wastes

The CONTRACTOR shall bear full and exclusive responsibility for the release of hazardous or non-hazardous chemicals or substances which were brought to the site by the CONTRACTOR during the course of the Work. The CONTRACTOR shall immediately report any such release to the Engineer. The CONTRACTOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the CITY by any agency as a result of such release and shall hold harmless, indemnify and

defend the Owner from any claims arising from such release. For purposes of this article only, the term "claims" shall include:

- (1) All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and
- (2) Any claim, cause of action, or administrative or judicial proceeding brought against the CITY, its directors, employees, and agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the CITY.

If the performance of the work creates any hazardous wastes as a result of a release of hazardous material brought to the site by the CONTRACTOR, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the CONTRACTOR. The CONTRACTOR shall dispose of the wastes under its own EPA Generator Number. In no event shall the CITY be identified as the generator. The CONTRACTOR shall notify the Engineer of any such hazardous wastes and the Engineer reserves the right to obtain a copy of the results of any tests conducted on the wastes and, at CITY's cost, to perform additional tests or examine those wastes, prior to its disposition. The CONTRACTOR shall hold harmless, indemnify and defend the CITY from any claims arising from the disposal of the hazardous wastes brought to the site by the CONTRACTOR, regardless of the absence of negligence or other malfeasance by CONTRACTOR. CONTRACTOR shall not be deemed the generator of any hazardous waste except for those brought to the site by the CONTRACTOR. Disposal of all Hazardous Materials must be performed in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be provided to the Engineer.

PUBLIC WORKS PROVISIONS

Prohibition Against Contracting with Debarred Subcontractors. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

Use Of Subcontractors. Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of CITY. Contractor shall be solely responsible for reimbursing any subcontractors and CITY shall have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

Prompt Payment to Contractor. The City will make progress payments within 30 days after receipt of an undisputed and properly submitted progress payment invoice. Attention is directed to Section 20104.50 of the Public Contract Code. No such payment will be made

when, in the judgment of the Engineer, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars (\$300.00).

No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that he is not delinquent in payments to his employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work.

Pursuant to Public Contract Code Section 20104.50, if the City fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.

Partial Payments. CITY will retain ten percent (10%) of the estimated value of the work done and ten percent (10%) of the value of materials estimated to have been furnished and delivered and unused, or furnished and stored as part security for the fulfillment of the Contract by the Contractor. Any time after fifty percent (50%) of the work has been completed, if CITY finds that satisfactory progress is being made, CITY may reduce the total amount being retained from payment pursuant to the above requirements to five percent (5%) of the total Contract value in accordance with Public Contract Code Section 9203.

Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having progress payments retained by CITY, to deposit in escrow with CITY, or with a bank acceptable to CITY, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and CITY. If the Contractor elects to submit securities in lieu of having progress payments retained by CITY, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.

Non-Collusion Affidavit. Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Affidavit, in a form provided by CITY, which is attached and incorporated herein.

Assignment of Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Third-Party Claims.

- A. Pursuant to Public Contracts Code Section 9201, CITY shall have full authority to compromise or otherwise settle any claim relating to the Contract at any time.

- B. CITY shall provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.
- C. CITY shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision (b).

Claims Procedures.

The claims provisions of California Public Contract Code sections 20104-20104.6 shall apply, which provisions are summarized below. Any claim submitted by the Contractor shall be in writing and include the documents necessary to substantiate the claim.

For claims of less than fifty thousand dollars (\$50,000), the CITY shall respond in writing within 45 days of receipt of the claim, or request additional documentation supporting the claim within 30 days of receipt of the claim. If additional documentation is requested, CITY will respond in writing to the claim within 15 days of receipt of the additional documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

For claims of over \$50,000 and less than or equal to \$375,000, CITY shall respond in writing within 60 days of receipt of the claim, or request additional documentation supporting the claim within 30 days of receipt of the claim. If additional documentation is requested, CITY will respond in writing to the claim within 30 days of receipt of the additional documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

For claims over \$375,000, CITY shall respond in writing within 90 days of receipt of the claim, or request additional documentation supporting the claim within 45 days of receipt of the claim. If additional documentation is requested, CITY will respond in writing to the claim within 30 days of the additional documentation, or within a period of time no greater than that taken by the claimant in providing the additional information, whichever is greater.

For claims of any amount, if the Contractor disputes the CITY's response, or the CITY fails to respond within the time prescribed, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 15 days of the CITY's response or failure to respond. In the event that the meet and confer conference is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action. In any civil action filed to resolve claims for \$375,000 or less, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the CITY or the Contractor may request a trial de novo.

Utility Relocation. Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify CITY in writing. Where necessary for the work of the Contract, CITY will amend the contract to adjust the scope of work and

the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from CITY, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

Excavation. In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify CITY promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify CITY of such conditions prior to disturbing them, and shall await direction from CITY as to how to proceed.

Trench Safety. For all contracts over \$25,000, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from CITY, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

Payment Bond. For all contracts over \$25,000, the successful Bidder shall provide a payment bond in the amount equal to one hundred percent (100%) of the Total Contract Price and issued by a California admitted surety. The payment bond shall provide CITY with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. Full compensation for furnishing the payment bond is included in the Total Contract Price.

Contractor's License Requirements. Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law.

Labor Code Requirements. In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to CITY, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during

any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to CITY an amount as determined by the Labor Commissioner not to exceed \$50 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, CITY has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at CITY and are available for review upon request.

Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors.

Each contractor and subcontractor shall keep an accurate payroll record, 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 him or her in connection with the public work.

The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either CITY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made.

The public shall not be given access to such records at the principal office of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or CITY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

The Contractor shall inform CITY of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or CITY, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

Payment of Workers Compensation.

Each Contractor to whom a public works contract is awarded shall sign and file with CITY the following certification, provided with the Bid Forms, prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the 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."

Examination and Audit of Records (Gov. Code section 8546.7)

Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this contract, which shall be subject to audit or inspection by the CITY or the State Auditor during this period.

Notice of Taxable Possessory Interest (Rev. and Taxation Code section 107.6)

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Trade Contractor will be responsible.

PART 2**C. SPECIAL PROVISIONS – TECHNICAL SPECIFICATIONS****CONTRACTOR RESPONSIBILITIES - ASPHALT REPAIR, REHABILITATION & MISCELLANEOUS RIGHT-OF-WAY MAINTENANCE****1-1.1 WORK ASSIGNMENTS**

The work to be performed throughout the City and shall include, but not limited to street rehabilitation and paving, pothole repair, asphalt patching, sidewalk and gutter flow-line grinding, asphalt removal, concrete installation and repair work, roadway crack sealing, roadway sinkhole repair; manhole height adjusting. Contractor shall provide immediate response to emergencies in the public right-of-way during working hours and respond to after-hours and weekend call-outs as needed. In addition to performing on-going infrastructure maintenance, the Contractor shall service daily maintenance requests as needed. This is a **prevailing wage contract**, with applicable laws and regulations to be followed by Contractor.

1-1.2 LOCATION OF WORK

All work to be performed hereunder is located within the City of Costa Mesa, on various streets, alleys unimproved rights-of-way and other locations. Costa Mesa has 525 lane miles of streets, 14 miles of city alleys, 800 miles of curb and gutter, 1165 catch basins and 42 miles of storm drains, 544 miles of sidewalk (2,872,320 linear feet).

1-1.3 MEETINGS**1-1.4 SERVICE LEVEL****1-1.5 REQUIRED DOCUMENTS****1-1.6 DESCRIPTION OF WORK**

The Contractor shall provide all labor, supervision, equipment, materials, supplies and disposal needed for a comprehensive municipal maintenance program, including: street rehabilitation and paving, pothole repair, asphalt patching, sidewalk and gutter flow line grinding, asphalt removals, concrete work, crack sealing, sinkhole repair and manhole height adjusting, weed abatement, storm drain maintenance within the City right-of-way. Some services will be performed on a daily basis. Contractor shall provide all equipment, labor and services as may be necessary for completing the work identified in the Scope of Work Standards.

Safety and Traffic Control: Contractor must provide all personal protective equipment and appropriate safety apparel, including but not limited to; hearing protection, eye protection, and reflective vests and breathing equipment, as per OSHA requirements. Traffic safety vests must be worn by all Contractor's employees at all times while on the job site. Appropriate warning signs must be placed at each end of the work area during all operations. Work areas are to be coned off to public access. Vehicles used in the city right of way must have working amber warning lights and a truck mounted or towed arrow board in operating

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order unless otherwise specified. All traffic control devices placed in the public right of way by Bidder shall be per the "Work Area Traffic Control Handbook" W.A.T.C.H.

1-1.7 PERSONNEL

The Contractor shall furnish sufficient employees at all times, to complete all work required under this contract during the regular and prescribed hours.

All such personnel shall be physically able to do their assigned work. The Contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable company uniforms, with name of company and employee clearly visible. The City may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. All personnel working on the City contract must be capable of communicating effectively with City Representative and the public in English.

1-1.8 SUPERVISION

The Contractor shall assign adequate supervisory personnel to be on site each working day, working regular working hours, for the duration of this contract. The Contractor and the supervisor shall have expertise and experience in comprehensive maintenance of a wide range of municipal facilities, including but not limited to: plant care, irrigation management, pest control, soils, fertilizers, and plant identification. The supervisors must be fluent in the English language (written and spoken), and must be able to communicate effectively with City Representative, the public and subordinate staff.

There shall be regular meetings on site with the Contractor and the City to determine progress and to establish areas requiring attention to meet specifications. City shall retain the right to schedule meetings at any frequency.

Licenses and Certifications: All working personnel shall possess the following; Work Zone Safety, First Responder and Confined Space Entry certifications.

All work will be performed in compliance with the California Storm Water Best Management Practices. Storm drain perimeters will be blocked so as to prevent polluted water from entering storm drains. Discharge of any polluted water into storm drains is strictly prohibited. Contractor shall be responsible for any fines or enforcement action taken by any agency against the Contractor or City as a result of failure to maintain compliance with all applicable N.P.D.E.S. or other applicable storm water regulations.

1-1.9 JOB ORDERS

Since job locations cannot be determined at this moment, unit prices shown in the bid schedule shall be used for each job order. Each job order may include repaving several streets (Items 1 through 9), or adjusting manholes or patching damaged asphalt at various locations in the City. For each job order, specific locations throughout the City will be given to the Contractor by the City Representative or City Representative.

1-1.10 UTILITIES - SPECIAL PROVISIONS

All existing utility access frames and covers, both private and public within the work area, shall be located and marked with paint on the pavement surface by the Contractor prior to any work being performed.

