

ORIGINAL

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 20-07**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated June 2, 2020 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and NATIONWIDE CONTRACTING SERVICES, INC., a California corporation DBA NATIONWIDE GENERAL CONSTRUCTION SERVICES ("CONTRACTOR").

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of localized reconstruction of curb and gutter, cross gutters and spandrels, sidewalks, driveways, driveway approaches, and accessible ramps, and all other work necessary to complete the work in accordance with the specifications and Contract Documents, in the parkways located in the following maintenance zones:

- In Zone 4, the neighborhood bounded by E. 22nd St. to the north, E. 19th St. to the south, Santa Ana Ave. to the west, and the City limit to the east.
- In Zone 6, the neighborhood bounded by W. 19th St. to the north, W. 16th St. to the south, City limit to the west, and Placentia Ave. to the east.
- In Zone 7, the neighborhood bounded by W. 19th St. to the north, City limit to the south, Placentia Ave. to the west, and Newport Blvd. to the east.
- In Zone 8, the neighborhood bounded by E. 19th St. to the north, E. 15th St. to the south, Newport Blvd. to the west, and Santa Ana Ave. to the east.
- In Zone 13, the neighborhood bounded by I-405 freeway and Paularino Ave. to the north, Bristol St. to the south, SR 73 freeway to the west, and Bear St. and Bristol St. to the east.

- In Zone 15, the neighborhood bounded by I-405 freeway to the north, Adams Ave. to the south, Harbor Blvd. to the west, and Fairview Rd. to the east.
- In Zone 20, the neighborhood bounded by Baker St. to the north, Arlington Dr. to the south, Fairview Rd. to the west, and Newport Blvd. to the east.
- In Zone 21, the neighborhood bounded by Baker St. to the north, Adams Ave. to the south, Mesa Verde Dr. W. to the west, and Harbor Blvd. to the east.
- In Zone 29, the neighborhood bounded by I-405 freeway to the north, City limits to the south, SR 55 freeway to the west, and City limits to the east.

The Work is further described in the "Contract Documents" referred to below. The Work shall be performed in accordance with the City's specifications.

The Project is known as Citywide Parkway Maintenance (Zones 6 and 7) and New Sidewalk Construction Project, City Project No. 20-07 ("Project").

2. CONTRACT DOCUMENTS.

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

- a. This Agreement;
- b. CONTRACTOR's bid (Exhibit A);
- c. Notice inviting bids; complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions, including supplements, attachments, and exhibits (Exhibit B);
- d. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond (Exhibit C);
- e. Drug-Free Workplace Policy (Exhibit D);
- f. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- g. All addenda setting forth any modifications or interpretations of the above documents.

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

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT – PERFORMANCE OF WORK.

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

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

7. CONTRACT PRICE.

Three Million Three Hundred Forty-Two Thousand Three Hundred Twenty-Five Dollars (\$3,342,325.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within one hundred ninety (190) working days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

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

Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

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

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

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$250.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

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

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5)

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

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

14. INSPECTION BY CITY.

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

inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

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

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

16. PAYMENTS TO CONTRACTOR.

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

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

furnished labor or materials for the Work, if required by CITY.

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

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

Any delay or postponement of payment from the above referenced time frame may occur

only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

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

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

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

of twelve (12) months from the date that the Notice of Completion is recorded.

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

19. INDEMNIFICATION.

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

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation

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

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

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

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

and dismissal of all claims by the third party against the CITY.

20. INSURANCE.

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

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

(a) Workers' Compensation Insurance.

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

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

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

(b) Liability Insurance Coverage.

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

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken

out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

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

(1) Additional Insured:

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

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

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

22. LEGAL WORK DAY – PENALTIES FOR VIOLATION.

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

23. PREVAILING WAGE SCALE.

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

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

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the

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

26. NON-DISCRIMINATION.

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

27. CONTRACT ASSURANCE.

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

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

28. PROVISIONS CUMULATIVE.

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

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors

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

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

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

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

Nationwide Contracting Services, Inc.
10725 Ellis Ave. Unit I
Fountain Valley, CA 92708
Attn: Luicci Nader

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

Great American Insurance Company
801 S. Figueroa St. #800
Los Angeles, CA 90017
Attn: Khoi Tran

30. INDEPENDENT CONTRACTOR.

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

CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

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

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

32. VALIDITY.

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

33. GOVERNING LAW.

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

34. NO THIRD PARTY BENEFICIARY RIGHTS.

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

35. ASSIGNABILITY.

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

36. WAIVER.

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

37. HEADINGS.

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

38. COUNTERPARTS.

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

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

Date: 7/16/20

CONTRACTOR

Eli Nadell
Signature

Date: 06/22/2020

ELIE NADELL / CEO
Name and Title

[Redacted]
Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 7-17-2020

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 7/15/20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 6/24/2020

APPROVED AS TO PURCHASING:

Carol Molina
Carol Molina
Acting Finance Director

Date: 6/29/2020

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman
Public Services Director

Date: 7-6-2020

S. Yang
Seung Yang
Project Manager

Date: 6/24/2020

EXHIBIT A
CONTRACTOR'S BID

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE CITYWIDE PARKWAY MAINTENANCE PROJECT (ZONES 6 AND 7) and NEW SIDEWALK CONSTRUCTION, CITY PROJECT NO. 20-07, 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) DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED NINETY (190) WORKING DAYS from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL SCHEDULE

PROJECT "A": (Citywide Parkway and New Sidewalk)

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Remove and Reconstruct Curb & Gutter (C-6) (6" CMB with 2' AC Slot Pave)	13,820	L.F.	\$ \$62.00	\$ \$856,840.00
2	Remove and Reconstruct Curb & Gutter (C-8) (6" CMB with 2' AC Slot Pave)	1,560	L.F.	\$ \$69.00	\$ \$107,640.00
3	Remove and Reconstruct Type "A" Curb	100	L.F.	\$ \$28.00	\$ \$2,800.00
4	Concrete Sidewalk (4" Concrete over 4" CMB)	47,070	S.F.	\$ \$14.00	\$ \$658,980.00
5	Install Concrete V-gutter (6" Concrete over 6" CMB with 2' AC Slot Pave)	1,330	L.F.	\$ \$46.00	\$ \$61,180.00
6	Concrete Driveway/Driveway Approach (6" Concrete over 6" CMB)	27,010	S.F.	\$ \$16.00	\$ \$432,160.00

Subtotal (Sheet P-1) \$ \$2,119,600.00

L. N.
 Bidder's Initials

PROJECT "B": (E. 20TH St and Royal Palm Dr)

16	Remove Existing and Reconstruct Curb Ramp per Caltrans Std. Plan A88A	5	EA	\$ <u>\$5,750.00</u>	\$ <u>\$28,750.00</u>
17	Remove Existing and Construct 4" Thick PCC Sidewalk Over 4" CMB per City of Costa Mesa Std Plan No 411	1,050	SF	\$ <u>\$20.00</u>	\$ <u>\$21,000.00</u>
18	Remove Existing PCC Sidewalk and unclassified materials to a depth of 4' below the proposed finish grade and Construct 4" Thick PCC Sidewalk per details shown on plan	1,650	SF	\$ <u>\$25.00</u>	\$ <u>\$41,250.00</u>
19	Remove Existing and Construct Cross Gutter per City of Costa Mesa Std Plan No 415	1,760	SF	\$ <u>\$60.00</u>	\$ <u>\$105,600.00</u>
20	Remove Existing and Reconstruct Driveway	3	EA	\$ <u>\$5,525.00</u>	\$ <u>\$16,575.00</u>
21	Install Truncated Domes (Yellow)	4	EA	\$ <u>\$260.00</u>	\$ <u>\$1,040.00</u>
22	Install Striping, Legends, and Pavement Markers	1	LS	\$ <u>\$21,100.00</u>	\$ <u>\$21,100.00</u>

Project B Bid Total (Sheet P-1b) \$ \$235,315.00

PROJECT "A" AND "B" BID TOTAL (Sheet P-1 Plus P-1a Plus P-1b) \$ \$3,342,325.00

L.N.

 Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

NOTE:

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

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

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

L . N .
Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) Three Million Three Hundred Forty Two Thousand Three Hundred and Twenty Five Dollars

(\$ 3,342,325.00)

Contractor's Lawful Name: Luicci Nader in figures

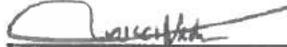
Nationwide Contracting Services, Inc. DBA
Nationwide General Construction Services
Bidder's Name: _____ Bidder's Initials: L. N.

Contractor's License No. 1031246 Expiration: 09/30/2021

Contractor's Taxpayer I.D. Number: 81-5325769

DIR Registration. Number: DIR1000057872

Dun & Bradstreet Number: 087650993

Signature:  Date: 4-7-2020

Contractor's Address: 10725 Ellis Ave, Unit I, Fountain Valley, Ca 92708

Telephone Number: (714) 369-2118 Mobile No.: (949) 500-0894

Fax Number: (562) 381-8315 E-mail: Luicci@nationwidegcs.com

24-Hour Emergency Contacts:

Luicci Nader
Name Telephone Number: (714) 369-2118

Mobile No.: (949) 500-0894

Elie Nader
Name Telephone No.: (714) 369-2118

Mobile No.: (562) 607-8886

Gabriel Castellanos
Name Telephone No.: (714) 369-2118

Mobile No.: (562) 200-1263

L. N.
Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

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

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

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of Three Hundred Thirty Five Thousand Dollars (\$ 335,000) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

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

L. N.
Bidder's Initials

Nationwide Contracting Services, Inc. DBA
Nationwide General Construction Service

Contractor's Business Name		
10725 Ellis Ave, Unit I.		
Business Address: Street		
Fountain Valley, Ca 92708		
City	State	Zip
714-369-2118		
Business Phone Number		
Luicci Nader. Vice President		
Name	Title	
Fountain Valley, Ca 92708		
City	State	Zip

Respectfully Submitted by:

Luicci Nader	Vice President
Contractor	Title
By	Title
1031246 A, B, C-8, C-12, C20, C21, & C-36	
Contractor's License No. and Classification	
4-7-2020	
Date	
6711 Pageant Dr, Huntington Beach, Ca 92648	
Residence: Street	
949-500-0894	
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: 81-5325769

Name Luicci Nader
Name Elie Nader
Name _____

Can Sign

X
X

Must Sign

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

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.

ELIE NADER (PRESIDENT, TREASURER)
LUICCI NADER (SECRETARY, MANAGER)

L.N.
Bidder's Initials

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

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>Apr 3, 2020</u>	
<u>2</u>	<u>Apr 3, 2020</u>	

CONSTRUCTION PROJECT REFERENCES

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

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator</u>
3-13-2019	Los Angeles academy Middle School ADA Barrier removal. LAUSD.	Paul Gomes. AOR 310-483-3682
4-30-2019	Bonita Elementary School. ADA Barrier Removal. LAUSD	Paul Gomes. AOR. 310-483-3682
8-15-2019	Robert Hill Lane School. ADA Barrier Removal LASUD.	George Milonopoulos 323-513-8565
6-20-2019	Grand View School. ADA Barrier Removal. LAUSD.	Jerry Stoddard 213 479 2656
11-15-2018	Wilson High School. ADA Barrier Removal. LAUSD.	Paul Gomes. AOR. 310-483-3682

L.N.
Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

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

Nationwide Contracting Services, Inc. DBA
Firm Name: Nationwide General Construction Services Phone: 949 -500-0894
Address: 10725 Ellis Ave unit i, Fountain Valley, Ca 92708 Fax: 562 381-8315

Contact Person: Luicci Nader No. of years in business: 4

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

Type of work/services/materials provided by firm? General Construction

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

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

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

BIDDER'S 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, Nationwide Contracting Services, Inc. DBA Nationwide General Construction Services as principals, and Argonaut Insurance Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten (10%) Percent of Their Greatest Amount Bid Not To Exceed* (\$10% of Their**) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

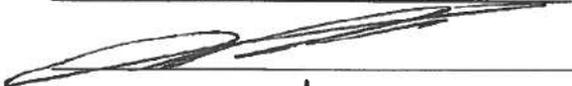
That is the certain proposal of the above bounden, Nationwide Contracting Services,***, if accepted by the City of Costa Mesa, and if the above bounden, Nationwide Contracting Services, Inc. DBA Nationwide General****, his heirs, executors, administrators, successors and assigns, shall duly enter into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

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 2nd day of April, 20 20.

Nationwide Contracting Services, Inc. DBA
Nationwide General Construction Services

Argonaut Insurance Company C/O CMGIA
20335 Ventura Blvd., Ste 426
Woodland Hills, CA 91364


Lucciano, Vice president


Stephanie Hope Shear, Attorney-In-Fact

Contractor/ Principal
(Notary Acknowledgement to be attached)

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

*\$400,000.00

**G.A.B. N.T.E. \$400,000.00

***Inc. DBA Nationwide General Construction Services

****Construction Services

Bond No.: CMGB0007016

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

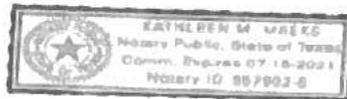
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 2nd day of April, 2020.



James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of LOS ANGELES)

On APR 02 2020 before me, SHIRLEY GIGGLES, NOTARY PUBLIC

Date Here Insert Name and Title of the Officer

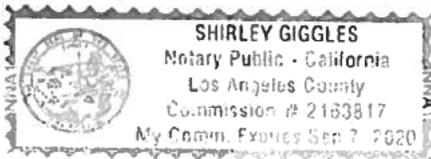
personally appeared STEPHANIE HOPE SHEAR

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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.

L.N.

Bidder's Initial

NONCOLLUSION AFFIDAVIT

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

Nationwide Contracting Services, Inc. DBA
~~Nationwide General Construction Services~~

Contractor Firm Name
Luicci Nader
Name of Principal
Vice President

Title

Signature

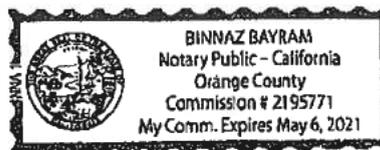
Subscribed and sworn to before me by:

Luicci Nader

This 6 day of April, 2020.