Upon completion of the project, the Contractor shall remove all painted utility markings applied in conjunction with the work, from the surfaces of roadways, sidewalks, driveway approaches, curbs and gutters using a removal method acceptable to the City Representative. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the City Representative. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

If utility construction work within the area is required during the construction of this project, the Contractor is directed to cooperate with the utility company(s) and their workers to assure proper installation of the utilities with a minimum of conflict. Contractor shall contact DigAlert to ensure that all utility lines are identified and protected during work.

The Contractor shall determine the location and depth of all utilities including service connections, which may affect or be affected by his/her operation.

1-1.11 WORKING HOURS - SPECIAL PROVISIONS

The Contractor's activities for non-emergency work shall be confined to the following hours:

Between 7:00 a.m. and 5:00 p.m., Monday through Friday, within work areas having either no lane closures or having continuous lane closures, that is, closures lasting more than one day.

From 9:00 a.m. to 3:00 p.m., Monday through Friday, for work requiring temporary lane closures (less than one day), and for work at major intersections.

Deviation from these hours/days shall not be permitted without the prior consent of the City Representative.

1-1.12 PUBLIC CONVENIENCE & SAFETY – SPECIAL PROVISIONS

All street closures and signs used for handling traffic during construction shall be provided by the Bidder and be in accordance with the "Work Area Traffic Control Handbook" (W.A.T.C.H.) published by Building News, Inc., which shall be considered a part of these Special Provisions. The method in which signs, barriers, and other miscellaneous traffic devices are used during construction shall be in accordance with the publication mentioned above, except only standard size signs and flashing arrow signs shall be used on streets consisting of four or more lanes.

All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be reflectorized.

All signing, barricading and diversion of traffic shall be subject to the approval of the City Representative. The Contractor shall provide a telephone number at which the Contractor's representatives can be reached should an emergency require replacement or relocation of the required traffic devices and for other problems connected to the project.

Prior to the start of construction operations, the Contractor shall notify the Police and Fire Departments of the City, giving the approximate starting date, completion date, and the name and telephone number of responsible persons who may be contacted at any hour in the event of a critical condition requiring immediate correction.

At a minimum of two weeks prior to starting work, the Contractor shall deliver notices approved by the City to the residences and businesses in the area affected by the construction. At least 48 hours prior to blocking access to residences or businesses, the Contractor shall contact the affected parties in person or by written notice to provide information as to the reason for the closure and the expected duration.

The City at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming on contact with a hose placed in the roadway. Caution shall be used by the contractor to avoid damaging this equipment. If the Contractor, while in the performance of his contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, the Contractor shall bear the entire cost for the restoration, repair, inspection, testing or replacement of said damaged equipment.

1-1.13 TEMPORARY STEEL PLATE BRIDGING

When backfilling operation of an excavation in the travel way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

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1. Steel plates used for bridging must extend a minimum of twelve (12") inches beyond the edge of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequate to support the bridging and the traffic load. Contractor shall be responsible for complying with all state and federal laws regarding shoring.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plate.
5. Bridging shall be secured against displacement by adjustable cleats, shims, or other devices.
6. Approaches plate and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the comers of the plate and drilled two (2") inches into the pavement. Subsequent plates are butted to each others. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum of twelve (12") inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fines of asphalt concrete mix, concrete slurry or equivalent slurry satisfactory to the Engineer.
7. The Contractor shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.
8. Unless specified, use of steel plate bridging at any given location should not exceed four (4) consecutive working days in any given week. Backfilling of excavation shall be covered with a minimum of three (3") inches of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trench width:

Trench Width	Minimum Plate Thickness
1.0 foot	1/2 -inch
1.5 foot	3/4 -inch
2.0 foot	7/8 -inch
3.0 foot	1 -inch
4.0 foot	2 -inch

For spans greater than four (4') feet, a structural design for the steel plate bridging shall be prepared by a registered civil engineer and approved by the Engineer. Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The

Contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

A "Steel Plate Ahead" sign (W8-24) with black lettering on an orange background shall be used in advanced of steel plate bridging. This is to be used along with any other required construction signing.

Payment for steel plate bridging shall be included in the other items of work involved and no additional payment will be allowed therefore.

1-1.14 ROCK PRODUCTS

Alternate rock products, asphalt concrete, Portland cement concrete and untreated base material shall be alternate rock material - Type S per Section 400 of the Standard Specifications.

1-1.15 RELATIVE COMPACTION TESTS

When required by the Standard Specifications the following test methods shall be used for determining relative compaction:

1. California Test 216
2. California Test 231

1-1.16 UNCLASSIFIED EXCAVATION – SPECIAL PROVISIONS

1. This Section shall conform to Subsection 300 of the Standard Specifications and these Special Provisions. Unclassified excavation shall consist of all excavation including the removal of bituminous pavement and if necessary, sub-grade.
2. Portland Cement Concrete Removal shall consist of removal of Portland cement concrete pavement; concrete curb, gutter, sidewalk, cross gutter, wheelchair ramp, and driveway.
3. If any asphalt and or sub-grade, through the neglect of the Contractor, are excavated below the grade required by the plans or the special provisions, it shall be backfilled to grade with additional bedding. These excess excavation and bedding shall be at the Contractor's expense.
4. All removed pavement and excess excavated materials shall be legally recycled or immediately disposed of off the project site at a legal dumpsite at the Contractor's expense.

5. Payment for saw cutting of AC pavement shall be paid under the other items of work involved and no additional compensation will be allowed therefore.
6. No open trench shall be left unattended at any time. All trenches shall be backfilled and paved or covered with steel traffic plates at the end of each working day.
7. Payment for unclassified fill shall be included in the prices paid for the other items of work involved, and no additional compensation will be allowed therefore.

1-1.17 SUBGRADE PREPARATION

1. Sub-grade preparation shall conform to Section 301-1 of the standard specification and these special provisions.
2. Section 301-1.3 is modified to require only 90% relative compaction on sub-grade material.
3. On areas where unsuitable sub-grade materials are encountered, such materials shall be over excavated and replaced with asphalt concrete, as determined and directed by the Engineer.
4. Payment for over excavation shall be paid for at the unit bid price for unclassified excavation. Payment for asphalt concrete used will be paid for at the unit bid price for AC pavement.
5. Placement of asphalt concrete in over excavated areas shall be done with minimum disturbance to the sub-grade. Compacting shall be done with light rolling a steel wheel roller with compaction requirement waived. Asphalt concrete shall be placed in lifts not exceeding 4 inches in compacted thickness and shall be allowed to cool for 24 hours before placing the next lift.

1-1.18 ASPHALT CONCRETE – SPECIAL PROVISIONS

Course aggregate shall consist of material, which at least 75% by weight shall be crushed particles in lieu of the requirements of Subsection 400-2.3. A tack coat is required and the cost thereof shall be included in the price paid per ton for asphalt concrete.

The required asphalt concrete mix design shall be as follows:

Base Course Surface Course - III-B3-AR-4000, III C3-AR-4000

Leveling Course - III F3-AR-4000

The top layer of asphalt concrete pavement shall not exceed 0.20' in compacted thickness. The Contractor shall construct temporary asphalt concrete ramping with a slope of 1:1 if all the following occur.

Clearance between travel lane and open excavation is less than five (5) feet.

Excavation depth is six (6) inches or deeper, and

If open excavation will last for more than 48 hours.

Payment for the construction and removal of temporary asphalt concrete shall be included in the bid item price for AC pavement.

1-1.19 PORTLAND CEMENT CONCRETE

Portland Cement Concrete shall conform to the requirements of Section 2.05 of these Specifications, Section 302-6 of the Standard Specifications, Standard Plan No. 120SC, and these Special Provisions.

1-1.20 ADJUSTMENT OF SURFACE UTILITIES TO GRADE

General

City owned utility frames and covers for survey monuments and manholes within the area to be paved or graded, shall be set to finish grade by Contractor after construction of new asphalt concrete pavement.

All other utility frames and covers shall be set to finish grade by the respective utility company. Manholes and other structures in Asphalt Concrete pavement shall be set to finish grade in accordance with the provisions of subsection 302-5.8 of the Standard Specifications.

City Manholes

City utility manhole frames and covers shall be adjusted to grade with a PCC collar in accordance with the respective Standard Plans.

Payment for adjusting water manhole frames and covers to grade shall be per the contract unit price for the respective items. It shall include all material, labor, equipment, incidentals required to complete the work and no additional compensation will be allowed.

1-1.21 CRACK SEALING

Crack sealant shall be CrafcO Polyflex Type 3 or similar. Prior to sealing, any weeds growing from the cracks shall be removed and an herbicide applied.

Cracks ranging in width from 1/8" to 1" shall be air-blown out to a depth of 2" prior to sealing. Cracks ranging between 1" and above shall be cleaned to a depth of 3" and then filled flush with 3/8" rock asphalt or sheet mix (sand and oil), then rolled.

1-1.22 TEMPORARY TRAFFIC STRIPING & PAVEMENT MARKINGS

The Contractor shall install temporary traffic striping or markers on any un-striped lanes prior to opening them up to traffic. Temporary striping can be per City of Costa Mesa Standard

Plan No. 1125 B (without rpm's), or by installing reflector chip seal markers (single for 4" line, double for 8" line) at 24 feet on center for continuous line and 48 feet on center for skip line.

Payment for temporary traffic striping and pavement markers shall be included in the bid item price for AC pavement.

1-1.23 EMERGENCY CALL-OUT

This item of work will be used in emergency situations as directed by the City Representative or other authorized City Representative(s) and will require the Contractor to respond within 1 hour. An example of this would be major pavement failure due to a sink hole, sudden asphalt deterioration due to rain, large pothole or other defect that requires an immediate response.

1-1.24 ASPHALT CONCRETE FOR UTILITY PATCHES

This work will consist of constructing asphalt concrete to repair pavement defects over sunken or damaged trench lines or other trenching and general asphalt repair as assigned by the City Representative through a job order request. The size of the repairs will vary from a small patch of approximately 12 square feet to a larger area of over 800 square feet.

Contractor shall begin work on each job order within 24 hours of notification and shall diligently pursue the work to completion.

The AC pavement replacement for each street shall consist of an AC base course and a 1.5" thick AC surface course. The total pavement section for each local street shall be 6" thick deep lift AC including base course and surface course. The total pavement section for arterial streets shall be 12" thick AC.

The required AC mix designs shall be as follows:

Base Course	111-B3-AR-4000
Overlay/Surface Course	III-C3-AR-4000

All areas for reconstruction, leveling and skin patching shall be marked in the field by the City Representative.

1-1.25 COLD MILL AND ASPHALT CONCRETE OVERLAY

General:

Asphalt concrete shall conform to latest edition of the Standard Specifications for Public Works Construction and as modified herein.

Scope of Work for Street Paving:

Contractor shall provide adequate personnel, trucks, material and all necessary equipment and tools to perform residential street paving including all associated traffic control devices.

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Work shall include but not limited to the overlaying with asphalt of approximately 15 residential streets. Average street size is approximately 31,000 square feet in area; size will vary by street. Work shall include but not be limited to: removal and replacement of damaged asphalt, crack sealing, cold milling, installing a leveling course, and a full width asphalt overlay. Thickness of the leveling course and final overlay will be determined by the City Representative, but is typically between 1" and 2". Job orders for the described work will be issued by the City Representative. Contractor shall follow an approved haul route to and from the job site. Any damage to the surrounding streets such as rutting, upheavals, cracking or any other damage deemed to be the result of not properly following the established haul route will be the responsibility of the Contractor to repair. Many residential streets in Costa Mesa have poor sub-grade and can be damaged easily from heavy equipment, including the streets assigned for work. The Contractor should take this into consideration when proposing on this project. Additionally, the Contractor shall have the means and ability to remove and replace with approved base material or treat and stabilize the sub-grade of the any damaged area whether in the scope of his/her work or due to the Contractor's operation. All sub-grade preparation will conform to Section 301-1 of the latest edition of the Standard Specifications for Public Works Construction standard and will be completed before continuation of the work.

Should detectable damage occur to any street due to Contractor and/or the Contractor's Subcontractor or affiliates due to the Contractor's equipment or actions it will be the Contractor's responsibility to repair the aforementioned damage at his/her expense.

Specifications for Street Paving:

Equipment Requirements for Type "D" Asphalt Concrete Paving and Leveling (Paving Machine)

The requirements of this section specifically apply to the bid item of work for the Type "D" (paving machine) for the 15 residential streets annually determined by the City Engineer. The Bidder shall utilize a small paver with a maximum hopper capacity of six (6) tons. The cold milling machine shall have a maximum operating weight of 45,000 lbs. The largest truck used for the transporting of asphalt concrete shall have at least ten wheels with a capacity of no more than twelve (12) cubic yards.

Sub-grade preparation shall conform to Section 301-1 of the latest edition of the Standard Specifications for Public Works Construction. Asphalt Street damaged on site or on the surrounding streets due to Contractor's equipment or actions will be repaired at Contractor's expense and conform to these listed standards.

AC surface course shall be Type III-C3-PG 64-10 (1/2" sieve size fine), AC base course shall be Type III-B2-PG 64-10 (3/4" sieve size), AC skin patch course shall be Type III-D-PG 64-10, and the Asphalt Rubber Hot Mix shall be ARHM-GG-C-PG 64-16.

Finished surface of the new pavement at the edge of gutter shall be:

- 3/8" higher than edge of gutter for streets without bike lanes
- Flush with edge of gutter for streets with bike lanes

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

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, washing with water and/or broom sweeping. All striping and markings shall be removed by grinding or by other approved method prior placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust and all foreign materials prior to the application of tack coat.

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

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

Tack Coat:

Tack coat shall be per Section 302 of the latest edition of the Standard Plans for Public Works Construction.

Rolling:

Pneumatic rollers shall not be used without prior approval of the City Representative. The top layer of each lane, once rolling has commenced, shall be rolled without interruption. The Bidder shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; with no variations at joints.

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

1-2.1 SCOPE OF WORK FOR POTHOLE PATCHING

The Contractor shall provide daily, an asphalt patching crew, truck, material and all necessary equipment to perform such work. Work shall include but not be limited to the daily filling of potholes, small skin patches, asphalt sidewalk ramps etc. During rain or other

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instances such as asphalt plant breakdowns, where appropriate hot asphalt material is unavailable, the Contractor shall use an approved 'cold' bagged asphalt material in performance of the work, to insure no interruption in the daily patching schedule. Job orders for the described work will be issued daily or weekly at the City Representatives discretion. Documentation of all repaired locations shall be maintained by the Contractor in a form approved by the City, with information provided to the City on a weekly basis.

1-2.2 POTHOLE PATCHING SPECIFICATIONS

Contractor is required to sweep, remove and dispose of any debris within the perimeter of the pothole. If the area is wet, the pothole and or damaged area shall be dried prior to patching. A tack coat of approved emulsion shall be applied to the area and allowed to dry before material is introduced. Material shall be compacted to a rate of 95% using a motorized compactor plate or equivalent. Contractor is required to clean any debris that result in work being performed.

Special Equipment:

Contractor shall provide a sealed bed truck capable of maintaining the original temperature of the asphalt from the plant for a minimum of eight (8) hours. The truck shall be able to carry the equipment necessary including the emulsion and compactor plate that is required for street patching. Carrying capacity of the patch truck shall be at least four (4) tons of asphalt, but shall not exceed eight (8) tons. Truck shall have rotating lights overhead safety warning lights and an attached arrow board that meets Cal OSHA and Cal Trans standards.

1-3.1 SCOPE OF WORK - STANDARDS FOR SIDEWALK AND GUTTER GRINDING/ASPHALT RAMPING

The City of Costa Mesa is divided into thirty-one (31) designated maintenance areas. Contractor will be assigned sidewalk and gutter grinding and/or asphalt ramping work on a "per area" basis. Work is to begin within seven (7) days of assignment, with each assigned area to be completed within thirty (30) days of the work commencing. If Contractor is not able to complete the assigned work within the specified time, the City shall reserve the right to utilize a secondary Contractor.

In addition to the sidewalk grinding by maintenance area, the Contractor shall within 24 hours of notification have the ability to respond and provide grinding service per contract specifications at various locations throughout the City of Costa Mesa. Individual grinding locations will be assigned by a separate job order issued by the City Representative.

Except for hand-held grinders, all grinding machines shall be equipped with an effective vacuum dust control system. At no time shall water be used as a dust control agent.

All grinding operations will be performed only on City sidewalks and gutters. No private property shall be affected. Damage caused to public or private improvements by the Contractor's operations shall be repaired or replaced at the City's direction to the satisfaction of the City's Representative, at no cost to the City.

Sidewalk and gutter grinding will be performed in compliance with the California Storm Water Best Management Practices for saw-cutting and/or grinding surfaces (January 2003). Storm drain perimeters will be blocked so as to prevent polluted water from entering storm drains. Discharge of any polluted water into storm drains is strictly prohibited.

1-3.2 SIDEWALK GRINDING SPECIFICATIONS

Sidewalk Grinding: Uneven sidewalks in relation to other sidewalks, curbs, aprons and utility covers are to be ground.

All sidewalk grinding locations shall be ground so as to provide a smooth transition between concrete slabs. Sidewalk grinding shall be performed so as to provide complete trip hazard abatement for the full width of the sidewalk. Vertical offsets from one-half inch (3/8") up to two inches (2") will require grinding. The minimum taper width should be six inches (6"). Offsets shall be ground so as to produce a finished product that is a non-skid surface and free of rough or sharp edges.

Contractor agrees to immediately contact and alert the City Representative of all sidewalk locations with vertical offsets exceeding two (2") inches.

Grinding residue shall not be left on sidewalk or in nearby parkway areas. All grinding residue shall be the property of the Contractor and is to be removed and disposed of by the Bidder in a manner prescribed by law. Contractor is required to sweep, remove and dispose of any debris resulting from grinding operations; with acute care being given to locate and remove visible fragments from lawn areas where they might pose a hazard to the public during grass cutting operations.

Gutter Flow Line Drilling-Grinding: To relieve standing water conditions at gutter/curb displacements and/or vertical offsets.

The gutter flow line drilling-grinding shall be performed using a Flowline II (2) or equivalent piece of equipment capable of grinding a flow channel two (2") inches wide and up to four (4") inches deep, flush with the curb's vertical face. The equipment must be capable of operating with no water usage. At no time shall water be used as either a dust control agent or a residue management agent by washing grinding residue into storm drains.

1-3.3 SPECIFICATIONS FOR SIDEWALK RAMPING WITH ASPHALT

All sidewalk lifts / displacements of 2" or greater require an asphalt ramp. The ramp will be constructed with class "F" asphalt material and compacted to a rate of 95%. The asphalt ramp will extend perpendicular from the displacement at a rate of 12" per 1/2" in rise. Locations are to be determined as needed by the City Representative and issued through a job order. Contractor is required to clean any debris that results from work being performed.

1-3.4 RECORD KEEPING

The Contractor shall submit to the City Representative weekly, a list of all locations completed the prior week in a format to be determined by City. The list shall include the specific addresses or locations where work has taken place; locations found to require an asphalt ramp, its cause, such as tree roots, settling etc. and its disposition; nature and quantity of work performed. The Contractor shall use forms/electronic format approved by the City.

1-4 PAYMENT

Payment for all of the preceding, including existing road surface and sub-grade preparation, excavation for Bid Items Nos. 1-9, 2" cold milling for Bid Item No. 2, and trucking and paving equipment requirements, shall be included in the unit price bid per ton. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, saw cutting, transition, hauling, spreading, compacting, grading, furnishing asphalt concrete, disposal and incidentals for doing all the work as required. No additional compensation will be allowed.

Note: The bid item for the Removal and Replacement of Asphalt Concrete next to the curb and gutter being reconstructed shall not include the one foot slot patch next to the curb and gutter or the three foot slot patch next to the cross gutter and spandrel. This bid item of work is for reconstruction requirements beyond the one foot and three foot limits, necessary to reduce the roadway cross fall or to reconstruct failed areas adjacent to the slot patches.

Note: The payment for the one foot slot patch shall be included within the unit price for curb and gutter and the payment for the three foot slot patch shall be included within the unit price for cross gutter and spandrel.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for the various items of work.

2-1 STORM DRAIN MAINTENANCE - DESCRIPTION OF WORK

The work is to be performed on storm drains, catch basins, culverts, clarifiers, under-sidewalk drains and other storm water conveyance devices at various locations throughout the City and shall include, but not be limited to bi-annual cleaning, removal of debris, repair of storm drain and catch basin grates and environmental screens. Additionally, work shall include data gathering, compilation and storage to meet applicable laws, regulations and ordinances.

2-1.1 LOCATION OF WORK

All work to be performed hereunder is located within the City of Costa Mesa at various locations to be determined by the City Representative.

2-1.2 SCOPE OF WORK - STANDARDS AND SPECIFICATIONS

The Contractor shall provide all labor, supervision, equipment, materials and supplies needed for cleaning; removal of debris; repair of storm drain and catch basin grates and environmental screens as designated and/or required by the City of Costa Mesa. Contractor is to provide all equipment, labor and services as may be necessary for completing the work identified in the Scope of Work Standards.