My Commission Expires: 05-06-2021


Notary Public



LN
Bidder's Initials

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Orange }
On April 06, 2020 before me, Binnaz Bayram, notary public
Date Here Insert Name and Title of the Officer
personally appeared Luicci Nader
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bidder's Bond to accompany proposal

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Luicci Nader

Corporate Officer - Title(s): Vice President

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

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

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

Dated: 4-7-2020

CONTRACTOR

Luicci Nader

Nationwide Contracting Services, Inc. DBA
Nationwide General Construction Services
Company Name

PROJECT: CITYWIDE PARKWAY MAINTENANCE (ZONES 6 AND 7) and NEW
SIDEWALK CONSTRUCTION, CITY PROJECT NO. 20-07

L.N.

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.

L.N.

Bidder's Initials

EXHIBIT B

NOTICE TO BIDDERS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

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

**CITYWIDE PARKWAY MAINTENANCE (ZONES 6 AND 7)
and NEW SIDEWALK CONSTRUCTION**

CITY PROJECT NO. 20-07

Prepared Under the Direction of



Baltazar Mejia, P.E.

City Engineer

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 **CITYWIDE PARKWAY MAINTENANCE (ZONES 6 AND 7) and NEW SIDEWALK CONSTRUCTION, CITY PROJECT NO. 20-07**, will be received by the City of Costa Mesa at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, before **10:00 a.m., TUESDAY, APRIL 7, 2020**, 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.

Bid Documents and other contract documents may be examined at the Office of the City Engineer, 4th Floor, 77 Fair Drive, Costa Mesa, California and at the Office of the City Clerk of the City of Costa Mesa. **Hard copies will NOT be available for purchase from the City.** For further information regarding this project, please contact Cristina Oquendo at cristina.oquendo@costamesaca.gov.

Complete bid sets will be available electronically, at no cost, via CIPLIST.com (third-party website) at [http://ciplist.com/plans/?Costa Mesa/city/11556](http://ciplist.com/plans/?Costa+Mesa/city/11556). All bidders shall register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidder's list, etc. It shall be the responsibility of the prospective bidders to download and print the bid documents for review and bid. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates. Each addendum will include a conformation sheet indicating receipt of the addendum. This sheet must be signed and included with the bid for each addendum issued. Bids which do not include the conformation sheet(s) for each addendum, if any, may be rejected.

The City of Costa Mesa does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source. The City shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information retrieved from any third party source.

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 Class "A" Contractor License (General Engineering Contractor) and also be pre-qualified as required by law.

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.

The Contractor shall comply with the provisions of Section 1770 to 1780, inclusive, of the California Labor Code; the prevailing rate and scale of wages established by the City of Costa Mesa, a copy of which may be obtained from the City Clerk of the City of Costa Mesa; and shall forfeit penalties prescribed therein for noncompliance of said Code.

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

March 4, 2020

Brenda Green
City Clerk,
City of Costa Mesa

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal form attached 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, its 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. Each Bidder is responsible for acknowledging addenda.
2. QUALIFICATION OF BIDDERS: Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid form.
3. BID SECURITY: Each bid shall be accompanied by either cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. NONCOLLUSION AFFIDAVIT: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. SIGNATURE: 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, in ink, the initials, and/or surname or surnames of the person or persons signing the bid.
7. DELIVERY OF PROPOSAL: Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

"SEALED BID"

For

**CITYWIDE PARKWAY MAINTENANCE (ZONES 6 AND 7) AND NEW SIDEWALK
CONSTRUCTION, CITY PROJECT NO. 20-07**

In the

CITY OF COSTA MESA – DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

8. **BID DEPOSIT RETURN:** Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
9. **TAXES:** No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
10. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
11. **AGREEMENT AND BONDS:** The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
12. **FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT:** In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
13. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

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

terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

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

extended by subsequent legislation. The summary of Section 9204 is specified as follows:

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

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

REQUEST FOR INTERPREARATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address: _____

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

Plan Sheet: _____

Specification Section:

INTERPRETATION REQUESTED:

REPLY: _____

TO A/E: _____

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

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **CITYWIDE PARKWAY MAINTENANCE PROJECT (ZONES 6 AND 7) and NEW SIDEWALK CONSTRUCTION, CITY PROJECT NO. 20-07**, 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) DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED NINETY (190) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL SCHEDULE

PROJECT "A": (Citywide Parkway and New Sidewalk)

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Remove and Reconstruct Curb & Gutter (C-6) (6" CMB with 2' AC Slot Pave)	13,820	L.F.	\$ _____	\$ _____
2	Remove and Reconstruct Curb & Gutter (C-8) (6" CMB with 2' AC Slot Pave)	1,560	L.F.	\$ _____	\$ _____
3	Remove and Reconstruct Type "A" Curb	100	L.F.	\$ _____	\$ _____
4	Concrete Sidewalk (4" Concrete over 4" CMB)	47,070	S.F.	\$ _____	\$ _____
5	Install Concrete V-gutter (6" Concrete over 6" CMB with 2' AC Slot Pave)	1,330	L.F.	\$ _____	\$ _____
6	Concrete Driveway/Driveway Approach (6" Concrete over 6" CMB)	27,010	S.F.	\$ _____	\$ _____
Subtotal (Sheet P-1)					\$ _____

 Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
7	Misc. Asphalt Concrete Pavement (not being paid in other bid items)	250	TON	\$ _____	\$ _____
8	Remove and Reconstruct Concrete Cross Gutter, Spandrel, Local Depression and Concrete Pad (8" PCC / 8" CMB with 3' AC Slot Pave)	9,470	S.F.	\$ _____	\$ _____
9	Remove and Reconstruct Parkway drain No. 2	3	EA	\$ _____	\$ _____
10	Construct Retaining Wall Variable Height (4 ft max)	380	L.F.	\$ _____	\$ _____
11	Install Truncated Domes (Yellow)	66	EA	\$ _____	\$ _____
12	Prune Tree Roots and Install Root Barriers	3,870	L.F.	\$ _____	\$ _____
13	Paint Curb	1,570	L.F.	\$ _____	\$ _____
14	Removal and/or Restoration of existing improvements per specifications (fences, parkway concrete, landscaping)	1	FA	\$5,000	\$5,000
15	Additional Work Items	1	FA	\$150,000	\$150,000

Subtotal (Sheet P-1a) \$ _____

PROJECT "A" BID TOTAL (Sheet P-1 Plus P-1a) \$ _____

Bidder's Initials

PROJECT "B": (E. 20TH St and Royal Palm Dr)

16	Remove Existing and Reconstruct Curb Ramp per Caltrans Std. Plan A88A	5	EA	\$ _____	\$ _____
17	Remove Existing and Construct 4" Thick PCC Sidewalk Over 4" CMB per City of Costa Mesa Std Plan No 411	1,050	SF	\$ _____	\$ _____
18	Remove Existing PCC Sidewalk and unclassified materials to a depth of 4' below the proposed finish grade and Construct 4" Thick PCC Sidewalk per details shown on plan	1,650	SF	\$ _____	\$ _____
19	Remove Existing and Construct Cross Gutter per City of Costa Mesa Std Plan No 415	1,760	SF	\$ _____	\$ _____
20	Remove Existing and Reconstruct Driveway	3	EA	\$ _____	\$ _____
21	Install Truncated Domes (Yellow)	4	EA	\$ _____	\$ _____
22	Install Striping, Legends, and Pavement Markers	1	LS	\$ _____	\$ _____

Project B Bid Total (Sheet P-1b) \$ _____

PROJECT "A" AND "B" BID TOTAL (Sheet P-1 Plus P-1a Plus P-1b) \$ _____

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

NOTE:

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

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

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

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) _____

_____ (\$ _____)

in figures

Contractor's Lawful Name: _____

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

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

DIR Registration. Number: _____

Dun & Bradstreet Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

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

Fax Number: (_____) _____ E-mail: _____

24-Hour Emergency Contacts:

Name Telephone Number: (_____) _____

Mobile No.: (_____) _____

Name Telephone No.: (_____) _____

Mobile No.: (_____) _____

Name Telephone No.: (_____) _____

Mobile No.: (_____) _____

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

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

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

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

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

Bidder's Initials

Respectfully Submitted by:

Contractor's Business Name

Business Address: Street

City State Zip

Business Phone Number

Name Title

City State Zip

Contractor Title

By Title

Contractor's License No. and Classification

Date

Residence: Street

Residence phone Number

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

Corporation

Taxpayer I.D. Number: _____

Name _____

Name _____

Name _____

Can Sign

Must Sign

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

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/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

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

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

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

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

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

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

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

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

BIDDER'S BOND TO ACCOMPANY PROPOSAL

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

KNOW ALL PEOPLE BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

IN WITNESS WHEREOF:

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

Contractor/ Principal
(Notary Acknowledgement to be attached)

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

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 Initial

NONCOLLUSION AFFIDAVIT

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

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

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

Notary Public

Bidder's Initials

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

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

Dated: _____

CONTRACTOR

Company Name

PROJECT: CITYWIDE PARKWAY MAINTENANCE (ZONES 6 AND 7) and NEW
SIDEWALK CONSTRUCTION, CITY PROJECT NO. 20-07

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

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, latest Edition, based on the latest edition of 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) CONTRACT DOCUMENTS | 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) ENGINEER | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER. |
| (e) BIDDER | Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for |

the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER.

(f) LEGAL ADDRESS OF CONTRACTOR

The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.

(g) LABORATORY

An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract.

1-3 ABBREVIATIONS

CALTRANS

State of California, Department of Transportation, Division of Highways

O.C.E.M.A.

Orange County Environmental Management Agency

L.A.C.F.C.D.

Los Angeles County Flood Control District

2-1.1 AWARD OF CONTRACT

The award of contract, if awarded, will be to the lowest responsible bidder 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-9b 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 subproposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a subproposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

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

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

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

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

CONTRACTOR shall provide the following:

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

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

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

2-5.1 PLANS AND SPECIFICATIONS

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.

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

Upon failure on the part of the Contractor to comply 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.

2-7.1 SOIL CONDITIONS

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

2-9.1 PERMANENT SURVEY MARKERS

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above require removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed land surveyor or civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction.

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

Unless a separate bid item is provided, full compensation for conforming to the requirements of this subsection shall be considered as included in the contract bid price paid for various other items of work, and no additional compensation will be allowed.

2-9.3 SURVEY SERVICE

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

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

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

Unless a separate bid item is provided, the payment for surveying, construction staking,

professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

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 therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the

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

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.

2-12 SPECIAL NOTICES

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

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

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

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.

4-1.4 TEST OF MATERIALS

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

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

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

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

5-1 UTILITIES: LOCATION

Locations of utilities shown on plans are approximate only and are based on a search of available records. Prior to commencing any other work, Contractor shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 5-1 of the Standard Specifications. Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. Contractor shall be responsible for any damage to existing utilities shown on the plan.

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

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.

5-4 UTILITIES: RELOCATION AND ABANDONMENT

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule his relocation work in cooperation with the utility owner and shall be responsible for any costs

resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way)

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

AT&T

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

Mesa Water District

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

Mpower Communications, Inc.

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

Orange County Sanitation District (OCSD)

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

Costa Mesa Sanitary District (CMSD)

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

Costa Mesa Sanitation District

Javier Ochiqui

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

Costa Mesa Sanitation District

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

Orange County Water District (OCWD)

Chris Olsen
PO Box 8300
Fountain Valley, CA 92728
(o) 714-378-3200
(c) 714-378-3240 (24-hour)
(f) 7814-378-3373
Email: colsen@ocwd.com utilityrequest@ocwd.com

CA Regional Water Quality – Santa Ana Region

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

Irvine Regional Water District

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

Irvine Ranch Water Dist-Development Services*

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

Irvine Regional Water District

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

(f) 888-496-1244
Email: jackson@irwd.com

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

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

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

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

SCE (Senior Compliance)
Susan Morgan
(o) 909-835-7527
(c) 909-835-7527
Email: susan.morgan@sce.com
*No pre-construction meeting notices BUT Susan Morgan and Monica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.

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

Send to: gail.gardner@sce.com

SCE (Service Planner – Orange Coast S/C)
Damon Humphrey
7333 Bolsa Ave.
Westminster, CA 92683
(o) 714-895-0534
(f) 714-895-5453
Email: damon.humphrey@sce.com

SCE (Service Planner – Orange Coast S/C)
Monica Balderas
7333 Bolsa Ave
Westminster, CA 92683
(o) 714-329-2778
(f) 714-895-5453
Email: monica.balderas@sce.com*

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

So Cal Gas (Transmission)
P. O. Box 2300
Chatsworth, CA 91313-2300
(o) 818-701-4546
(f) 818-701-2549
Email:
SoCalGasTransmissionUtilityRequest@semprautilities.com

So Cal Gas Co
Richard Clendineng
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-3262
(f) 714-634-3101
Email: rclendineng@semprautilities.com

So Cal Gas Co.
Peter Serrano
PO Box 3334, SC8321
Anaheim, CA 92803
(o) 714-634-5067
(f) 714-634-3101
Email: pserrano@semprautilities.com

Spectrum Time Warner Cable
Jose Roman
12051 Industry Avenue
Garden Grove, CA

(o) 714-591-4846
(c) 657-263-3641
Email: Jose.Roman@charter.com

Spectrum Time Warner Cable

Main Number
7142 Chapman Ave
Garden Grove, CA
(o) 714-903-8337 (disconnected)
(c) 714-709-3390
(f) 714-903-8260

Spectrum Time Warner Cable

Jeff Cox
Email: jeff.cox@twcable.com
Spectrum Time Warner Cable *utility requests*
Email: west-engineering-relo@twcable.com*
Spectrum Time Warner Cable
Angel Vega
(o) 714-591-4889
Email: Angel.Vega1@charter.com

Spectrum Time Warner Cable

Max Sandoval, Construction Coordinator
714-719-9629

Verizon Business Investigations

2400 N Glenville Dr
Richardson, TX 75082
(o) 972-729-6016
(o) 469-886-4238
(f) 972-729-6240
Email: investigations@verizon.com
*2nd email: chuck.czumak@verizon.com
Contact Verizon Business for issues involving:
Brooks Fiber Properties, Inc
MCI/metro Access Transmission Svcs
MCI Telecommunication Svcs
MFS Telecom, Inc
SouthernNet, Inc / WorldCom Network
Svc
Intermedia Communications, Inc
XO Communications

Charter Communications

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

Charter Communications

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

XO Communications (Verizon)

Matt Bergine
Engineer IV
Specialist-Network Engineering & Operations
T: 949 417-7841
C: 714 822-6207
matt.bergine@verizon.com
XO Communications
Swichboard
703-547-2000

Kinder Morgan

Jordan Neuner
(o) (310) 628-4350
Email: Jordan_neuner@kindermorgan.com
Karly Payne, Administrative Assistant
(o) (714) 560-4604
Email: karly_payne@kindermorgan.com

OCTA – Stops & Zones

Kyle Poff
550 S Main St
Orange, CA 92863
(o) 714-560-5883
(f) 714-560-5880
Email: kpoff@octa.net
OCTA (Detour Coordination)
Dispatch: 714-265-4330

Newport-Mesa Unified School District

Victor Garza
(o) 714-424-5080
Email: vgarza@nmusd.us
Newport-Mesa Unified School District
Tim Marsh, Administrative Director, Facilities Support
Svc.
(o) 714- 424-7527
Email: tmarsh@nmusd.us
Newport-Mesa Unified School District
Mary Gray
Email: mgray@nmusd.us

OC Fair & Event Center

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

DIGALERT.ORG

(24-HR) 811
2 days before digging

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

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.