Working hours shall be between 8:00 a.m. and 4:00 p.m. Monday thru Friday on non-arterial streets. Working hours on arterial streets shall be between 8:30 a.m. and 4:00 p.m. Monday thru Friday.

Safety and Traffic Control: Contractor must provide all safety apparel, such as reflective vests and breathing equipment, as per OSHA requirements. Traffic safety vests must be worn by all Contractor employees at all times while on the job site. "Sidewalk Closed" and/or other appropriate warning signs must be placed at each end of the work area during all operations. Work areas are to be coned off to public access.

Equipment / Equipment Capabilities:

Vacuum truck or equivalent

Confined space entry and environmental monitoring safety equipment

Certificates

Contractor's personnel assigned to the work in this section shall possess valid Confined Space Entry Certification, First Responder-Operational Certification, IMSA Work Zone Safety Certification and a valid State of California Class "B" drivers' license with 'tanker' endorsement.

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Specifications

The City's storm drain system includes 1195 catch basins and various drain inlets and culverts. The majority of the City's catch basins and curb opening catch basins range from 4 feet to 21 feet in width. Most catch basins contain a square or circular manhole cover on the surface for maintenance access. All current National Pollutant Discharge Elimination System (N.P.D.E.S.) guidelines for best management practices (BMP's) shall be followed when performing the maintenance requirements of this specification. The City is subject to Order R8-2009-0030, Section II (A)(4), which provides in part:

The co-permittees (City) shall be responsible for the management of storm drain systems within their jurisdictions and shall:

Conduct storm drain system inspections and maintenance in accordance with the criteria developed by the principal permittees. (See the following)

Section 5.4.3.3 of the Drainage Area Management Program:

All drainage facilities are categorized as high priority. These facilities will receive annual inspection and maintenance once per year prior to the wet season (between May 1 and September 30), and as often as necessary throughout the wet season.

- Typically after every storm drainage facilities should be inspected and cleaned as necessary.

The Maintenance Objective for the existing City catch basins is to clean all catch basins to ensure proper functioning in a safe and hydraulically efficient manner and to minimize the entry of litter, debris, toxic or hazardous substances into the storm water system.

The inside of all catch basins shall be inspected and cleaned at least twice every year: The first cleaning shall be completed by September 30th, just prior to the onset of the winter storm season (October 15th) per N.P.D.E.S. requirements. Additionally, catch basins where there is a known problem with debris accumulation, where excessive odor often occurs, or where illegal dumping may have taken place shall be cleaned per separate job order a second time each year. Contractor shall remove debris from any catch basins or drain inlet on an as-needed basis, whenever excessive debris is visible or discovered by City staff.

Cleaning shall follow a route supplied by the City Representative. Manhole covers shall be opened, large objects removed, and a vacuum truck utilized to vacuum out all debris. Sand and silt on the bottom of the catch basin shall be removed. Connecting lines are to be flushed

and the debris vacuumed up at the next down stream catch basin. If entry is required, all applicable safety procedures for confined spaces shall be followed.

During the storm season, specific catch basins in areas prone to flooding, shall be checked prior to and during storms to insure unobstructed flow of storm water run-off. Debris shall be removed from catch basins and curb openings as necessary to ensure optimum flow of storm water. Debris removed from the catch basin or environmental screens covering the basin shall be disposed of properly, in legal manner. Contractor shall supply and pay for all water that is used in performance of this contract.

Emergency Spill Response:

Contractor shall provide vacuum truck and personnel capable of responding to a variety of hazardous and non-hazardous spills in the City right-of-way, within 1 hour of request, 24 hours a day, seven days a week including holidays.

Documentation and Record Keeping:

The Contractor shall submit to the City Representative weekly, a list of all locations completed the prior week in a format to be determined by City. The list shall include the specific addresses or locations where work has taken place; locations found to require additional work; nature of work performed; quantity of debris removed. The Contractor shall use forms/electronic format approved by the City.

3-1 DEBRIS PICKUP & EMERGENCY RESPONSE

3-1.1 DESCRIPTION OF WORK

The work is to be performed throughout the City and shall include, but not be limited to daily pick up, removal and disposal of large and small commercial and residential generated debris, appliances, e-waste and shopping carts. Contractor shall clean up and properly dispose of small to medium size hazardous and nonhazardous spills that occur throughout the City. The Contractor shall have the capabilities and equipment to repair and maintain minor facilities within the City right of way. Contractor shall be able to respond to a variety of after hours and week end call outs and provide a crew for support when needed and service daily maintenance requests and perform minor utility repair and construction: Contractor shall respond to emergency power outages, localized flooding or other City emergency in the public right of way and provide portable stop signs or other warning signs as appropriate.

3-1.2 SCOPE OF WORK - STANDARDS AND SPECIFICATIONS

The Contractor shall provide all labor, supervision, equipment; materials and supplies needed for the removal of debris, small hazardous spill clean-ups, abandoned shopping cart disposal, after hour call-outs and have the capability to repair and/or maintain minor facilities within the City's right of way on a daily basis. Contractor is to provide all equipment, labor and services as may be necessary for completing the work identified in the Scope of Work Standards.

Safety and Traffic Control: Bidder must provide all safety apparel, such as reflective vests and breathing equipment, as per OSHA requirements. Traffic safety vests must be worn by all Contractor employees at all times while on the job site. Appropriate warning signs must be placed at each end of the work area during all operations. Work areas are to be coned off to public access. Vehicles used in the city right of way must have working amber warning lights and a truck mounted or towed arrow board in operating order. Contractor shall have an inventory of the following signs available for City of Costa Mesa call outs.

- 40 Street Flooded signs mounted on type 2 fold out barricades.
- 40 portable Stop Signs mounted on self standing barricades
- 5 Road Closed
- 5 Lane Closed Ahead
- 5 Detour

Contractor shall submit with his bid a detailed comprehensive emergency management disaster plan as it would pertain to a Public works response, which addresses but is not limited to the following areas: planning, training, record keeping, logistics, heavy equipment inventory, response time, traffic control inventory, traffic routing plan and large spill containment plan. Contractor shall have available at all times within the City of Costa Mesa's limits, the equipment, manpower and possess the training necessary to assist the City of Costa Mesa emergency operations in the advent a natural or man made disaster.

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Contractor shall have current O.E.S., F.E.M.A., E.O.C. and N.I.M.S. training. Contractor must include a detailed incident communications plan and have the ability to communicate effectively to all responding agencies prior to and during a disaster emergency.

Licenses and Certifications: Contractor's personnel assigned to the work in this section shall possess valid Confined Space Entry Certification, First Responder-Operational Certification, IMSA Work Zone Safety Certification.

All work will be performed in compliance with the California Storm Water Best Management Practices. Storm drain perimeters will be blocked so as to prevent polluted water from entering storm drains. Discharge of any polluted water into storm drains is strictly prohibited

3-1.3 SPECIFICATIONS

Debris Removal: Removal of commercial and residential generated debris and any discarded items in the city right of way or as requested by the City Representative. The Contractor shall pickup and dispose of furniture, tires and other large and small items or debris that are found during daily inspections of the city's streets, alleys and rights-of-way or by issued job order. All debris shall be collected, stored and recycled or disposed of in a legal manner.

Electronic Waste (e-waste): The Contractor shall pickup, store and dispose of e-waste that is found during daily inspections of the City's streets, alleys and rights-of-way or by issued job order. E-waste shall include but not limited to: televisions, computers, computer monitors, microwave ovens etc. All e-waste shall be collected, stored and recycled or disposed of in legal manner.

Spill Response:

Small/Medium Spills: All personnel involved in spill response shall be certified as a First Responder- Operational under Federal Regulations regarding Hazardous Waste Operations and Emergency Response: 29 CFR 1910.120.

Response time to the location of small/medium spills shall be within 30 minutes of notification.

Small spills:

Include hydrocarbon spills of ten (10) gallons or less, such as gasoline, diesel, motor oil, kerosene, or other fluids such as anti-freeze, etc.

Absorbent material utilized for the removal of spilled liquids in the public right-of-way must be placed in a sealed container, appropriately labeled and taken to the City's designated hazardous-material storage location during normal business hours for disposal by a licensed

disposal company. Location: City Corporation Yard, 2300 Placentia Avenue, Costa Mesa, CA. The costs for the actual disposal will not be the responsibility of the Contractor.

The Contractor shall have the capability to provide adequate quantities of sand for containment, block storm drains and assist in traffic control. Materials such as sand and absorbent that have come in contact with the spill and are greater than 10 gallons must be removed by a licensed environmental clean up company. If necessary Contractor will provide a street sweeper to assist in clean up. Hazardous materials such as corrosives, poisons, explosives, highly volatile fuels, or unknown substances, will be the responsibility of the City of Costa Mesa Fire Department to coordinate a response and facilitate the clean up. Contractor must notify the City Representative of all hazardous material collected and maintain all required documentation.

Large Spills:

Larger spills, those of unknown origin, or spills of substances that are inherently dangerous shall be reported to the City of Costa Mesa Fire Department to coordinate response. Contractor will provide sand, block storm drains and assist with traffic control as requested. Large quantities of materials such as sand and absorbent that have been provided by Contractor, but come in contact with the spill shall be removed by an environmental clean up company at no cost to the Contractor.

Hazardous Material Team Response:

A spill or release of any quantity of toxic, reactive or unknown type of chemical will require a response of a Hazardous Material Team from the Joint Powers Authority. Contractor will immediately contact the City of Costa Mesa Fire Department or '911' Communication Center when encountering a toxic, reactive or unknown type of chemical.

3-1.5 DISPOSAL POLICY

If a small spill of non-hazardous liquid in the public right-of-way originated from a residence and not a business, the Contractor may leave the material and absorbent with the property owner. The property owner should be instructed to take the absorbed material to the Household Collection Center, 17121 Nichols Street, Huntington Beach, (714)665-6970. Contractor should ensure that the property owner understands the material is not to be taken to a regular dump site or placed in the trash. Contractor should explain that persons who improperly dispose of hazardous material will be subject to prosecution.

If the material is abandoned on City property and the responsible party cannot be located, the material shall be placed in a sealed container by the Contractor and each container of absorbed material will be identified with the name of the Company personnel, incident number, type of material (to the best of the Company Officer's ability), date, location where the material was found, and any other pertinent information.

The container(s) of absorbed material shall be taken to the City's designated hazardous material disposal location in for pick up by a licensed disposal company at the City's expense.

If the spill is on a business property, the Contractor may leave the material with the business and advise the owners then to contact a licensed disposal company.

3-1.6 SHOPPING CART RETRIEVAL

The Contractor shall pickup, store and dispose of specified shopping carts (carts) that are found in the public right-of-way during daily inspections of the City's streets, alleys and rights-of-way or by issued job order. Carts not in the public right-of-way or on public property shall not be subject to this specification. Specified carts shall be collected, stored and/or disposed of in a manner consistent with City guidelines as stated below.

The Contractor shall abide by the following procedure:

When either a job order is issued or a cart is discovered by the Contractor, the Contractor will examine the cart to see if a 'cart retrieval service' is contracted to retrieve that particular retailer's cart. If the cart's owner has a contracted service, the Contractor shall contact the appropriate company by telephone to retrieve the cart (see the list below) and leave the cart as found. If not, the Contractor shall remove the cart from the public right-of-way. The retrieved cart(s) shall be tagged by the Contractor with City-provided labels as to the location and date found. The carts with ownership identification will be stored by the Contractor for thirty (30) days and if not claimed by owner or City Representative, disposed of in a legal manner. Carts with no ownership information on them shall be removed from the public property or right-of-way and disposed of in a legal manner after five (5) days, as stated below.

The number, owner (or unknown), location and time the cart(s) were retrieved, shall be provided to the City Representative daily, by facsimile or other electronic method.

Within 24 hours of discovery for carts with known ownership the Contractor will notify the applicable business that the cart has been impounded and how it may be retrieved. The cart shall be stored for 30 days following notice of the owner of the cart. If the owner wishes to retrieve the cart(s), he/she must provide proof of ownership and payment of any City mandated fees prior to the cart(s) being released by the Contractor.

Retailers with cart retrieval services and which company provides the service:

Hernandez Cart Retrieval

888.233.2278

Kmart
Henry's Market
Target
TJ Maxx
Marukai
Trader Joe's Santa Ana
99 Cent Store

California Shopping Cart Retrieval Corp.

800.252.4613

Albertsons
Ralphs
CVS
Bev Mo
Marshall's
Smart & Final
Grower's Direct
PetSmart
Staples
Stater Brothers
Fresh N Easy
Von's

3-1.17 AFTER HOURS EMERGENCY RESPONSE

Contractor shall respond to a variety of after hours and weekend emergency call-outs and provide a crew for support when needed. Hours shall be Monday through Friday 5:00 pm to 6:00 am and 24 hours each day on weekends and Holidays. Contractor shall have working personnel on site within ½ hour of the call-out.

Work may include, but not be limited to rain and street flooding support, road clearing operations, debris removal within roadways; removal of debris brought curbside by residents, large tree limbs, spill clean ups, traffic signal failures, etc. Waste streams may include but not be limited to municipal solid waste, vegetative debris, demolition debris, white goods and scrap steel and household hazardous waste. Contractor shall provide necessary lane closures and traffic support for the incident and shall be responsible for the removal and proper disposal of items involved in the incident.

Contractor shall be responsible for installing temporary signage for street flooding and traffic signal outages at the request of the City representative. Contractor shall have the ability to respond within 1 hour of the call-out and provide this service 24 hours a day, seven days a week. Placement of flooded signs may be requested prior to storm activity at locations designated by the City representative. All traffic control devices placed in the public right of way by Contractor shall be per the 'Work Area Traffic Control Handbook' W.A.T.C.H.

Lane Closures and Traffic Support: When requested by City Representative, Contractor shall provide traffic control in emergency and non-emergency situations as requested by the City Representative or assignee per the following guidelines.

Street closures, detours, signs and barricades used for directing traffic shall conform to the requirements of latest edition of the "Work Area Traffic Control Handbook" (WATCH), City Standard Plan 1125F (SP 1125F) and these Special Provisions.

Traffic control plan must be submitted and approved before starting work on any public street, except for the following temporary closures:

- Temporary single lane closure on 4 or 6-lane arterials can be done per WATCH handbook with out submitting traffic control plan.
- Temporary two lanes closure on 6-lane arterials may be done per WATCH handbook with out submitting traffic control plan. However, this will require prior approval from Traffic Engineer.
- Temporary closure of Local Street may be done per WATCH handbook without submitting traffic control plan. However, this will require prior approval from Traffic Engineer.

Flashing arrow signs shall be used on all streets or where deemed necessary by the City's Transportation Division. The flashing arrow signs shall be solar powered and left in place for the duration of the lane closure.

Temporary striping installation for traffic control may be paint or removable tape or approved equivalent.

Any existing speed limit signs or other conflicting signs in the construction zone shall be covered during construction with heavy duty black plastic (non transparent) sheets or bags, which are secured to the sign post below the sign, with tape. In no case shall tape be applied to either front or back of any sign.

Intersections shall be kept open until work takes place within the intersection. Local vehicular and pedestrian access, including access to driveways and businesses, shall be maintained at all times. Pedestrian access (minimum 4-foot width) across both streets in an intersection must be maintained at all times.

Where parking is prohibited during construction, "TEMPORARY NO PARKING" signs shall be posted at least twenty-four hours, but no more than forty-eight hours, in advance of the work. The signs shall be placed no more than 150 feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the Signs.

Compensation for all traffic control shall be considered paid for under other items of work involved and no additional compensation will be allowed therefore.

Service Daily Maintenance Requests and Minor Utility Repair and Construction: Contractor shall include but not be limited to providing labor and materials to repair and maintain guard rails, block walls, temporary concrete repairs, lot grading, bollard installations and various other minor maintenance as requested by the City Representative or assigned through a job order. This work will be on a time and material compensation basis.

Appliance Removal and Disposal: Contractor shall pick-up and dispose of appliances discarded in the City rights-of-way or as requested by the City Representative through a job order. Appliances shall include but not limited to: refrigerators, ovens, washers and dryers, etc. The Contractor shall store and/or dispose of all appliances collected in a legal manner.

Reporting: The tonnage of all materials generated by the Contractor in the course of this contract, which are deposited in a landfill, shall be reported on a monthly basis to the City Representative. Contractor shall recycle all materials which are capable of being recycled and maintain records of tonnage of items recycled, which shall also be reported on a monthly basis to the City Representative to assist the City in complying with and reporting pursuant to AB 939.

4-1 VEGETATION MANAGEMENT & RODENT CONTROL SERVICES

4-1.1 SPECIFICATIONS – VEGETATION MANAGEMENT AND RODENT CONTROL

4-1.2 SCOPE OF WORK

The Contractor shall supply all labor, materials; including pesticides (herbicides, insecticides, rodenticides or other pest control materials) required for this contract.

The Contractor shall provide a complete vegetation management and rodent control program including but not limited to the oversight, labor, tools and equipment necessary for the safe, legal application of E.P.A. registered materials to control vegetation (weeds) and rodents in the public rights-of-way within the City of Costa Mesa.

The Contractor shall provide to the City Representative prior to any application of materials, a complete, current, Material Safety Data Sheet (MSDS) for all hazardous substances as required by labor code sections 6832 and 6390, General Industrial Safety Order Section 5194 and Title 8, California Administrative Code.

Some or all of the work specified herein is currently performed under contract. The City reserves the right to include or exclude this work from a contract in its sole discretion.

Locations

See Exhibit A.

4-1.3 QUALITY OF WORK

The City Representative or his/her designee shall be the sole judge as to the adequacy and quality of maintenance. To insure consistent quality of the work being performed, the City Representative will inspect all areas covered by this contract at the beginning of the third week of each month. Any deficiencies will be recorded on the Performance Deficiency Notification form, see Exhibit B, and submitted to the Contractor for review and corrective action. At the end of the month the City Representative will re-inspect the deficient areas; complete and submit a Performance Deficiency Status Memo, see Exhibit B, to the Contractor. Any deficiencies not corrected by the end of the month will have a dollar value assigned and that amount will be deducted from the monthly payment. The bid prices quoted by the Contractor in Exhibit A will be used to determine the dollar value of any deficiencies.

4-1.4 REQUIRED REPORTS

Contractor shall be responsible for the filing of all records and reports, including but not limited to 'Notice of Intent to Apply', Pesticide Use Reports, or others as specified by all County of Orange, State and Federal agencies. Reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City at the same time as submitted to the regulatory authority, with the exception of the 'Notice of Intent to Apply', which shall be submitted prior to application of pesticide. Copies of all records, notices, violation or other documents provided or issued to the Contractor by any regulatory agency shall be provided to the City within five (5) working days of issuance.

Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, name of licensed applicator and license number, and environmental conditions data.

If required by the City Representative, a pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date, identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within 48 hours and in writing within 5 working days of any new pest problems previously unreported and observed by the Contractor.

4-1.5 PESTICIDE APPLICATION AND RODENT CONTROL

The Contractor shall maintain a set of the contract documents at the project site at all times.

The Contractor shall supply to the City Representative, prior to applying any material, Written Recommendations completed by a Pest Control Adviser for all pesticides per California Department of Pesticide Regulation (CDPR) applied within the City.

The Contractor's Applicator shall have in their possession when performing the application of any pesticide all CDPR required documents. MSDS safety sheets for the product that is being applied and a Pest Control Recommendation written by a Pest Control Adviser licensed by the State of California, Department of Pesticide Regulations.

4-1.6 REQUIRED LICENSES

The Contractor shall, prior to submitting bid and during contract period, possess all licenses and permits required for the performance of the work required by this contract. Contractor must possess a Business License for Pest Control and must possess or employ person(s) possessing a valid Pest Control Advisers License in the appropriate category (A, B, D, E & G) and a valid Qualified Applicators License in the appropriate category (A, B, C & F). In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator Certificate in the appropriate category.

4-1.7 LOADING AND MIXING

The Contractor shall use proper safety equipment for loading and mixing pesticides, as required by the DPR and in full compliance with the product label. The Contractor is required to carry a spill kit on the vehicle. The Contractor will be required to follow proper clean up procedures in the event of a spill. The Contractor is required to triple rinse all containers into the spray tank, puncture container and dispose of container in a proper manner. Contractor is responsible for obtaining and paying for water used in conjunction with this specification.

4-2 PESTICIDE AND RODENT CONTROL SPECIAL PROVISIONS

Pesticide application and rodent control shall be performed as directed on City owned or controlled, streets, sidewalks, alleyways, vacant lots, embankments, parking lots, drainage ditches or channels, easements, rights-of-way to manage weed, pest or rodent populations at a level acceptable to the City. Parks and landscaped areas are excluded.

4-2.1 DAMAGED LANDSCAPE MATERIAL REPLACEMENT POLICY

Plants damaged or destroyed as a result of the improper application of materials or Contractor's negligence shall be replaced at Contractor's expense. All replacement plants shall be inspected and approved by City prior to installation. All landscape improvements or repairs shall conform to the City of Costa Mesa Landscape Specifications and Details.