6-4.3 NOTICE OF TERMINATION FOR DEFAULT

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

6-4.4 RESPONSIBILITIES OF SURETY

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

6-8.3 WARRANTY

The warranty period shall start on the date the work was accepted by the Board .

6-9 LIQUIDATED DAMAGES

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

6-10 OCCUPANCY

Should it become necessary, due to developed conditions, to occupy any portion of the

work before contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor.

7-2.3 PREVAILING WAGE RATES

Contractor shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2 commencing with Section 1770 of the California Labor Code and shall forfeit the sums prescribed therein for noncompliance with those provisions.

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

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

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.

7-3 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 their 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 requiring the use of 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.

7-8.1 CLEAN-UP AND DUST CONTROL

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

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

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

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

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.

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.

7-8.7.2 DRAINAGE CONTROL: EXCAVATION DEWATERING REQUIREMENTS

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

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation

of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

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

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

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

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 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.

7-10.3 HAUL ROUTES

The Contractor shall submit to the Engineer for approval the proposed haul routes for the project at least 5 working days to performing the work

7-10.5.3 STEEL PLATE COVERS

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

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.

9-3.2 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.

The amount retained and deducted by the BOARD shall be 5% of the progress estimates for all progress payments. No reduction in the amount of retention will be allowed. However, after 50% of the work has been completed, if the BOARD finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed. The final payment of the retention amount to the Contractor shall

be made thirty-five (35) days after the date of the recording of the Notice of the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the agency. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

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

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

9-3.2.1 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

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

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

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

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

9-3.2.2 PROMPT PAY MONITORING AND ENFORCEMENT OF PROGRESS PAYMENTS

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

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

1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.

3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.
- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
 1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
 2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

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.

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

Part 2

SPECIAL PROVISIONS

Additions/Modifications to Standard Specifications

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

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

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

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

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work and as specified and as shown on the Drawings and in the contract documents, 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 payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

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

Section 2-6 Work to be done

The work to be performed consists of: sawcutting, removal and reconstruction of curb and gutter, driveway/driveway approach, spandrel, cross gutter and sidewalk; traffic control; accessible ramps; mobilization; and all other work as required. The contractor shall furnish all materials, tools, equipment and incidentals necessary to perform and complete the work as shown on the plans and these contract documents, and to the satisfaction of the City.

Section 3-3.2.2 (a) Labor Surcharge

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

Section 3-3.2.3 Markup

- a. **Work by Contractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be as follows:

Equipment and Material: 15%

Labor: 20%

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

- b. **Work by subcontractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be the same as the ones allowed in 3-2.2.3(a). The allowance for the Contractor's overhead and profit to be added to the sum of the Subcontractor's costs and markup shall be 5%.

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

Section 5-1 Utility Location

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

Prior to commencing any work, the Contractor shall carefully excavate and determine precise locations and depths of all utility service lines, utility mainlines, irrigation systems and electrical systems, within the project site which may affect or be affected by the Contractor's operations. The Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. The Contractor shall remove any abandoned underground utility lines encountered during construction. The Contractor shall be responsible for any damage to existing utilities.

Section 6-1 Construction Schedule and Commencement of Work

The Contractor shall prepare and submit to the Engineer a written schedule of his work operations for the proposed project. The schedule shall be submitted for approval at the pre-construction conference. The Contractor's designated project superintendent shall be present at the pre-construction meeting.

Section 6-7 - Time of Completion

The Contractor shall begin work on the project within ten (10) working days after the contract has been awarded by the City Council. Said work shall be diligently prosecuted to completion before the expiration of **one hundred ninety (190) working days** beginning on the 10th working day after the award of the contract or the first day of commencement of the work, whichever occurs first.

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's delay in finishing the work in excess of the number of calendar days prescribed above.

Section 7-8 – Water Pollution Control

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

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

The Contractor shall and submit the completed NOI to the resident engineer for signature and submittal by the City to the Regional Board. Contractor shall also complete the Notice of Termination (NOT) and submit the completed form to the resident engineer for filing by the City with the Regional Board.

A copy of the latest permit is available at:

http://www.swrcb.ca.gov/stormwtr/gen_const.html#const_permit.

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

Storm Water Prevention Plan (SWPPP)

The Contractor is responsible for the preparation and implementation of a storm water pollution prevention plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including monitoring, sampling, post construction BMPs and other requirements of the SWPPP. The Contractor must prepare the SWPPP using the City template available on the City's website. Project post construction BMPs can be obtained from the resident engineer for use in completing the SWPPP.

The completed SWPPP must be signed by a person trained in SWPPP preparation and the training that qualifies them is identified in the SWPPP. The completed SWPPP must be submitted to the resident engineer for City review and approval. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

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

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

Erosion and Sediment Control Plans

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

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 9-1.2.1 Weight Ticket Requirements for Payment

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

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

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 9-3-2.1 Record Documents: Requirements for Partial and Final Payment

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

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

Section 9-3.4.1 Hauling Of Materials

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

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 total project cost, whichever is greater.

Section 9-3.4.2 Water Supply

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and

connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

Section 9-3.4.3 Equipment Requirement

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

PART 3 – SPECIAL PROVISIONS / BID ITEMS

PROJECT 'A' AND PROJECT 'B'

BID ITEM NO. 1 - TYPE C-6 CURB AND GUTTER WITH 2' AC SLOT PAVE

BID ITEM NO. 2 - TYPE C-8 CURB AND GUTTER WITH 2' AC SLOT PAVE

BID ITEM NO. 3 - TYPE "A" CURB

The Contractor shall sawcut and remove existing curb and gutter, and construct either Type "C-6" curb and gutter, "C-8" curb and gutter, Type "A" curb with maximum 8" curb height as per Standard Drawing No. 311, rolled curb and gutter and/or modified curb and gutter conforming to the City of Costa Mesa Standard drawing No. 312 and/or at locations marked in the field by the Engineer.

The work shall also include saw cutting, removal, and reconstruction of the adjoining asphalt concrete roadway (slot patch) of a minimum width of two-feet (2'). The replacement roadway structural section shall be 12" full depth AC for streets shown on the City's Master Plan of Arterial Highways and 6" AC/6" CMB on all other streets. The asphalt concrete shall be ¾" for base course and ½" for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

Six (6) inches of crushed miscellaneous base (CMB) shall be required under all new curb and gutter, and compacted to 95 percent relative density.

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

All roots and stumps encountered in the excavation limits shall be removed and/or ground to six (6) inches below subgrade.

Concrete for curb and gutter shall be 560-C-3250. Crushed Miscellaneous Base shall be ¾" fine.

The work shall also include removal and replacement of the interfering portions of existing curb drainpipe that lie in the path of the construction to be performed. Existing curb drainpipe shall be replaced with three inch (3") and four inch (4") inside diameter ABS Schedule 40 pipe for six inch (6") and eight-inch (8") curb height respectively. The work required includes the cutting and removal of existing pipe, constructing holes in new curbs where applicable, enlarging holes in the existing curb as required, connecting the upper end of the new pipe to the existing pipe and the lower end to the outside of the curb outlet, and related work as required. All work shall conform to Sections 306-7 and 308-5.2.3 of the Standard Specifications unless otherwise directed.

The work shall include replacement or relocation of any damaged irrigation lines and sprinkler heads to a condition equal to or better than existing; and replacement of any sod, landscaping and/or plants damaged as a result of the construction operations. Modified Class "A" Topsoil and sod shall be required.

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

The work shall also include replacement of any existing marked, labeled or stamped concrete on

the face of curb of existing utilities which include but not limited to water, sewer, gas, etc.

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

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

PAYMENT

Payment for the preceding shall be per the unit price bid per linear foot of C-6, C-8, and Type A curb and gutter and shall include saw cutting; the removal and disposal of existing curb and gutter; unclassified excavation; furnishing and placing 6" of CMB below curb and gutter; removal of existing tree roots in the area to be excavated; adjacent AC/CMB pavement replacement, construction of variable curb height to meet existing sidewalk and existing improvements; adjustment of the shallower 5% gutter pan to meet A.D.A. requirements; depressed curb for driveway approach and wheelchair ramps; curb drain removal, extension, and replacement; replacement of any damaged irrigation lines and sprinkler heads; replacement of any damaged sod and/or landscaping; replacement of damaged plants; replacement of any existing labeled locations of utilities on face of curb; replacements of any survey monuments and/or ties; replacement of any damaged traffic signal home-run or wiring to the signal pull box, and other work as required to complete the work. No additional compensation will be allowed.

Payment for the reconstruction of rolled curb and gutter as directed by the Engineer in accordance with the preceding criteria is included under the Bid Item for Type "C-6" curb and gutter.

Payment for the reconstruction of curb and gutter with a 6" curb face and a modified gutter pan of 24", as directed by the Engineer in accordance with the preceding criteria is included under the Bid Item for Type "C-8" curb and gutter.

BID ITEM NO. 4 AND 17: CONCRETE SIDEWALK (4" PCC / 4" C.M.B)

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk, which includes new wheelchair ramps including monolithic curb, sidewalk flares around obstructions, meandering sidewalk, and other miscellaneous concrete construction conforming to Section 303-5 of the Standard Specifications, APWA Standard Drawings and the City of Costa Mesa Standard Drawings Nos. 411, 412, and 413, (and 414 where necessary). Four inches (4") of crushed miscellaneous base (CMB) shall be required under all sidewalks, wheelchair ramps and flares. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements.

Concrete shall be class 520-C-2500. Crushed miscellaneous base material shall be ¾-inch (fine).

If there is asphalt concrete adjoining sidewalk to be reconstructed, one-foot (1') of the adjoining pavement shall be removed and replaced with a structural section of 4" AC. The asphalt concrete class and grade shall be Type III-C3-PG64-10 (½" sieve size) for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

Wheelchair ramp construction shall conform to Standard Drawing No. 416, and Cal-Trans Standard Drawing No. RSP A88A adjusted to meet the latest ADA regulations and requirements, and the Contractor shall construct all necessary retaining curb as required. The work shall include the relocation of street signs to a condition equal to or better than existing. It shall also include the construction of the variable height-retaining curb at the back of the curb ramp. The width of the wheel chair access ramp "W" shall be a minimum of five foot wide.

If the location marked by the Engineer consists of removing existing improvements and constructing new concrete sidewalk, the work shall include the removal and disposal of the existing improvements, clearing and grubbing (including tree roots to a depth of 6" below subgrade), excavation, compaction, and furnishing and placing 4" of CMB.

If the location marked by the Engineer consists of removing existing landscaping and dirt improvements and constructing new concrete sidewalk, the work shall include the removal and disposal of the existing improvements, clearing and grubbing (including tree roots to a depth of 6" below subgrade), excavation, compaction, furnishing and placing 4" of CMB, and regrading the area next to the newly constructed sidewalk to join existing at 1:6 grade.

The Contractor shall protect all existing drainage pipes, bus benches, bus shelters and other structures and other existing improvements not designated to be removed in-place and intact.

Contractor shall adjust to grade existing water meter boxes (WM) and traffic signal pullbox to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes and traffic signal pullboxes shall be removed and replaced by the Contractor. Contractor shall contact Mesa Water District or Irvine Ranch Water District to obtain and pickup new WM box. Contractor shall contact Engineer for the procurement of new traffic signal pullboxes. WM box and traffic signal pullbox shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section). The Contractor shall provide a new post in case the existing one cannot be saved and the Engineer in the field will determine that. Also, the Contractor shall relocate any street signs, which interfere, or conflict with construction. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on attached Detail Drawings included in the contract document.

Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 7-9 of the Standard Specifications. During construction, the Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust them to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe size to match existing but no less than ½" schedule 40, PVC pipe to tie into existing pipes, new sprinkler heads equal to or better than existing, and all appurtenances. All work shall conform to Sections 212-2 and 308-5 of the Standard Specifications and as directed by the Engineer.

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

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

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

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

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

The Contractor shall furnish and place Modified Class "A" Topsoil and new sod or seed in accordance with Section 212-1 and Section 308 of the Standard Specifications for parkways and behind the right-of-way areas.

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

The Contractor shall place new sod or seed to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations.

The Contractor shall also place new sod or seed for filled and regraded areas. The Contractor may be directed by the Engineer to sod or seed other areas as necessary in conformance with these Specifications.