4-2.2 IRRIGATION REPAIRS

Damage to irrigation equipment caused by the Contractor shall be the responsibility of the Contractor to repair within 24 hours of occurrence, self-discovery or notification by the City. All replacement parts and materials are to be same manufacturer, type, model and quality as original installation, unless a substitute is approved by City representative. Failure to do so will result in City a deduction from the payments. In addition, a performance deficiency notice will be issued to the Contractor.

4-2.3 IRRIGATION SCHEDULING

The Contractor shall submit to the City Representative a minimum of 48 hours prior to application, any requested irrigation scheduling changes necessary to support pesticide application schedules. A detailed schedule of areas to be treated, listing specific dates and times so irrigation systems shall be submitted at the same time as the irrigation schedule change request. City staff will adjust irrigation as requested to accommodate the work.

4-2.4 RODENT CONTROL

Contractor shall be responsible for the eradication and control of ground squirrels, gophers, rats or other rodents, as deemed necessary by the City, on a continual basis, during the term of the contract. All mounds, burrows, or other damage shall be repaired (mounds leveled, burrows sealed with soil) by Contractor as required by City.

The Contractor shall provide all necessary chemicals or other materials necessary for rodent control. Costs shall be included in the hourly rate for the application for this material.

4-2.5 VEGETATION MANAGEMENT

Control of unwanted vegetation, as determined by the City, shall be the responsibility of the Contractor. Written recommendations by a DPR Licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. Control shall mean the prevention, control or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program of the Contractor accordingly.

4-2.6 WEED ABATEMENT AND DEBRIS REMOVAL SPECIFICATIONS

The work to be done shall consist of destroying weeds, wild grass, and poisonous or noxious plants and removing rubbish (including but not limited to scrap metals, junk, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials), garbage, (including but not limited to animal matter including feces, fruit or vegetable matter) and trimming trees and bushes from alleys designated by the City Representative.

Discovery of hazardous waste or hazardous materials shall be reported to the City Representative.

All work, which is determined by the City Representative to be defective or deficient in any of the requirements of the specifications, shall be remedied by the Contractor at his expense in a manner acceptable to the City Representative.

The Contractor is required to complete the "Equipment Listing" form and include it with the proposal. Minimum equipment is listed below.

Contractor shall complete work within the time period set forth as follows:

Contractor shall have the ability to clean alleys at the rate of no less than 18,000 square feet per day excluding any unforeseen circumstances that may cause work to be delayed provided that this amount of work is available.

Work shall be completed in the same order in which issued by the City Representative; i.e. no invoice will be paid for any of the cleaning of any alley until all previous alleys have been completely cleaned. All invoices shall be submitted within fourteen (14) days of completion of work.

The Contractor shall perform all work necessary to complete the provisions of this contract in a satisfactory manner unless otherwise provided. The Contractor shall furnish all equipment, tools, materials, supplies and labor necessary to complete the work and dispose of all debris generated in conjunction with the work.

All City owned alleys as shown in Exhibit B, for weed abatement and alley cleaning, shall be thoroughly cleaned of all weeds, grass, noxious growth, trash, rubbish and garbage and furniture in the following manner:

All alleys to be cleaned shall be cleaned to the property line or right-of-way limit as directed by the City Representative. All weeds, grasses, or noxious growths along fences, buildings, in corners or along edges of parcels shall be mowed or cut by hand-held implements to not more than two (2) inches above the ground.

Debris generated from vegetation mowing or removal shall be gathered and removed from the site and disposed of in legal manner.

All parkways and gutters in front of alleys and or lots with abutting curbs and sidewalks shall be cleaned of all weed or noxious growths. Any concreted or asphalted area upon parcel being cleaned shall be swept and/or blown clean of any and all rubbish or debris. Vegetation shall be cut to not more than two (2) inches above grade and such vegetation shall be removed. The abutting public sidewalk shall also be thoroughly cleaned.

4-3 WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling, by chemical means, weeds growing in cracks, or expansion joints, off public curbs, gutters, sidewalks and areas contiguous to the City landscape.

4-3.1 RECORDS

Before removing rubbish and/or garbage or abating any weeds from a property, the City Representative shall photograph the property as is necessary to show all rubbish and/or garbage to be removed or any weeds to be abated.

The City Representative will keep an accurate record of all properties cleaned by the Contractor and if any controversy shall arise as to parcels cleaned by the Contractor, the decision of the City Representative will be final.

Payment for miscellaneous handwork will be made only for the actual work done and actual area worked upon any property as determined by measurements made by the City Representative.

Work performed on multiple contiguous properties shall be considered as a single property and shall have individual square foot areas totaled to determine the applicable rate for calculating payment to the Contractor.

The Contractor shall prepare an itemized written invoice for each parcel cleaned.

Invoices are to be submitted on the first day of each month, or as frequently as deemed necessary by the City Representative. The invoice shall identify the parcel cleaned, and the work order issued for the parcel, and shall contain an approximate calculation of the amount of work done. The Contractor shall mail all invoices to:

ADDRESS

4-4 MEASUREMENT AND PAYMENT / SPECIFIC

The unit of measurement and payment for work performed shall be the square footage of various size categories specified in the proposal.

Payment for removal and disposal of rubbish, garbage, trash, and appliances shall be by the compacted cubic yard. Removal of less than one (1) cubic yard on any lot shall be included in the bid price.

Section II of the bid proposal form includes "Reference Bid Items". Item No. 1 thereunder for "Miscellaneous Hand Work" refers to parcels of work where only handwork is involved and does not apply if mowing is involved. Miscellaneous handwork will be determined by City Representative, and may include, but not be limited to dirt removal, tree trimming, or hedge trimming.

4-5 SCHEDULING OF WORK

On a monthly basis or more frequently if the City determines it is necessary, the Contractor will provide a comprehensive schedule for the work to be conducted during the next work period. The schedule shall be of the calendar type and shall list the tasks to be accomplished per site and the number of employees and man-hours that will be dedicated to the work.

City Representative may schedule treatment or debris removal when needed on sites not listed in Exhibit A.

The schedule shall be submitted to the City five (5) working days prior to the first working day of the month or work period. The Contractor shall accomplish all normal work required under this contract between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The permissible Arterial street spraying hours are 8:30 a.m. to 3:30 p.m. The City may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 7:00 a.m.

Prior to commencing work, the Contractor shall meet with the City representative to review areas to be treated and document the starting time. The Contractor shall make contact with the City Representative when the assigned tasks have been completed and prior to leaving the City. The City will begin paying the appropriate hourly rate when the Contractor arrives at the job site and continue payment until the assigned work has been completed and the Contractor notifies the City representative. No compensation will be paid for lunch and/or break periods. No compensation will be paid for travel time except within the City during the performance of the work.

4-6 INSPECTIONS

Inspections will be performed by the City Representative at specified times and/or random visits when the Contractor may be on the site.

All inspections called for by the Contractor shall be requested from the City Representative at least forty-eight (48) hours prior to the anticipated inspection.

All work shall meet the approval of the City, or be rectified by the Contractor to a condition that meets acceptance at no additional cost to the City. If the Contractor calls for inspections and is not ready for the inspections, he/she shall be charged hourly, including travel time for all members of the team of inspectors involved.

4-7 GENERAL CLEAN UP

The Contractor is required to insure that all materials or carcasses related to pesticide, herbicide and rodenticides applications be thoroughly cleaned up and removed from the work site at the conclusion of each work day. All locations shall be left in an acceptable

condition to the City. In the event the site is left in an unsatisfactory condition, the Contractor will be required to return to the site and correct the unsatisfactory condition. No debris may be left on site or placed in a roadway or drainage structure that is part of or drains to the City's storm water collection system.

City of Costa Mesa lots, Easements and Right-of-ways, etc.

The following are City areas to be maintained as per the Specifications.

EXHIBIT A

1	Adams Avenue – Mesa Verde Drive East to the Santa Ana River – parkways and tree
2	Placentia Avenue – Adams to West 16 th Street – parkways, sidewalks and tree wells
3	Canyon at West Wilson – sidewalk and tree wells
4	Sea Bluff Drive – Canyon to Valley – parkway and sidewalks
5	Newport Blvd – East side, East 17 th to East 19 th – sidewalk and tree wells
6	Newport Blvd – 19 th to Bristol – tree wells, parkways and planters along freeway
7	Rue De Cannes – West side, south of Monte Vista – parkway (oleanders)
8	Monaco – Riviera to Monte Vista – parkway (oleanders)
9	Redlands – North of 23 rd Street – parkway
10	Fairview Rd – Newport to 405 freeway – sidewalk and tree wells
11	Fairview Rd – at 405 freeway – slopes on both sides of street
12	Gisler Ave – Harbor to College – parkway
13	Gisler Ave – Harbor to Golf Course Drive
14	Bike Trail – Harbor to Wilson (Joann Bike Trail)
15	Bike Trail – Harbor to Golf Course Drive (Harbor Bike Trail)
16	Harbor – Fair to West Wilson – West side parkway and bike trail
17	South Coast Drive – Carmel to San Leandro – sidewalk on north side
18	Sunflower – Greenville to Bear – sidewalk on south side
19	Smalley – Sunflower to Santa Rosa – west side sidewalk and tree wells
20	Paularino – Manistee to Ludington – parkway and sidewalk
21	Paularino – East of Bear – south sidewalk and tree wells
22	Pullman – North of Paularino – west side parkway along freeway fence
23	Baker – Babb to Fairview – north side parkway and sidewalk
24	Yukon – Yukon to Shiffer Park – easement adjacent to 405 fwy
25	Concord at Jefferson – easement adjacent to 405 fwy
26	Elden – 21 st to 22 nd – west side parkway

27	Sterling and Victoria – vacant lot
28	Carnegie – Elmhurst to Fair – easement behind sidewalk
29	Del Mar Community Garden – perimeter and between rows
30	Hamilton and Charlie Community Garden – perimeter and between rows
31	Myran Drive – vacant lot
32	Irvine Ave – between Walnut and Costa Mesa Street – west side of street
33	Behind the following businesses on East 17 th Street at the very back of the properties: 468, 450, 448, 420. These locations are all on the north side of 17 th Street
34	Fairview Road slope at San Diego Freeway, north side
35	Gisler Street – south side of street from 1843 Gisler to Flood Channel
36	Victoria Street – north side of street between Vista Park and Flood Channel
37	Park property from north end of Pacific to the north end of Canyon
38	Northwest corner of Flower and Fullerton sidewalks and parkways
39	Norse street – east side of the street between Brentwood and Santa Isabel
40	22 nd Street – between Stater Brothers and Elden – south side of street
41	Harbor Blvd and 405 freeway – both sides
42	73 Freeway over Bear Street – both sides
43	Baker Street and 73 Freeway – both sides
44	Bristol and 73 Freeway – both sides
45	55 Freeway and Bristol Street – both sides
46	Baker Street and 55 Freeway – both sides
47	Paularino and 55 Freeway – both sides
48	Harbor Blvd – MacArthur Blvd to 19 th Street
49	Fairview Road – Sunflower Avenue to Newport Blvd
50	Sunflower Ave – Bear Street to Main Street
51	South Coast Drive – San Leandro Lane to Bear Street
52	South Coast Drive – Fairview Road to Harbor Blvd
53	Bear Street – Sunflower Ave to 405 Freeway
54	Bristol Street – Sunflower Ave to Baker Street
55	Avenue of the Arts – Sunflower Ave to Anton Blvd
56	Sakioka Drive – Sunflower Ave to Anton Blvd
57	Redhill Ave – 405 Freeway to McCormick Ave
58	Mesa Verde Loop – Adams Ave to Adams Ave
59	Adams Ave – Harbor Blvd to Fairview Rd

60	Golf Course Drive – Mesa Verde East to Tanager Drive
61	Merrimac Way – Harbor Blvd to Fairview Rd
62	Fair Drive Parkways – Harbor Blvd to Fairview Road
63	Victoria Street – Canyon Drive to Harbor Blvd
64	19 th Street – Park Ave to Fullerton
65	Newport Blvd – 19 th Street to 16 th Street
66	Golf Course Bike Trail (south side) – Placentia Ave to Harbor Blvd.
67	Golf Course Bike Trail (north side) – Tanager Drive to Harbor Blvd
68	Newport Blvd (south bound) – Bristol Street to 19 th Street between the curb and the Caltrans fence
69	Newport Blvd (north bound) – 19 th Street to Bristol Street between the curb and the Caltrans fence

Main City Arterials (Hardscapes, Sidewalks, Curb and Gutters)

1	Harbor Blvd – City limit to City limit
2	Fairview Road – City limit to City limit
3	Newport Blvd – City limit to City limit
4	Adams Ave – City limit to City limit
5	Victoria Street – City limit to City limit
6	Sunflower Street – City limit to City limit
7	Bristol Ave – City limit to City limit
8	Fair Drive – Harbor Blvd to Irvine Ave

Additional Areas

1	Rue De Cannes Parkway
2	Canyon Pl. and Wilson St. Easement
3	Bike Trail – Harbor Blvd, Joann Street, North side of Golf Course.
4	Sea bluff Parkway
5	Canyon Parkway
6	Canyon Parkway (Parsons School)
7	Andros/Elm Parkway
8	Pullman Parkway

9	Carnegie Parkway
10	Traffic diverters – Monrovia, National, Joann Street
11	Paularino – Parkway west of Manistee and Medians at the 55 Freeway

Barricaded Streets

1	Continental Ave and Oak St.
2	Federal St and Oak St.
3	Monrovia Ave and 20th St

End of Streets

1	Green St (Off of Watson St)
2	Dublin St (Off of Watson St)
3	Wake Forest Dr – E.O. College Dr.
4	Pacific Ave – N.O. Wilson St.
5	Yukon Ave
6	Parkview Circle
7	Jacaranda Ave.

EXHIBIT B

INDEX OF PUBLICLY OWNED ALLEYS IN THE CITY OF COSTA MESA

Alley #	Street	From	To	Page #
1	19TH STREET	MONROVIA	EAST END	1
2	VICTORIA STREET	SEA BLUFF	EAST END	6
3	PLACENTIA AVENUE	19TH	NORTH END	1
4	BANNING PLACE	PACIFIC	CANYON	
5	POMONA AVENUE	OHMS	16TH	4
6	PLUMER STREET	POMONA	ALLEY 7	1
7	ANAHEIM AVENUE	PLUMER	CENTER	1
8	19TH STREET*	HARBOR	NEWPORT	
9	18TH STREET*	HARBOR	NEWPORT	
10	PARK DRIVE	ANAHEIM	18TH	4
11	PALACE AVENUE	20TH	HAMILTON	1
12	STERLING AVENUE	20TH	POMONA	1
13	PALACE AVENUE	19TH	20TH	1
14	STERLING AVENUE	19TH	20TH	1
15	CHARLE STREET	BERNARD	CHARLE	1
16	HARBOR BOULEVARD	CHARLE	BERNARD	1
17	BERNARD STREET	BERNARD	BERNARD	1
18	BERNARD STREET	19TH	19TH	1
19	JOANN STREET	PLACENTIA	HARBOR	1
20	POMONA AVENUE	JOANN	ALLEY 19	1
21	MEYER PLACE	JOANN	ALLEY 19	1
22	FOUNTAIN WAY WEST	JOANN	ALLEY 19	1
23	FOUNTAIN WAY EAST	JOANN	ALLEY 19	1
24	FOUNTAIN WAY WEST	JOANN	WILSON	1
25	FOUNTAIN WAY EAST	JOANN	WILSON	1
26	CLUBHOUSE FRONT.	CLUBHOUSE	CLUBHOUSE	6
27	CLUBHOUSE CIRCLE	CLUBHOUSE	CLUBHOUSE	6
28	HICKORY DRIVE	PONDEROSA	ALLEY 29	2
29	PEPPERTREE LANE	ROYAL PALM	ALLEY 30	2
30	HARBOR BOULEVARD	BAKER	PONDEROSA	2

31	GISLER AVENUE	CORIANDER	CINNAMON	2
32	CORIANDER DRIVE	CORAL	ALLEY 33	2
33	CINNAMON AVENUE	CORIANDER	CARAWAY	2
34	CASSIA AVENUE	CARAWAY	WINTERGREEN	2
35	GINGER AVENUE	CARAWAY	WINTERGREEN	2
36	MACE AVENUE	CARAWAY	WINTERGREEN	2
37	HARBOR BOULEVARD	MACE	MACE	2
38	MACE AVENUE	NUTMEG	CORSICA	2
39	DEODAR AVENUE	NUTMEG	BAKER	2
40	BAY STREET	FORD	PARSONS	1
41	FORD STREET	PARSONS	FORD	1
42	NEWPORT BOULEVARD	HARBOR	19TH	1
43	PETERSON PLACE	PETERSON	ADAMS	2
44	BAKER STREET	COLLEGE	BAKER	2
45	FAIRVIEW ROAD	MCCLINTOCK	WEST END	2
46	FAIR DRIVE	VANGUARD	WEST END	5
47	COOLIDGE AVENUE	PAULARINO	BAKER	3
48	FILLMORE WAY	PAULARINO	ALBANY	3
49	FILLMORE WAY	ALBANY	BAKER	3
50	GARFIELD AVENUE	PAULARINO	BAKER	3
51	MENDOZA DRIVE	BAKER	MENDOZA	3
52	ORANGE AVENUE	OGLE	NORTH END	4
53	SPARKS STREET	ALLEY 52	WESTMINSTER	4
54	17TH STREET	SANTA ANA	TUSTIN	4
55	17TH STREET	IRVINE	WEST END	4
56	OGLE STREET	ORANGE	WESTMINSTER	4
57	OGLE STREET	WESTMINSTER	SANTA ANA	4
58	ORANGE AVENUE	16TH PL.	16TH ST.	4
59	SANTA ANA AVENUE	16TH	SOUTH END	4
60	RIVERSIDE PLACE	16TH	TUSTIN	4
61	NEWPORT BOULEVARD	ALLEY 62	NORTH END	4
62	16TH STREET	NEWPORT FRONT.	ORANGE	4

63	KNOX PLACE	ORANGE	WESTMINSTER	4
64	KNOX PLACE	WESTMINSTER	EAST END	4
65	KNOX PLACE	ORANGE	WESTMINSTER	4
66	KNOX STREET	WESTMINSTER	EAST END	4
67	PALMER STREET	WESTMINSTER	ORANGE	4
68	WESTMINSTER AVENUE	PALMER	15TH	4
69	PALMER STREET	WESTMINSTER	SANTA ANA	4
70	19TH STREET	ORANGE	WESTMINSTER	4
71	19TH STREET	WESTMINSTER	SANTA ANA	4
72	19TH STREET	TUSTIN	EAST END	4
73	TUSTIN AVENUE	19TH	FLOWER	4
74	19TH STREET	IRVINE	ALLEY 73	4
75	NEWPORT BOULEVARD	FLOWER	BROADWAY	4
76	FLOWER STREET	FULLERTON	ALLEY 75	4
77	FLOWER STREET	ORANGE	WEST END	4
78	FLOWER STREET	ORANGE	WESTMINSTER	4
79	FLOWER STREET	WESTMINSTER	SANTA ANA	4
80	FLOWER STREET	RAYMOND	TUSTIN	4
81	FLOWER STREET	TUSTIN	IRVINE	4
82	NEWPORT BOULEVARD	BROADWAY	MAGNOLIA	4
83	BROADWAY	FULLERTON	ALLEY 82	4
84	BROADWAY	ORANGE	WEST END	4
85	BROADWAY	ORANGE	WESTMINSTER	4
86	BROADWAY	WESTMINSTER	SANTA ANA	4
87	BROADWAY	SANTA ANA	RAYMOND	4
88	BROADWAY	RAYMOND	TUSTIN	4
89	BROADWAY	TUSTIN	IRVINE	4
90	NEWPORT BOULEVARD	MAGNOLIA	18TH	4
91	MAGNOLIA STREET	FULLERTON	ORANGE	4
92	MAGNOLIA STREET	ORANGE	WESTMINSTER	4
93	MAGNOLIA STREET	WESTMINSTER	SANTA ANA	4
94	MAGNOLIA STREET	TUSTIN	IRVINE	4