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

PAYMENT

Payment for the preceding requirements shall be per the unit price bid per square foot of new sidewalk and shall include:

1. Saw cutting, clearing and grubbing, unclassified excavation, furnishing and placement of 4" CMB, placement of concrete, construction of wheelchair ramps in compliance with ADA and Title 24 guidelines, monolithic curb at wheel chair ramps, removing tree roots encounter within the excavation limits, blocking out and/or widening existing tree wells.
2. Restoration of sprinkler systems including any reducers required for different pipe sizes, and from existing or new pipes to the sprinkler heads, connection points, all fittings, all tees and ells, backfill material for pipe trench, and all miscellaneous materials for proper installation and/or modification for construction of complete sprinkler system
3. Furnish and place Modified Class "A" Topsoil, landscaping, plants and new sod.
4. Re-grading the areas adjacent to the new sidewalk construction to transition to join new improvements at 1:6 grade.
5. Installing 4' wide concrete walkway in the parkway or as directed by the Engineer in the field.
6. Remove and replace existing PCC improvements in the parkway or behind R.O.W. at the marked limits, including tree well widening locations or as directed by the Engineer in the field.
7. Adjusting water meter boxes, water valves, and traffic signal pullbox to grade.
8. Protect in-place the existing mailboxes. If mailbox location does not meet U.S.P.S. Standards, relocate and install new posts and reattach.
9. Grind or remove existing tree roots in the excavation limits (trees were previously removed by others).
10. Removing misc. parkway concrete, widening areas at tree wells and/or areas of existing pavers, and replacing with modified Class "A" topsoil to join existing.
11. Replacement, or repair to the existing curb drains during construction operations.
12. Removal and/or relocation of existing fences from the public right-of-way.
13. One-foot (1') width AC slot patch behind sidewalk adjacent to asphalt concrete paved areas at required locations.

No additional compensation will be allowed.

BID ITEM NO. 5: REMOVE AND RECONSTRUCT CONCRETE V-GUTTER (6" PCC/6" CMB WITH 2' SLOT)

The Contractor shall saw cut and remove existing and construct new 6" thick concrete V-gutter over 6" crushed miscellaneous base conforming to the City's requirement and City's Standard Drawing 118, at locations marked in the field by the Engineer.

The work shall also include saw cutting, removal, and reconstruction of the adjoining asphalt concrete roadway (slot patch) of a minimum width of two-feet (2'). The replacement roadway structural section shall be 12" full depth AC for streets shown on the City's Master Plan of Arterial Highways and 6" AC/6" CMB on all other streets. The asphalt concrete shall be ¾" for base course and ½" for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

Six (6) inches of CMB shall be required under concrete V-gutters and compacted to 95 percent relative density.

Concrete for V- gutter shall be 560-C-3250. Crushed Miscellaneous Base shall be ¾" fine.

If the location marked by the Engineer consists of removing existing improvements and reconstructing existing concrete V-gutter, the work shall include the removal and disposal of the existing improvements, clearing and grubbing (including tree roots to a depth of 6" below subgrade), excavation, compaction, and furnishing.

Contractor shall coordinate the work with City Maintenance Services staff and protect in place all existing City irrigation facilities and mainlines.

Payment:

Payment for the preceding shall be per the unit price bid per linear foot of V-gutter and shall include saw cutting; the removal and disposal of existing concrete; unclassified excavation; removal of existing tree roots in the area to be excavated; excavation, compaction, regrading, concrete; placement of new concrete; adjacent AC/CMB pavement replacement, replacement of any damaged irrigation lines and sprinkler heads; replacement of any damaged sod and/or landscaping; replacement of damaged plants; steel plates for traffic control requirements and other work as required to complete the work. No additional compensation will be allowed.

BID ITEM NO. 6 AND 20 : CONCRETE DRIVEWAY/DRIVEWAY APPROACH (6" PCC / 6" C.M.B)

The Contractor shall sawcut, remove existing, and construct new driveway (DW); driveway approach (DA); concrete pad; and/or alley approach conforming to the City's requirement and City's Standard Drawings 513 and 514, with modifications to meet ADA regulations. Lines and grades for new improvements shall meet existing improvements or as directed by the Engineer.

Six (6) inches of CMB shall be required under driveway/approach/alley entrance/concrete pad.

As directed by the Engineer in the field, the Contractor shall dowel No. 4 bars, 2 feet (2') long at 2 feet (2') on center, starting one foot (1') from edge (approximately five bars) at cold joints.

Concrete shall be class 560-C-3250.

The newly constructed driveway approach shall include (1) foot wide and (6) inches deep asphalt concrete slot paving when joining into an existing on-site private improvements.

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

PAYMENT

Payment for the preceding requirements shall be per the unit price bid per square foot and shall include, sawcutting, removal and disposal of existing concrete improvements, unclassified excavation, furnishing and placement of CMB, new concrete, removal and replacement of adjacent existing pavement, (1') wide by (6") deep AC slot paving on adjacent property; repair of irrigation lines damaged by contractor; restoration of landscaping, plants and sod damaged by contractor; repainting of markings of adjacent driveways damaged and/or removed in area that was asphalt slot patched; steel plates for traffic control requirements; and all other work as required to complete the work.

No additional compensation will be allowed.

BID ITEM NO. 7: MISCELLANEOUS ASPHALT CONCRETE PAVEMENT

This item of work does not include the AC pavement work that is required for Bid Items No. 1-6.

At the direction of the Engineer, the contractor shall sawcut, remove, and construct new asphalt pavement. Limits, lines, and grades shall be marked or as directed by the Engineer in the field. For residential streets, the minimum structural section shall be of 6" AC over 6" CMB or as directed by the Engineer in the field. For arterial streets, the minimum structural section shall be 12" AC over 12" CMB or as directed by the Engineer in the field.

Tack coat shall comply with the provisions of the "GREENBOOK."

The asphalt concrete class and grade shall be Type III-B2-PG64-10 ($\frac{3}{4}$ " sieve size) for base course and Type III-C3-PG64-10 ($\frac{1}{2}$ " sieve size) for surface course. Surface course shall be a minimum two inches (2") thick as covered in Section 400-4 of Standard Specifications (latest edition).

The contractor acknowledges that this bid item will only be used at the discretion of the Engineer to transition and join new construction to meet existing field conditions and/or to repair damaged asphalt pavement.

The quantities for this bid item shall be limited to the work directed by the Engineer and no adjustments for increased compensation shall be allowed for substantial reductions.

PAYMENT

Payment for the preceding requirements shall be per the unit price bid per ton of asphalt concrete, and shall include AC material, furnishing and placement of CMB, sawcutting, unclassified excavation, removal and disposal of existing AC improvement, Tack Coat, and all other work as required to complete the work. No additional compensation will be allowed.

BID ITEM NO. 8 AND 19: REMOVE & RECONSTRUCT CONCRETE CROSS GUTTER, SPANDREL LOCAL DEPRESSION & CONCRETE PAD (8" PCC / 8" CMB)

The Contractor shall sawcut, remove and reconstruct concrete cross gutters and spandrels in conformance with Section 303.5 of the Standard Specifications, and City Standard Drawings No. 415, with lines and grades to meet existing. Eight (8) inches of compacted (95%) crushed miscellaneous base shall be placed under new concrete improvements. Only when new concrete improvement will be constructed in two different parts to comply with traffic control requirements, will construction joint be allowed.

Concrete shall be 560-C-3250, high early mix. No calcium chloride shall be allowed.

Crushed Miscellaneous Base shall be $\frac{3}{4}$ " fine.

New improvements shall be constructed in such a manner as to match existing improvements and field condition with proper grade to form a safe and smooth riding surface. The new cross gutter shall be either 6' wide or 8' wide, this determination shall be made by the Engineer.

Where new cross gutter joins existing cross gutter or spandrels, or where new concrete is to be constructed in two different parts, the Contractor shall dowel 2'-0" long, No. 4 bars into existing concrete. Bars shall be spaced 1'-0" on center beginning 6" from the edge.

The work shall also include removal and reconstruction of a minimum three (3) foot width of structural section of the pavement adjacent to the cross gutter and spandrel. The structural section to be replaced shall be 8" AC/8" CMB. The asphalt concrete class and grade shall be $\frac{3}{4}$ " for base course and $\frac{1}{2}$ " for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

PAYMENT

Payment for the preceding shall be per the unit price bid per square foot and shall include, saw cutting, removal and disposal of existing concrete improvements, unclassified excavation, furnishing and placement of CMB, new PCC concrete, removal and replacement of adjacent existing pavement, (3') wide, 8" AC / 8" CMB pavement, and steel plates for traffic control requirements. No additional compensation will be allowed.

BID ITEM No. 9: SAWCUT, REMOVE EXISTING & CONSTRUCT CONCRETE PARKWAY DRAIN No. 2

The Contractor shall sawcut, remove and dispose of portions of the existing parkway as necessary at locations marked in the field by the Engineer to facilitate the construction of the new concrete parkway drain structure. The parkway drain shall conform to the City of Costa Mesa Standard Drawing No. 418, and applicable sections of the Standard Specifications. Concrete shall be class 560-C-3250.

The Contractor shall protect all existing drainage pipes and structures and other existing improvements not designated to be removed or abandoned.

PAYMENT

Payment for the preceding shall be per the unit price bid per each for Sawcut, Remove Existing & Construct Concrete Parkway Drain No.2 and shall include sawcut, removal and disposal of all interfering portions of the existing catch basin and miscellaneous improvements, trenching, excavation, subgrade preparation, backfill, trench resurfacing, and all labor, tools, equipment, materials, and incidentals required to complete the work. No other compensation will be allowed.

BID ITEM No. 10: REMOVE & RECONSTRUCT CONCRETE RETAINING WALL VARIABLE HEIGHT

The contractor shall construct concrete masonry retaining wall per City Standard Drawing and Section 303-4 of the Green Book.

The maximum height wall will be four (4) feet (from bottom of the footing to the top of retaining wall). Some areas adjoining the retaining wall will be lower or higher than the new retaining wall grade. At these locations, the Contractor shall be required to regrade them to a slope 2:1 from the edge of the retaining wall to meet the existing ground. The Contractor may be directed to regrade beyond the above ratio where necessary. Also, the Contractor shall fill all low areas to meet new or existing grade by using uncontaminated project excavation material. All regraded or filled areas shall need four (4) inch thick Modified Class "A" topsoil for placing new sod; therefore, the Contractor shall fill or excavate these areas accordingly.

PAYMENT

Payment for the preceding shall be per the unit price bid per linear foot of concrete retaining wall in place and shall include excavation, footing, modification of the wall height to meet the existing condition, and transitional work. Regarding the areas behind the wall, all excavation, necessary fill for new slope, topsoil, new sod, relocation of water service lines, and other related work as required. No additional compensation will be allowed.

BID ITEM NO. 11 AND 21: INSTALL ADA TRUNCATED DOMES (YELLOW)

Contractor shall install Replaceable Detectable Warning Surface (Truncated Domes) on ramps per current Caltrans Standard Drawing No. RSP A88A and manufacturers requirements, as directed by the Engineer. The detectable warning surface shall be Armor-Tile replaceable truncated domes or approved equal. Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent. Contractor shall submit a sample of the detectable warning surface to the Engineer for approval, prior to the start of construction. The color shall be yellow unless otherwise specified. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the Engineer.

PAYMENT

Payment for the preceding shall be per the unit price bid per each install in accordance with the manufactures recommendations. and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to complete the construction of detectable warning surface which has been retrofitted to existing ramps as indicated. No additional compensation will be allowed.

BID ITEM NO. 12: PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS

Where shown on attached spreadsheets, tree roots shall be cut and removed to a minimum depth of six inch (6") below the subgrade of proposed new construction. Root barriers shall be installed adjacent to the proposed new construction to existing trees of trunk diameters of more than six inches (6"). Installation of root barriers shall be per manufacturer's recommendations and guidelines under the following.

Root removals and barrier installation shall be completed on only one side of the tree where reconstruction is proposed.

Please notify the Engineer if an abundant amount of roots have been removed or if roots are two (2) inches or more in diameter that are to be removed.

Root Pruning

Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated by the Engineer. Root pruning cuts adjacent to the sidewalk shall be four inches (4") wide, twelve inches (12") deep, and minimum of eight feet (8') in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four inches wide, eighteen inches (18") deep, and a minimum of eight feet (8') in each direction from the centerline of the tree as measured from the top of the curb or other improvements.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scarping or marking the sidewalk.

After the pruning cut has been completed, the Contractor shall install the appropriate amount of root pruning barrier by Deep Root Corporation, or an approved equal. All cuts shall be backfilled immediately upon completion of root pruning and barrier installation at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.

The Contractor shall be responsible for contacting Underground Service Alert (USA) 1-(800) 422-4133 for locating underground utilities prior to the beginning of the root pruning operation.

Root pruning shall not take place if the tree has a lean. Please notify the Engineer if a tree is leaning.

Root Barriers

The contractor shall furnish and install root control barrier. The root control barrier shall have a minimum depth of eighteen inch (18") with a minimum thickness of 0.06". Root control barriers shall be sixteen feet (16') long in one continuous piece (preferred). Combinations of pieces shall be one eight foot (8') panel and two – four foot (4') panels; eight foot (8') panel shall be on center of each tree and as directed by the Engineer. Root barriers shall be securely fastened with adhesive at joint points.

All materials must be maintained in good condition from delivery to completion of installation. If any defects are found, the defected panes must be removed and replaced at no additional cost to the City. All other details for installation are explained in O.C.E.M.A Std. Plan No. 1708. No root control barriers are needed around existing palm trees.

The Contractor shall be responsible for protecting and supporting all existing utilities. When damage to existing utilities is caused by the Constrictor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Section 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 to the Contractor.

Root barriers shall not be installed on the non-lean side of a tree.

PAYMENT

Payment for this item shall be made at the contact unit price bid per lineal foot of root barrier installed and shall include provisions for all excavation; cutting, removal, and disposal of existing root systems; and back fill required to install the root barrier.

No further compensation will be allowed.

BID ITEM NO. 13: PAINT CURB

Where existing red or yellow curb is removed and reconstructed, the Contractor shall paint the newly constructed curb (the curb face and top of curb) red or yellow. The red paint material shall be waterbase and shall be Pervo Paint, Red Curb Paint #3123 or approved equal. The yellow paint material shall be waterbase and shall be Pervo Paint, Yellow Curb Paint #6003 or approved equal.

All work shall comply with Sections 59-1 and 59-6 of the Caltrans' Standard Specifications. The painting of the newly constructed curbing shall be completed within seventy-two (72) hours after the new curb and gutter was poured.

Paint residual shall not remain on the sidewalks, gutter pans, or other places beyond the limits of the curb face and the top of curb painted. The Contractor shall remove the paint beyond the limits as soon as possible after the painting is completed.

The Contractor shall notify the Engineer at least two (2) working days prior to commencement of the work. All work shall be performed to the satisfaction of the Engineer.