95	18TH STREET	SANTA ANA	EAST END	4
96	18TH STREET	18TH	IRVINE	4
97	NEWPORT BOULEVARD	CABRILLO	SOUTH END	4
98	CABRILLO STREET	WESTMINSTER	WEST END	4
99	17TH PLACE	SANTA ANA	RAYMOND	4
100	SANTA ANA AVENUE	17TH PL.	SOUTH END	4
101	17TH PLACE	RAYMOND	ALLEY 100	4
102	CABRILLO STREET	ORANGE	EAST END	
103	NEWPORT BOULEVARD	18TH	SOUTH END	4
104	FULLERTON AVENUE	20TH	FULLERTON	4
105	ROSEMARY PLACE	20TH	ORANGE	4
106	20TH STREET	WESTMINSTER	SANTA ANA	4
107	ESTHER STREET	WESTMINSTER	ALLEY 108	4
108	WESTMINSTER	ESTHER	WALNUT	4
109	ESTHER STREET	RAYMOND	TUSTIN	4
110	WALNUT STREET	WESTMINSTER	SANTA ANA	4
111	WALNUT STREET	SANTA ANA	RAYMOND	4
112	COSTA MESA STREET	FULLERTON	ORANGE	4
113	COSTA MESA STREET	SANTA ANA	RAYMOND	4
114	COSTA MESA STREET	TUSTIN	IRVINE	4
115	NEWPORT BOULEVARD	WILSON	SANTA ISABEL	5
116	NEWPORT BOULEVARD	23RD	WILSON	5
117	FAIRWAY PLACE	ORANGE	FAIRWAY DR.	5
118	LILLIAN PLACE	ORANGE	FAIRWAY DR.	5
119	MENDOZA DRIVE	MISSION	EL CAMINO	3
120	BAKER STREET	MENDOZA	ALLEY 125	3
121	LA SALLE AVENUE	MISSION	ALLEY 120	3
122	MISSION DRIVE	MENDOZA	LA SALLE	3
123	VALENCIA STREET	MENDOZA	LA SALLE	3
124	BEACH STREET	MEYER	POMONA	1
125	VALASCOLANE	SONORA	ALLEY 120	3
126	LUDINGTON STREET	TRAVERSE	NORTH END	6

127	JOANN STREET	PLACENTIA	WEST END	
128	CABRILLO STREET	IRVINE	WEST END	4

EXHIBIT B CONTINUED:
AREA MAPS

4-8 PRICING INFORMATION

The hourly pricing rate shall include the cost for all administration, supervision, labor, materials, tools, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements.

The standard unit of measurement for work to be completed is square footage. The volume of weeds, herbicide spraying and debris removed from individual alleys, lots, public right of ways and easements is addressed in Contractor's hauling cubic yards unit price and square footage of area maintained by herbicide application. In no other way shall the Contractor be compensated for amount of weeds and debris removed from the alley, street and lot or areas in which herbicide has been applied.

Section 6-9 – Liquidated Damages

The Contractor shall pay to the City of Costa Mesa the sum of \$250.00 per day, for each and every calendar day where work reported to the Contractor is not responded to and/or corrected per the Special Provisions.

Section 7-13 Laws to be observed

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

Section 9-3.3 Delivered Materials

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

Section 9-3.4.1 Hauling Of Materials

The Contractor shall comply with the solid waste hauling provisions set forth in the City of Costa Mesa Municipal Code Section 8-77. Failure to comply will result in an administrative penalty of \$1,000 or 3% of the project costs, whichever is greater.

Section 9-3.4.2 Water Supply

If water is needed for the work specified, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain service. 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.

**MISCELLANEOUS
CONTRACT
DOCUMENTS
(SAMPLE)**

ORIGINAL - COPY TO USEAGREEMENT

THIS AGREEMENT, dated _____, 2011, is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and _____ a California Corporation, ("CONTRACTOR").

CITY desires to maintain 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. Contractor agrees to provide services to the City in accordance with the terms and conditions of this Contract. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of contractors with special expertise in _____; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of Standard Specifications for Public

Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as "The Green Book"; Faithful Performance Bond and Payment Bond, including agent's Power of Attorney for each Bond; certificates of insurance; ; and all addenda setting forth any modifications or interpretations of those documents. 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 "Standard Specifications for Public Works Construction" (The Green Book).

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 _____, who shall be referred to herein as the Project Manager ("Project Manager").

4. 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 7.

5. 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 designee, and subject to his approval.

6. CONTRACT PRICE - \$ _____.

7. TERM AND TIME OF PERFORMANCE.

Work shall begin within ten (10) days after the date this Agreement is executed by CITY unless a later time is agreed upon in writing by the parties, and the Work shall be completed continuously for a base term of three years, from the date of the Agreement unless terminated earlier as set forth herein. The City, at its sole discretion, may exercise an option to extend the term for up to two one year periods. The City shall notify Contractor of its intention to exercise its option at least 30 days prior to the expiration of the base, or first option, term.

8. TERMINATION

The City may terminate this Contract at any time by giving the Contractor thirty calendar day's written notice. Notice of termination shall be by certified mail. Upon termination, the City shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by the City to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within five (5) calendar days of receipt of notice from the City cure such breach or violation, the City may immediately terminate this Contract and shall pay the Contractor only its allowable costs to date of termination.

9. 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 8 of this Agreement, charge to CONTRACTOR or his 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.

10. 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 8, 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 9, 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.

11. 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 decisions shall be final and binding upon CONTRACTOR and his sureties.

12. 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.

13. 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.

14. 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.

15. 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 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. Upon approval of the progress payment order by the CITY Engineer, or his 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.

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 thirty-five 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), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars (\$5,000).

16. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR shall pay Subcontractors for work that has been satisfactorily performed no later than ten (10) days from the date of CONTRACTOR's receipt of progress payments from the CITY. Within thirty (30) days of satisfactory completion of all work required of the Subcontractor, CONTRACTOR shall release any retainage payments withheld to the Subcontractor but in no instance later than seven (7) days after Contractor receives retention from CITY. In the event Contractor does not make progress payments or release retentions to the Subcontractors in accordance with the time period specified herein, CONTRACTOR will be subject to penalties payable to the Subcontractor in accordance with California Business and Professions Code section 7108.5.

17. 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 to secure payment of all claims

of laborers, mechanics, or material suppliers, subcontractors, and other persons named in Civil Code Section 3181 for the costs of materials, equipment, supplies and labor furnished in the course of the performance of the Contract. Contract bonds shall be on forms provided by the CITY and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the CITY. Any alternation, extension of time, extra and additional work and other changes authorized by the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

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 Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, more commonly known as "The Green Book." CONTRACTOR shall, at his 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 his furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

18. INDEMNIFICATION.

To the maximum extent allowed by law, the CONTRACTOR shall be responsible for and the CITY shall not be responsible for (1) any injury to or death of any person (including but not limited to any of CONTRACTOR's employees or subcontractors or the public) or (2) damage to any property if the injury, death or damage arises out of, is connected to, or in any way related to CONTRACTOR's work or the performance of this Contract.

CONTRACTOR shall defend, indemnify, and hold harmless the CITY and its elected and appointed boards, officers, agents, and employees and assigns of any of them (collectively referred to as "Indemnitees") from and against all claims, demands, liability, suits, actions, costs, or expenses for any and all loss or damage, including, but not limited to, personal injury or property damage, arising out of, connected to, or in any way related to Contractor's work or performance of this Contract (including the work or materials of its subcontractors and suppliers), except to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees' active negligence, willful misconduct or criminal acts. The duty of CONTRACTOR to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnity shall survive termination or acceptance of the Contract.

CONTRACTOR waives any and all rights to any type of express or implied indemnity against the Indemnitees. It is expressly understood and agreed that CONTRACTOR is to indemnify and save harmless the Indemnitees from the types of claims, suits, or actions specified above regardless of the existence of the Indemnitee's passive negligence.

Any person, firm or corporation that Contractor authorizes to work on CITY's property, including Subcontractors, shall be deemed to be an agent of the Contractor for

purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of Contractor's indemnity obligation described herein.

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 19 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 his 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.

19. INSURANCE.

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) Comprehensive 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 its 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.

20. PROOF OF INSURANCE.

Prior to award of the contract by the City Council of CITY, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the City Attorney.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight hours of labor shall constitute a legal day's work during any one 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.

22. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

23. 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 No. 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.

24. 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 Labor Code, Section 1735.

25. 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.

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:

The City of Costa Mesa
77 Fair Drive
Post Office Box 1200
Costa Mesa, California 92628-1200

Attention: Construction Management

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

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

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. 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.

30. 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.

31. ATTORNEY'S FEES.

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount determined by the Court to be reasonable.

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 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.

34. WAIVER.

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

35. HEADINGS.

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

36. COUNTERPARTS.

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

37. CORPORATE AUTHORITY.

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

38. 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.

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

ATTEST:

CITY OF COSTA MESA

City Clerk of the City of Costa Mesa

Mayor of the City of Costa Mesa

APPROVED AS TO FORM:

CONTRACTOR:

City Attorney

(Name)

Title: _____

APPROVED FOR CONTENT:

State License No.: _____

Federal Tax I.D. No.: _____

Project Manager

Address: _____

Telephone: _____

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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

<p>Name of Person or Organization: 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.</p>
<p>Location And Description of Completed Operations:</p>
<p>Additional Premium:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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

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

WC 04 03 06 (Ed. 04/84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

(The following 'clause' need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 a.m. standard time, forms a part of

Policy No. _____ Endorsement No. _____

of the Insurance Company

Issued to: _____

Policy Expiration Date: _____

Premium (if any): _____

Authorized Representative

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 _____% of the California workers compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Bond Number _____

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK**

(The premium charge on this bond is \$ _____, being at the rate of \$ _____ 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 (\$ _____), 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, conditions 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____.

City of Costa Mesa Form - Public Work 2/00

Bond Number _____

**LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT
PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has awarded to _____ hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: _____

_____ ; and

WHEREAS, said Contractor is required by the provisions of Chapter 7, Division 3, Title 15, Sections 3247-3248, Civil Code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We _____

the undersigned Contractor, as 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 (\$ _____), said sum being not less than one-half of the estimated amount payable by the said 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 and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the above contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. 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 to the work or to the specifications.

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

City of Costa Mesa Form - Public Work 2/00

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. _____

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Bond</td> <td style="width: 10%;">\$</td> <td style="width: 10%;">FEES</td> <td style="width: 10%;"></td> </tr> <tr> <td>Cash Deposit</td> <td>\$</td> <td></td> <td></td> </tr> <tr> <td>Issuance</td> <td>\$</td> <td></td> <td></td> </tr> <tr> <td>Inspection</td> <td>\$</td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td>\$</td> <td></td> <td></td> </tr> </table>	Bond	\$	FEES		Cash Deposit	\$			Issuance	\$			Inspection	\$			TOTAL	\$			<p>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</p> <p>Account # </p>	<p>PERMIT APPROVED FOR CITY ENGINEER</p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
Bond	\$	FEES																				
Cash Deposit	\$																					
Issuance	\$																					
Inspection	\$																					
TOTAL	\$																					

Permittee shall contact the City Inspector's office (754-6025) 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, 15-30 and 15-40.

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: _____ <div style="text-align: right;">Inspector</div> _____ <div style="text-align: right;">Date</div>

0183-62 mm, 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. _____ Contractor 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 in 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) 754-5123.

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 _____