PAYMENT

Payment for the preceding shall be per the unit price bid per linear foot and shall include paint materials, labor, equipment and other work required. No additional compensation will be allowed.

BID ITEM No. 14: REMOVAL AND/OR RESTORATION OF EXISTING IMPROVEMENTS PER SPECIFICATIONS (FENCES, PARKWAY CONCRETE, LANDSCAPING)

Contractor shall remove all existing improvements from the public right-of-way including, but not limited to; fences, walls, driveways, bricks, pavers, relocation of existing drain pipe, removing tree roots and restoring planters, landscaping and irrigation system.

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

PAYMENT

Payment for all the preceding shall be at force account for work performed for Removal and Restoration of existing improvements and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. Bid item work will only be performed if required, and approved by the Engineer.

No additional compensation will be allowed.

BID ITEM No. 15: ADDITIONAL WORK ITEMS

At the direction of the Engineer, the contractor shall provide labor, equipment, and materials for the additional work beyond the scope of work established within the Green Book. Work will include, but not be limited to; delivery of additional newsletters; disposal of materials; potholing; furnishing and installation of informational signs; and related work, and will only be performed if required, and approved by the Engineer. The contractor acknowledges that this bid item will only be used at the discretion of the Engineer.

PAYMENT

The contractor shall be paid at force account for work performed under this bid item that was directed by the Engineer.

PROJECT "B":

BID ITEM NO. 16: REMOVE EXISTING AND RECONSTRUCT CURB RAMP

This Item shall consist of the removal of existing PCC improvements and construction of PCC curb ramp with detectable warning device, including excavation, root removal, protection and/or replacement of existing drains, if any, subgrade preparation, backfill, compaction and cleanup, as shown on the Plan, and/or as marked in the field. The limits of removal and reconstruction for each ramp shall be as shown on the plan and as directed by the City, shall include the curb, gutter, sidewalk, within the curb return.

The contractor shall verify and coordinate with the City for the exact location of Right-of-Way/Property line.

DETECTABLE WARNING SURFACES:

Construction of Detectable Warning Surfaces shall be part of construction of Curb Ramp.

Sawcut, remove and construct AC. Slot pavement:

Sawcut, remove and construct AC. Slot pavement shall be part of construction of Curb Ramp.

Sidewalk and Curb & Gutter:

Sidewalk and Curb and Gutter adjacent to construction of curb ramp shall be part of construction of Curb Ramp.

Concrete shall be class 520-C-2500.

Payment

Payment for all the preceding shall be at Each (EA) unit price bid for Remove Existing and Reconstruct Curb Ramp and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

BID ITEM No. 18: REMOVE EXISTING AND RECONSTRUCT 4" THICK PCC SIDEWALK OVER 4" CMB AND REMOVE UNCLASSIFIED MATERIALS 4' DEPTH BELOW PROPOSED FINISH GRADE

The Contractor shall construct concrete sidewalk as shown on the plans or as directed by the Engineer. All work shall conform to Sections 303 of the Standard Specifications and the Project Plans, unless otherwise directed. Construction of 4" thick Concrete Sidewalk:

The Contractor shall construct new concrete sidewalk construction conforming to Section 303-5 of the Standard Specifications and the Project Plans with lines and grades to meet existing. In order to meet ADA requirements, cross slope of new sidewalk shall be 2%. The Contractor may be directed to construct new concrete walkways or steps in landscaped areas and on private property, where required.

The Contractor shall sawcut and remove existing asphalt concrete or existing concrete sidewalk within construction limits where encountered for constructing new sidewalk. The remaining asphalt concrete or PCC pavement adjacent to new sidewalk shall be protected in-place and intact. Any damage caused by the Contractor shall be replaced at no cost to the City.

The Contractor shall protect all existing drainage pipes and structures and other existing improvements not designated to be removed in-place and intact.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 36" clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Once work is started, the Contractor has ten (10) working days to perform and complete all work (hard and softscape) at each location. Concrete shall be class 560- C-3250

Contractors shall remove and construct sidewalk located on Royal Palm Dr and Myrtlewood Street conform to the details shown on the plans and the geotechnical report. After removal the damaged sidewalk around catch basins, the subgrade should be over excavated to a minimum depth of 4 feet below the existing ground surface. The bottom 1 foot of the excavation should be backfilled with compacted crushed aggregate base material. The aggregate material should be wrapped at the bottom and sides and top with a non-woven polypropylene geotextile, such as Mirafi 500X or equivalent. The upper 3 feet of the excavation should then be backfilled with imported fill and recompacted to a least 95 percent relative compaction as determined by ASTM D1557.

PAYMENT

Payment for all the preceding shall be per Square Foot (SF) unit price bid and shall be considered full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed.

BID ITEM NO. 22: INSTALL STRIPING AND PAVEMENT LEGENDS (INCLUDING THERMO-PLASTIC,)

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings. The striping, markings and signing shall be reinstalled at existing locations in accordance with the City Standard Plans and as specified by the Engineer.

The installed material shall be plainly visible to the motorists both day and night. Nighttime visibility shall be by a retro-reflector induced by ordinary headlights.

Costa Mesa Street Striping Standards

The Contractor shall conform to the following requirements:

1. All traffic lines shall conform to the Caltrans Standard Plans and Standard Specifications, (2015 edition) and any amendments thereto, and these Special Provisions.
2. The following striping details shown in Caltrans Standard Plans A20A-D and A24A-E shall be routinely used for traffic lines.

<u>Line</u>	<u>Detail</u>	<u>Pavement Marker Info</u>
Double Yellow	22	Type C & D
Skip White (Posted # 40)	9 & 12	Type G
Two-Way Left-Turn Lane	32	Type D
Channelizing Stripe	38A	None
Lane Drop Stripe	37	Type G

3. Painted skip strip will be allowed in certain instances when it is not advisable to emplace a long-life line due to line location, pavement condition, or special circumstances.
4. All crosswalks, turn arrows, stop and yield bars and messages, and all other pavement legends shall be installed in thermoplastic.
5. Bike lane stripes shall be painted. The stripe may be 6" or 8" wide to match existing.
6. All striping that is to be removed must be removed by the wet sandblasting method with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed.
7. Any painted curb removed or damaged during construction shall be repainted in kind (i.e., red, yellow, green, white).
8. The first three (3) raised pavement markers for any white line at an intersection shall be Type "C" for the opposite direction of travel.
9. Two coats of paint shall be applied. The second coat shall be applied seven (7) days following the first application.

Thermoplastic Pavement Marking Material

All stop bars, crosswalk messages, and arrows shall be replaced using thermoplastic, and conform exactly to the City of Costa Mesa stencil types.

Thermoplastic shall be composed of Alkydoid/Maleic Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic.

On all dry pavement surfaces binder/sealer shall be applied to the area where hot thermoplastic pavement markings are to be placed. The binder/sealer shall be that recommended by the manufacturer of the thermoplastic material. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside of the finished pavement markings. All solvents shall have evaporated from the binder/sealer prior to the application of the molten thermoplastic materials.

Traffic Striping

Remove Traffic Stripes, Pavement Markings, and Pavement Markers

Traffic stripes and pavement markings shall be removed to the fullest extent possible from the pavement by wet sandblasting or any other method approved by the Engineer that does not materially damage the surface or texture of the pavement or surfacing. Sand or other material deposited on the pavement as a result of removing traffic stripes and markings shall be removed on the same day as marking removal.

Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately. Traffic stripes shall be removed before any change is made in the traffic pattern and before painting new stripes and markings.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated.

Nothing in these special provisions shall relieve the Contractor from his responsibilities as provided in Subsection 7-10, "Public Convenience and Safety," of the Standard Specifications for Public Works Construction.

Pavement Striping and Markings

The Contractor shall furnish and apply traffic stripes and pavement markings where directed by the Engineer. Placement of striping and markings shall conform to the requirements of Section 84-1 and 84-3 of the Caltrans' Standard Specifications and these special provisions.

The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer prior to performing actual marking placement. No work shall commence without said approval. Traffic striping shall not vary more than 1/2 inch in 50 feet from the existing alignment. The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer. No street shall be without the proper striping over a weekend.

Painting shall conform to the last two paragraphs of Section 59-1.03, "Application," and Section 59-1.04, "Thinning Paint," of the Caltrans' Standard Specifications.

The following amendments are made to the Caltrans' Standard Specifications:

Paragraphs 1 and 2 of Subsection 84-1.04, "Description," are amended to read:

This work shall consist of applying painted traffic stripes (traffic lines) and pavement markings at the locations designated by the Engineer, and as specified in these specifications and the special provisions.

The kind of material or paint to be applied shall conform with Caltrans' Standard Specifications and the special provisions.

Paragraph 1 of Subsection 84-1.02, "Control of Alignment and Layout," is amended:

The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

The first sentence of paragraph 4 of Subsection 84-1.03, "Tolerances and Appearance," is amended to read:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately and completely removed from the pavement surface by methods approved by the Engineer.

Paragraph 2 of Subsection 84-1.04, "Protection from Damage," is amended to read:

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

The first sentence of paragraph 1 of Subsection 84-3.02, "Materials," is amended to read:

Paint and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines.

Add a third sentence to the paragraph of Subsection 84-3.03, "Mixing," to read:

Such mixing shall be at the Contractor's expense.

Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity, from traffic and wear.

PAYMENT

Payment for all the preceding requirements shall be included in the contract price bid per Lump Sum (LS) for Traffic Striping, Signing, Pavement Legends, RPM's, and shall include full compensation for removal of existing striping, legends, markings; thermoplastic and furnishing all material, services, labor and equipment as necessary to perform all the work involved. No additional compensation will be allowed therefor.

REPAIR AND/OR REPLACE WATER SERVICE LINES

The contractor is responsible for potholing the water service line behind the water meter box. If the contractor potholes and finds the water service to be shallow and within the excavation limits, they shall notify the Engineer in writing for direction prior to performing any work and shall protect the facility in place. If the contractor fails to pothole the facility and the water service is damaged during construction, the Contractor, at their cost, shall remove, relocate, repair, lower, and/or replace with a new pipe to match the existing as necessary.

PAYMENT

Compensation for the preceding requirements to repair and/or replace water service lines shall be included in the various items of work. No additional compensation will be allowed.

MOBILIZATION, TRAFFIC CONTROL AND WORKING HOURS

Mobilization shall consist of preparatory work and operations including, but not limited to, work necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project, and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required at all times and for all nonworking days during construction period. The Contractor shall secure an adequate storage site for equipment and materials.

The Contractor shall limit excavations for curb and gutter, driveways, sidewalk, cross-gutter and spandrels work that will leave an open excavation for only one weekend in a continuous two-week period.

No roads shall be closed to traffic without the approval of the Engineer.

All cross gutters and spandrel work shall be done in phases in order to provide one travel lane in each direction at all times.

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

Once work is started, the Contractor has ten (10) working days to perform and complete all work (hard and landscape work) at each location.

The Contractor shall provide traffic control and access in accordance with Section 7-10 of the Standard Specifications, the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones, latest edition, these special provisions and the standards contained in the Work Area Traffic Control Handbook (WATCH), published by Building News, Inc. (latest edition).

The Contractor shall perform all work for this project Monday through Friday, except City observed holidays, and shall be allowed to work from 7:00 a.m. to 3:30 p.m. on residential streets, from 8:30 a.m. to 3:30 p.m. on arterial and collector streets (see City's Master Plan of Highways for reference).

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

continue to provide two-way traffic at all times.

In addition to compliance with Section 7-10, the Contractor shall:

At least five (5) working days prior to commencing the notification requirements herein, the Contractor shall submit his construction schedule to the City for review and acceptance. This schedule shall provide affected residents and businesses ample "on-street" parking within an 800-foot distance from their residence and/or businesses'. Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least three (3) working days prior to the scheduled notification to the residents of the streets affected

Two (2) weeks prior to construction, the Contractor shall be responsible for the hand delivered notification letters to all affected residences and businesses informing them of the pending project and scope of work. The Contractor shall notify the residents during the curing period of the concrete it cannot be driven on. The Contractor shall submit a sample resident notification letter to the City for approval at least five (5) working days prior to delivery. The Contractor shall hand deliver copies of the approved notification letter to the affected residences and businesses prior to the scheduled construction and posting of "No Parking" signs shall be at least 72 hours prior to the scheduled construction.

This letter shall state the date and time of restricted travel on the affected street. Direction to "on-street" parking within 800 feet of the residence and or business shall be included in this letter. Failure to meet the approved schedule requires that the Contractor immediately notify residents and/or businesses of the cancellation for that day's work and reschedule construction of the affected area at a later date. Re-notification of rescheduled work shall follow this same procedure. The contractor is responsible in modifying the construction dates on each signs.

Furnish, install and maintain in place "No Parking - Tow Away" signs of a minimum height of forty-two (42) inches (from ground finish surface to top of sign) on temporary traffic control devices (even if streets have posted "No Parking" signs), which shall be posted prior to commencement of roadwork work. On the sign, Contractor shall print the hours, day(s) and date of closure in two-inch-high letters and numbers. A sample of the completed sign shall be approved by the Engineer five (5) working days prior to posting. The signs shall be spaced at a maximum of 50 feet from the street intersection and/or from each adjacent sign and at 200 feet spacing within each alley. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs with all requirements as specified at least 48 hours prior to weekend or holiday begins.

Contractor shall replace and/or repair the damaged pavement outside the construction limits damaged by their operations to the satisfaction of the Engineer at no cost to the City.

Notify the trash pick-up company "Costa Mesa Disposal" and all other trash haulers licensed to do business within the city of Costa Mesa of the schedule of work and the limitation of access. Coordinate with trash haulers and residents to ensure that regularly scheduled trash collection will occur. Contact Public Services Department at (714) 754-5307 for addresses of Costa Mesa Disposal and other trash haulers; also notify U.S. Postal Service and all other affected utilities (Edison, sewer, water, gas, telephone, etc.).

Provide emergency access for the fire trucks and other emergency vehicles at all times. Notify the Police and Fire Departments in writing two (2) working days prior to construction.

Keep the areas adjacent to the construction site clear of any objects that may be hazardous to pedestrians. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.

The Contractor shall provide access as required to accommodate special circumstance at any

residence including access for disabled, impaired, special medical needs, etc. At all times the Contractor shall provide a safe and walk able temporary sidewalk with a minimum width of thirty-six inch (36") clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated.

The City will only provide inspection during the designated construction hours Monday through Friday. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.

The Contractor shall use illuminated or reflective warning/construction signs at both ends of construction area, and at appropriate locations or as directed by the Engineer for the entire project. Solar powered flashing arrow boards will be required for all lane closures and may be required for other traffic control. In addition to providing and maintaining delineation, the Contractor shall be responsible for the project safety on a 24-hour basis.

NOTE: Contractor to be aware of the following restrictions to any and all work being performed within the City of Costa Mesa;

- a. Any work located within a two (2) block of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with Engineer, prior to commencing of proposed improvements.
- b. Contractor is not allowed to perform any work adjacent to the Orange County Fair Grounds from the Friday prior to the start of the Orange County Fair to the Monday after the Fair ends. During this time, Contractor shall coordinate with the Engineer locations of the streets, as specified in the City's Orange County Fair Moratorium Map, prior to commencing of proposed improvements.
- c. The Contractor shall not be allowed to perform any work from Monday before Thanksgiving to Monday after New Year's Day on Arterial streets, and during the week of any Holiday (Sunday through Saturday) on Residential streets. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.
- d. During elections, no work will be allowed within six hundred feet (600') from polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.
- e. Prior to commencement of any work within City limits, the contractor shall coordinate with the Engineer so that the work performed will not interfere with any special events occurring in the City throughout the year.

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.

PAYMENT

Compensation for the preceding requirements for Mobilization, Traffic Control and Working Hours shall be included in the various items of work. No additional compensation will be allowed.

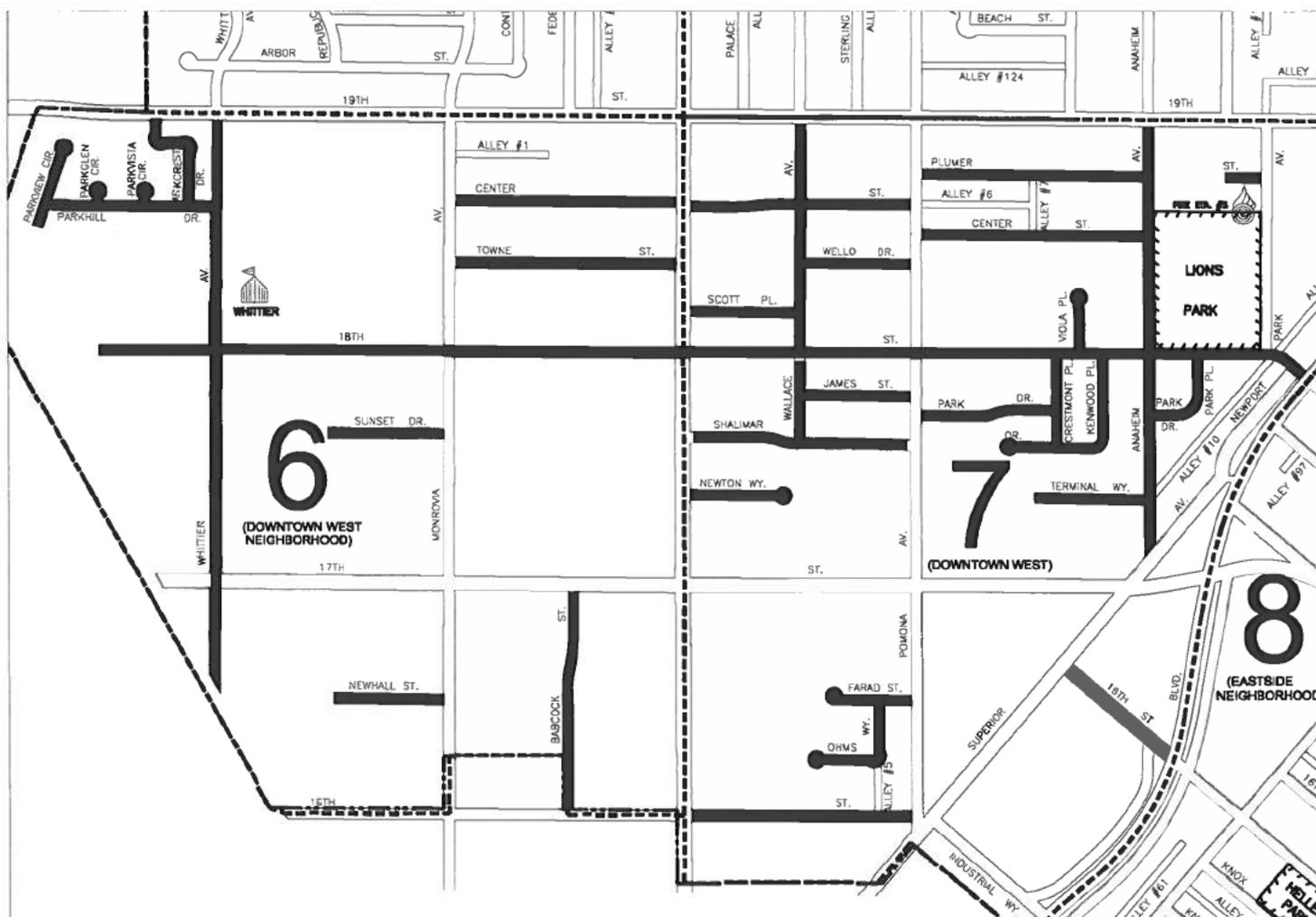
PROJECT “A”

**PARKWAY MAINTENANCE AND NEW
SIDEWALK MAPS**

AND LOCATIONS



CITY OF COSTA MESA Public Services Engineering

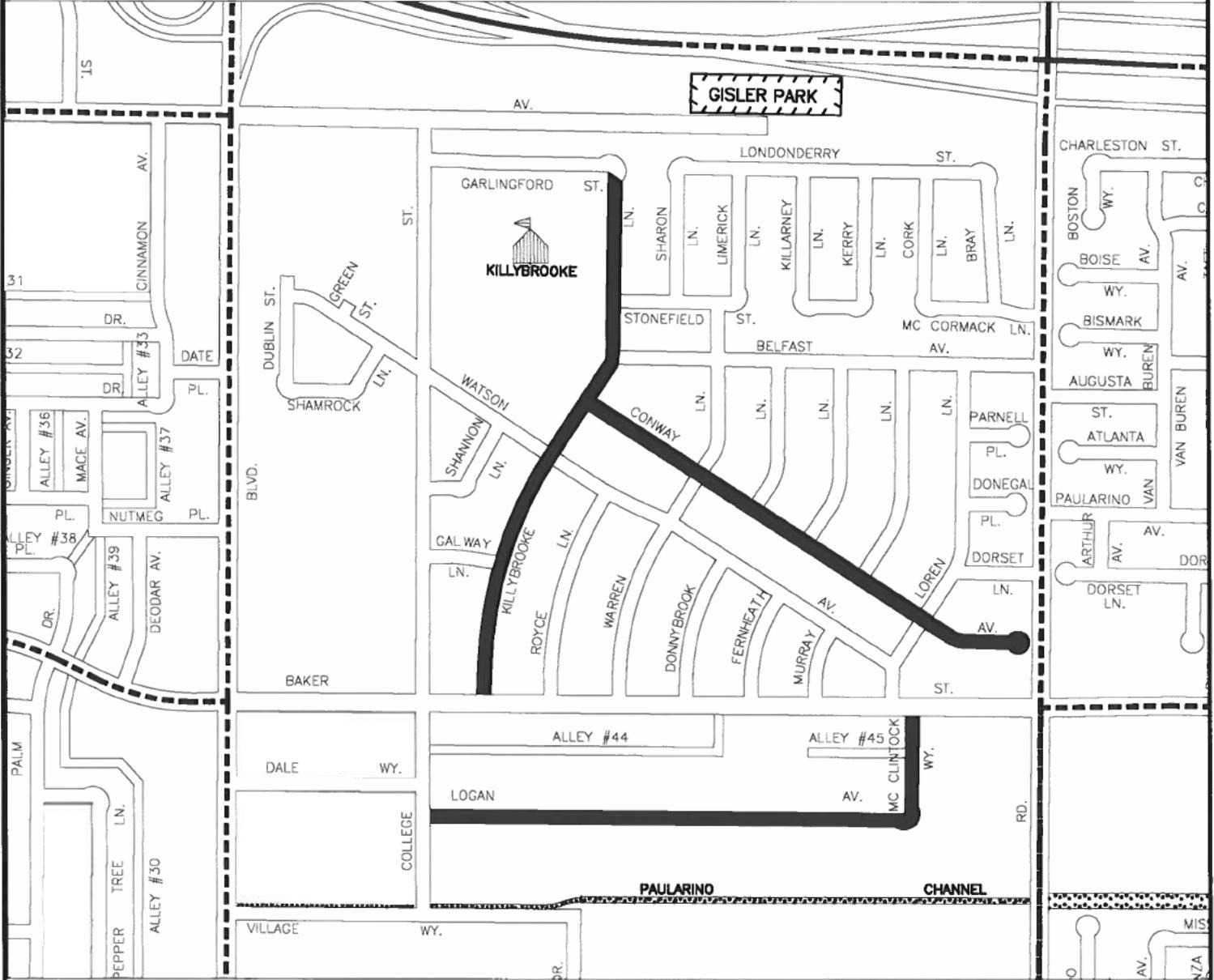


CITYWIDE PARKWAY MAINTENANCE ZONES 6 AND 7 AND NEW SIDEWALK PROJECT 2007

- PARKWAY REPAIR LOCATIONS
- MAINTENANCE AREA LIMITS



CITY OF COSTA MESA Public Services Engineering

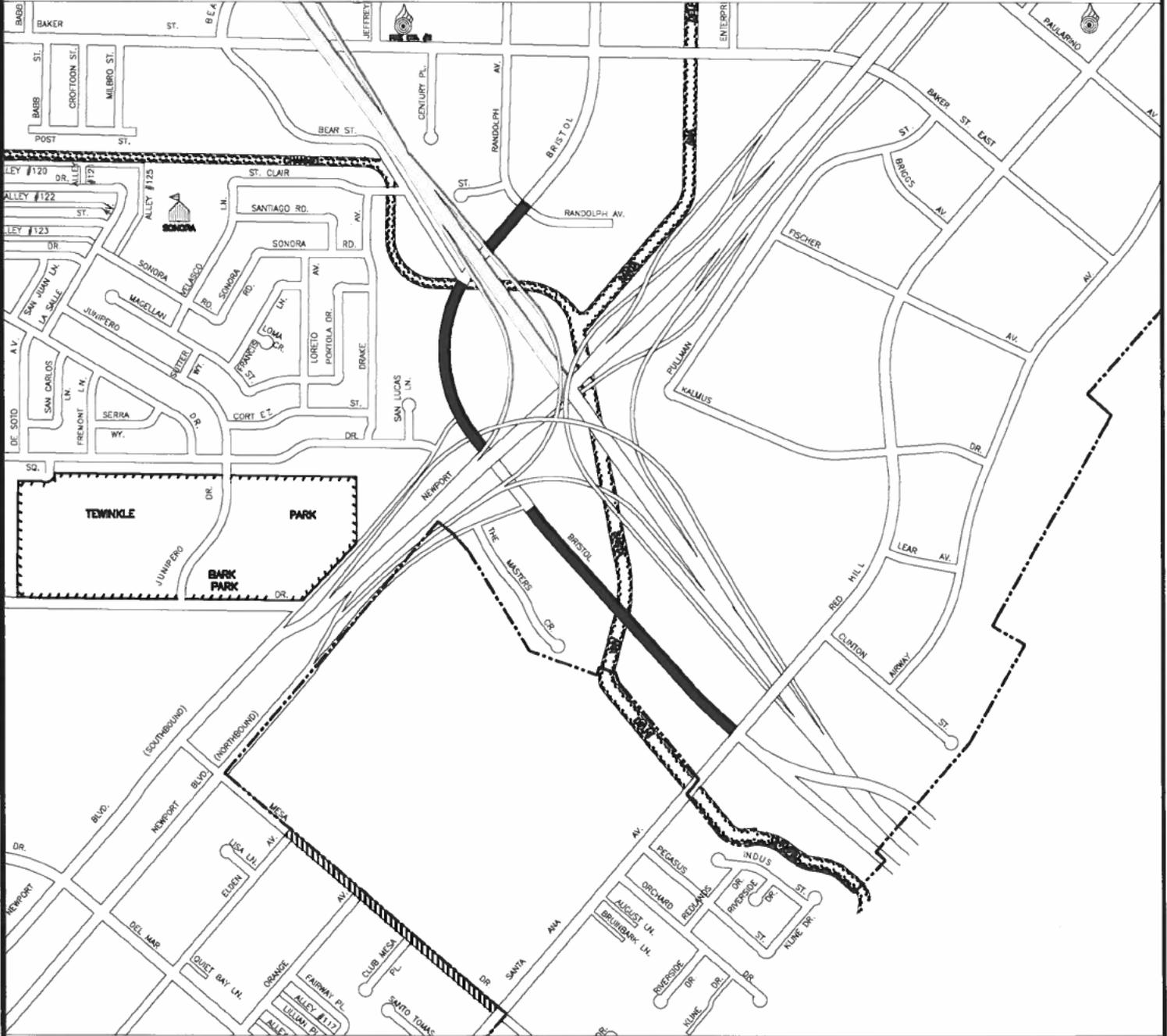


CITYWIDE PARKWAY MAINTENANCE ZONES 6 AND 7 AND NEW SIDEWALK PROJECT 2007

-  PARKWAY REPAIR LOCATIONS
-  MAINTENANCE AREA LIMITS



CITY OF COSTA MESA Public Services Engineering



CITYWIDE PARKWAY MAINTENANCE ZONES 6 AND 7 AND NEW SIDEWALK PROJECT 2007

-  PARKWAY REPAIR LOCATIONS
-  NEW SIDEWALK LOCATION
-  MAINTENANCE AREA LIMITS

CITYWIDE PARKWAY MAINTENANCE PROJECT #20-07 (ZONES 6 AND 7)

CONWAY AVE. (KILLYBROOK LN. - CUL-DE-SAC)	RR C&G CURB (F AC SLO)	RR TYPE "A" CURB	RR C&G CURB (F AC SLO)	RR PCC / NATIVE SIDEWALK	RR PCC / F CMB BRIKWAY APPROACH	RR ASPHALT CONCRETE	RR INSTALL GUTTER	RR PCC / F CMB SPANDREL / GUTTER (F AC SLO)	RR INSTALL TRUNCATED DOMES	RR PRUNE TREES NO BALL ROOT BARRIER	RR PART CURB RED	RR DATE COMPLETED	RR NOTES
1202 CONWAY AVE.	39.0		24.0		61.0								DW APPROACH ONLY CURB ONLY
1206 CONWAY AVE.	9.0		24.0		61.0								DW APPROACH ONLY
1216 CONWAY AVE.	14.0		34.0										REVERSE SW, REMOVE (11.5 X 5.5) CRACKED CONCRETE ON PKWY (4 X 5.5) WALKWAY
1224 CONWAY AVE.	56.0		22.0							32.0			2 TREES (LARGE), (ROOT PRUNE ON CG SIDE) (4 X 5.5) WALKWAY
1256 CONWAY AVE.	11.0		38.0		83.0								CG & DW APPROACH ONLY, REMOVE CONCRETE ON PKWY
1290 CONWAY AVE.	9.0		88.0							16.0			REVERSE SW, 1 TREE, (POTENTIAL TREE RE MOVAL) DAMAGED CG, REACHING AC, PARTIAL CG R&R DAMAGED CG, DAMAGED AC SECTION, (ROOT PRUNE ON CG SIDE)
3079 WARRE N LN. ON CONWAY AVE	19.0												APPROACH ONLY
1324 CONWAY AVE.	42.0				72.0								LIFTED CG
1328 - 1332 CONWAY AVE.	6.0												PARTIAL CG R&R
1337 CONWAY AVE.	13.0				99.0								DW APPROACH ONLY
1319 CONWAY AVE.	24.0												
1283 CONWAY AVE.	24.0												
1265 CONWAY AVE.	15.0												
1261 CONWAY AVE.	51.0		127.0							16.0			1 TREE, WATER, PONDING ON CG, DAMAGED CG, (ROOT PRUNE ON CG SIDE)
1253 - 1249 CONWAY AVE.	13.0		28.0										1 TREE SMALL PRIVATE TREE, SW SLOPE OVER 5% EXTENDED REMOVAL
1245 CONWAY AVE.	25.0									32.0			2 TREES (SMALL), SUNKEN & CRACKED CG, (ROOT PRUNE ON CG SIDE)
1241 CONWAY AVE.													
1230 BAKER ST. ON CONWAY AVE. AT THE CUL DE SAC ON CONWAY AVE													

NE CORNER (CRESTMONT PL. & SHALMAR DR.) 1762 CRESTMONT PL.	40.0		182.0		1.0				1.0				ADA RAMP, TREE
NW CORNER (CRESTMONT PL. & SHALMAR DR.) 644 SHALMAR DR.	42.0		182.0		1.0				1.0				ADA RAMP ONLY
1772 - 1778 CRESTMONT PL.	47.0							283.0	1.0	16.0			1 TREE, REVERSE & CRACKS EXTENDED RE MOVAL, (ROOT PRUNE ON CG SIDE)
S/E CORNER (CRESTMONT PL. & 18TH ST.) 1789 CRESTMONT PL.						2.0		549.0	1.0				SPANDREL ONLY, NO ADA RAMP, 2 CENTER LINE TIES
SW CORNER (CRESTMONT PL. & 18TH ST.) 647 18TH ST.													CULTEE, SPANDREL ONLY, CROSS GUTTER (39 X 8) NO ADA RAMP
NW CORNER (CRESTMONT PL. & PARK DR.) 647 18TH ST. ON CRESTMONT PL.	21.0							591.0	1.0				SPANDREL & CROSS GUTTER ONLY
1783 CRESTMONT PL.	323.0							246.0	1.0				SPANDREL, CROSS GUTTER, ADA RAMP
SW CORNER (CRESTMONT PL. & PARK DR.) 1773 CRESTMONT PL.	158.0												
1773 - 1769 CRESTMONT PL.	15.0												

1634 OHMS WY. ON FARAD ST.													
1635 OHMS WY. ON FARAD ST.	17.0		68.0										
729 FARAD ST.	9.0												
735 FARAD ST.			28.0							16.0			PARTIAL DW CURB RE-MOVAL, 1 TREE, (ROOT PRUNE ON SW SIDE)
711 W 17TH ST. (F) ON FARAD ST.			142.0							16.0			AT THE MIDDLE OF THE CUL DE SAC, 1 TREE, (ROOT PRUNE SW SIDE)

745 JAMES ST.	15.0												
706 JAMES ST.	33.0		128.0							16.0			1 TREE, (ROOT PRUNE ON SW SIDE)
724 JAMES ST.	34.0									16.0			1 TREE, (ROOT PRUNE ON CG SIDE)
744 JAMES ST.	21.0									17.0			1 TREE, (ROOT PRUNE ON CG SIDE) RED CURB

PROJECT “B”

20th St, ROYAL PALM DR PLANS

AND LOCATIONS

CONSTRUCTION NOTES

- 1) REMOVE AND RECONSTRUCT 3" MAX. AC SLOT PAVEMENT PER DETAIL A ON SHEET 7.
- 2) REMOVE EXISTING AND RECONSTRUCT DRIVE & CUTTER TRYS 12" x 4" (18" x 18") DRIVE & CURB PER CITY OF COSTA MESA STD. DRWG. NO. 312.
- 3) REMOVE EXISTING AND RECONSTRUCT CURB RAMP PER CALTRANS STD. PLAN AREA AND PCC DRIVE SYSTEM ON PLAN.
- 4) REMOVE EXISTING PCC SIDEWALK AND UNCLASSIFIED MATERIALS TO A DEPTH OF 4" BELOW THE PROPOSED FINISHED GRADE AND RECONSTRUCT 4" PCC SIDEWALK OVER SAND/JOIN EXISTING SIDEWALK.
- 5) REMOVE EXISTING AND RECONSTRUCT 4" THICK PCC SIDEWALK OVER 4" CMP PER CITY OF COSTA MESA STD. DRWG. NO. 411.
- 6) REMOVE EXISTING AND RECONSTRUCT CROSS CUTTER PER CITY OF COSTA MESA STD. DRWG. NO. 415.
- 7) ADJUST TO GRADE EXISTING WATER VALVE.
- 8) CONSTRUCT TRUNCATED DOME PER CALTRANS STD. PLAN AREA.
- 9) RELOCATE EXISTING SIGN POST, (COORDINATE WITH THE CITY REPRESENTATIVE PRIOR TO START).

DISPOSITION NOTES

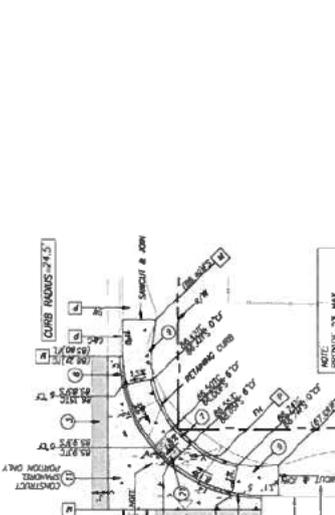
- 1) PROTECT IN PLACE
- 2) MATCH/Join EXISTING

PAVEMENT LEGEND



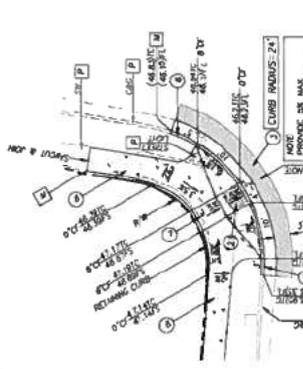
NOTES

- 1) EXISTING CURB & GUTTER AND CROSS CUTTER TO BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN.
- 2) EXISTING SIDEWALK & DRIVEWAY TO BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN.
- 3) CONTRACTOR SHALL REMOVE EXISTING SIDEWALKS, WALLS, FENCES AND DRIVEWAYS IMPACTED BY CONSTRUCTION AS DIRECTED BY THE CITY.
- 4) THE CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES AND REPAIRING ALL UTILITIES DAMAGED DURING CONSTRUCTION AT HIS OWN EXPENSE AND AT HIS COST TO THE CITY.

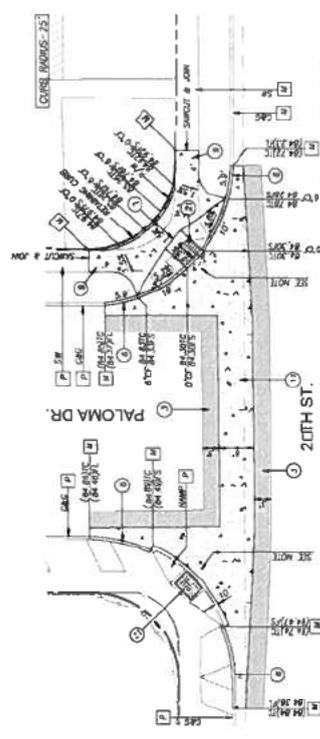


CURB RAMP NO. 2
SCALE: 1" = 10'
(SEE SHEET 3)

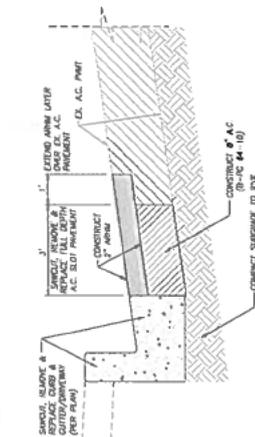
CURB RAMP NO. 1
SCALE: 1" = 10'
(SEE SHEET 3)



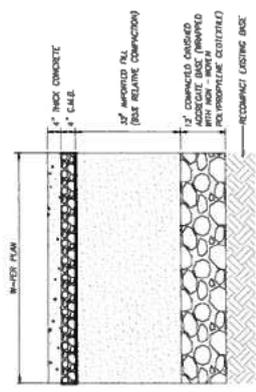
CURB RAMP NO. 4
SCALE: 1" = 10'



CROSS GUTTER & CURB RAMP NO. 1
SCALE: 1" = 10'
(SEE SHEET 4)



A) A.C. SLOT PAVING DETAIL



B) CONCRETE SIDEWALK DETAIL



<p>DATE: 07/27/17 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>		<p>DATE: 07/27/17 RECOMMENDED BY: [Name] RECORDED BY: [Name] APPROVED BY: [Name]</p>							
<p>DATE OF CONSTRUCTION: [Blank]</p>		<p>DATE ACCEPTED BY CITY COUNCIL: [Blank]</p>							
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION				<p>PROJECT NO. 2 or 5</p> <p>SHEET NO. 2 of 5</p> <p>TITLE: VARIOUS STREET IMPROVEMENTS 20TH STREET, ROYAL PALM DRIVE AND MYRTLEWOOD STREET DETAILS</p> <p>CITY OF COSTA MESA DEPARTMENT OF PUBLIC SERVICES ENGINEERING DIVISION</p> <p>SCALE: 1" = 10'</p>	
NO.	DATE	DESCRIPTION							

CONSTRUCTION NOTES

- 1) RECONSTRUCT 3" WIDE AC SLIT PAVEMENT PER DETAIL A
- 2) RECONSTRUCT 3" WIDE AC SLIT PAVEMENT PER DETAIL B
- 3) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54A
- 4) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54B
- 5) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54C
- 6) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54D
- 7) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54E
- 8) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54F
- 9) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54G
- 10) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54H
- 11) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54I
- 12) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54J
- 13) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54K
- 14) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54L
- 15) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54M
- 16) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54N
- 17) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54O
- 18) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54P
- 19) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54Q
- 20) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54R
- 21) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54S
- 22) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54T
- 23) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54U
- 24) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54V
- 25) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54W
- 26) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54X
- 27) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54Y
- 28) RECONSTRUCT CURB AND RECONSTRUCT CURB RAMP PER CALTRANS STD PLAN A54Z

STRIPING CONSTRUCTION NOTES

- 1) INSTALL 17" WIDE THERMOPLASTIC LAMM LINE PER CALTRANS STD. PLAN A0.42E.

DISPOSITION NOTES

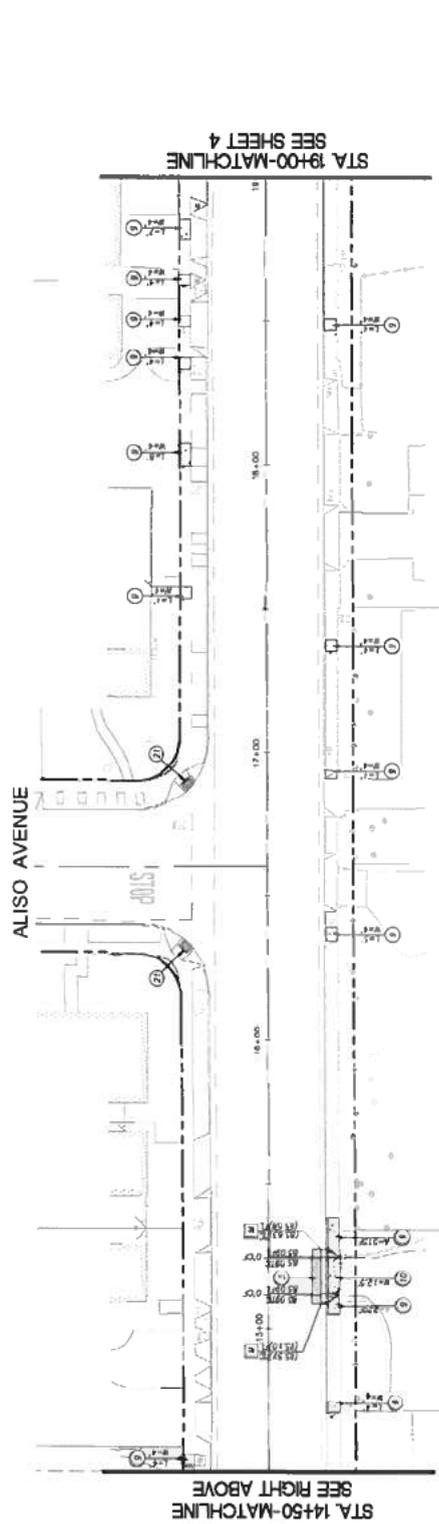
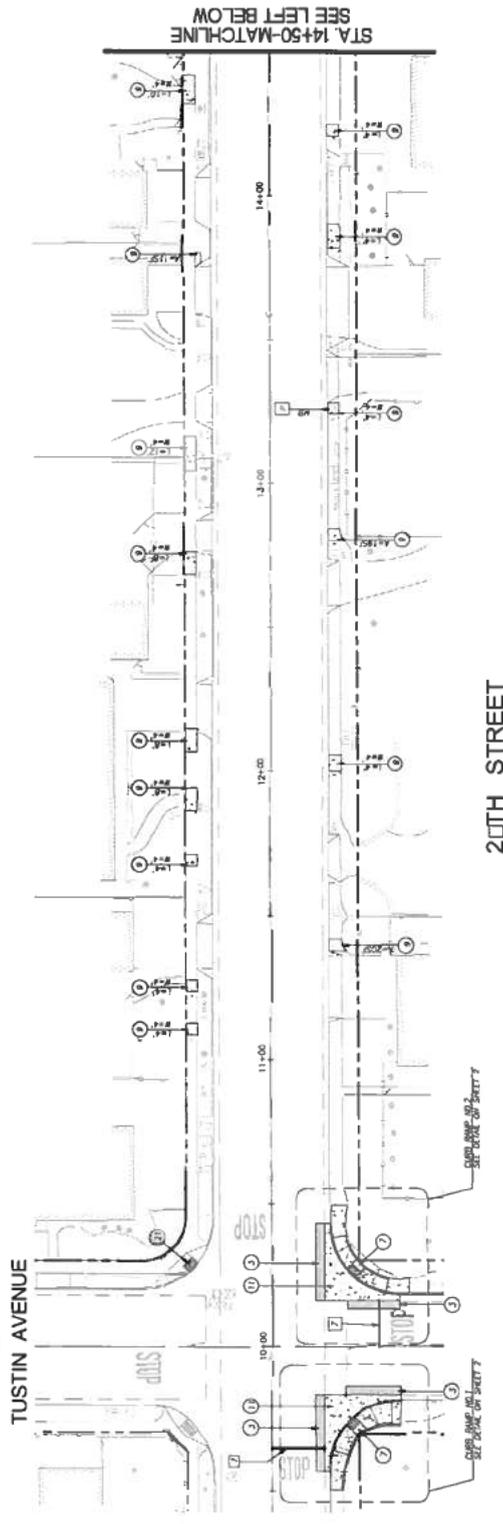
- 1) PROJECT IN PLACE

NOTES

- 1) EXISTING CURB & GUTTER AND CROSS GUTTER TO BE PROTECTED BY PLACE UNLESS OTHERWISE SHOWN
- 2) EXISTING SIDEWALK & DRIVEWAY TO BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN
- 3) EXISTING DRIVEWAY, SIDEWALK, LANDSCAPING, IRRIGATION, WALKWAYS, STOPS AND SIGNAGE TO REMAIN UNLESS OTHERWISE SHOWN
- 4) THE CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES AND MAKE ALL UTILITIES DAMAGED DURING CONSTRUCTION AT HIS OWN EXPENSE AND AT HIS COST TO THE CITY.



GRAPHIC SCALE



20TH STREET

20TH STREET

CALL TOLL FREE 811

811

UNIVERSITY OF CALIFORNIA

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC SERVICES

ENGINEERING DIVISION

DATE: 1/17/78

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

RECOMMENDED BY: [Name]

REVISIONS

NO.	DATE	DESCRIPTION

DATE OF CONSTRUCTION: [Date]

DATE ACCEPTED BY CITY COUNCIL: [Date]

VARIOUS STREET IMPROVEMENTS

20TH STREET

FROM TUSTIN AVE TO IRVINE AVE

IMPROVEMENT PLAN

CITY OF COSTA MESA

DEPARTMENT OF PUBLIC SERVICES

ENGINEERING DIVISION

DATE: 1/17/78	CHECKED BY: [Name]
DESIGNED BY: [Name]	APPROVED BY: [Name]
RECOMMENDED BY: [Name]	REC. BY: [Name]
APPROVED BY: [Name]	DATE: 1/17/78

DATE: 1/17/78	CHECKED BY: [Name]
DESIGNED BY: [Name]	APPROVED BY: [Name]
RECOMMENDED BY: [Name]	REC. BY: [Name]
APPROVED BY: [Name]	DATE: 1/17/78

SHEET NO. 3 OF 5

PLAN NUMBER 3

CONSTRUCTION NOTES

- 1 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 2 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 3 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 4 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 5 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 6 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 7 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 8 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 9 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 10 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1

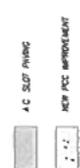
STRIPING CONSTRUCTION NOTES

- 1 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 2 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 3 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
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- 7 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 8 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 9 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1
- 10 REMOVE AND RECONSTRUCT 3" WEAR AC SURT PAVEMENT PER DETAIL A ON SHEET 1

DISPOSITION NOTES

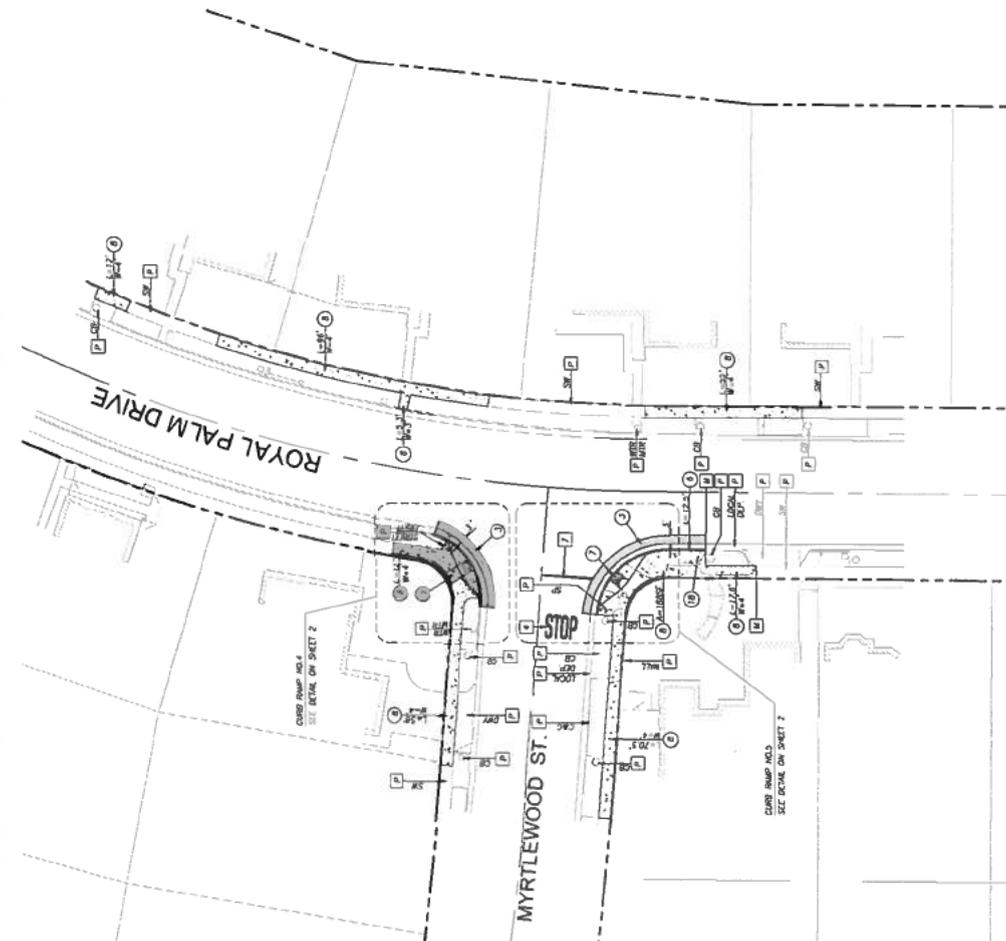
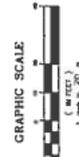
- P PROJECT IN PLACE
- M MATCH/Join EXISTING

PAVEMENT LEGEND



NOTES

- (1) EXISTING CURB & GUTTER AND CROSS SLOPE TO BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN
- (2) EXISTING SIDEWALK & DRIVEWAY TO BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN
- (3) CONTRACTOR SHALL INSTALLED LANDSCAPING, IRIGATION, WALLS, FENCES AND BARRIERS MANICURED BY CONSTRUCTION AS DIRECTED BY THE CITY.
- (4) THE CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL UTILITIES AND RELAYING ALL UTILITIES DAMAGED DURING CONSTRUCTION AT HIS OWN CHARGE AND AT HIS COST TO THE CITY.



MYRTLEWOOD ST. & ROYAL PALM DR.

VARIOUS STREET IMPROVEMENTS
 MYRTLEWOOD ST. & ROYAL PALM DR.
 IMPROVEMENT PLAN
CITY OF COSTA MESA
 DEPARTMENT OF PUBLIC SERVICES
 ENGINEERING DIVISION

DATE	1/17/18
DESIGNED BY	
APPROVED BY	
RECOMMENDED BY	
APPROVED BY	

DATE	1/17/18
DESIGNED BY	
APPROVED BY	
RECOMMENDED BY	
APPROVED BY	

DATE	1/17/18
DESIGNED BY	
APPROVED BY	
RECOMMENDED BY	
APPROVED BY	

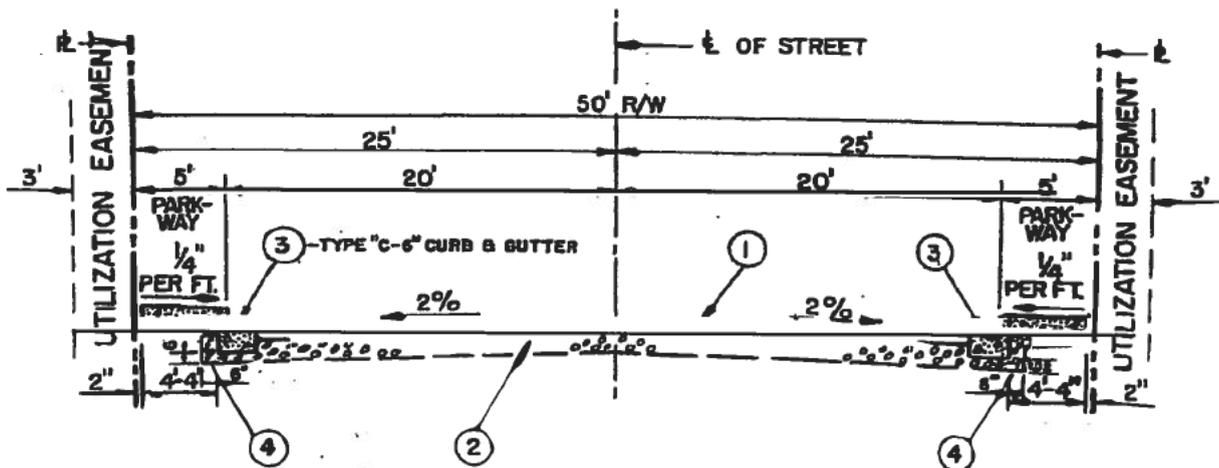
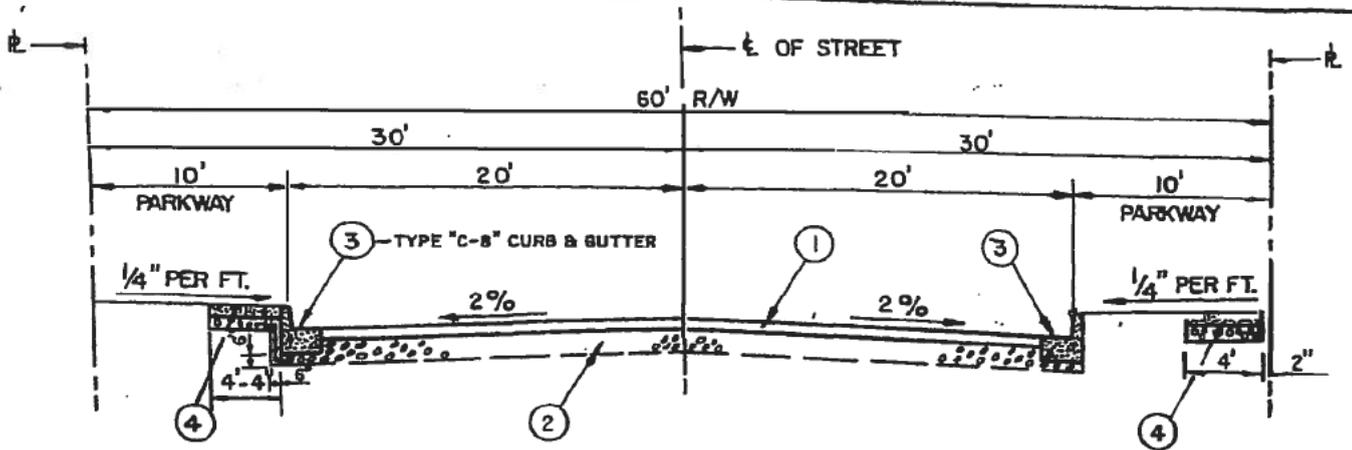


NV5
 4555 UNIVERSITY AVENUE
 SUITE 200
 COSTA MESA, CA 92626
 (714) 440-1111
 www.nv5.com

NO.	DATE	DESCRIPTION

DATE REVIEWED BY: NV5
 DATE: 1/17/18
 SHEET NO. 5 OF 5
 PLAN NUMBER 5

**CITY / CALTRANS
STANDARD
DRAWINGS**



NOTE:

50' R/W TO BE USED WITH CITY COUNCIL APPROVAL ONLY.

NOTES:

- ① ASPHALTIC CONCRETE PAVEMENT (4" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ② CRUSHED AGGREGATE BASE (8" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ③ TYPE "C-8" OR "C-6" CURB AND GUTTER PER STD. DWG. NO. 312.
- ④ 4" R.C.C. SIDEWALK PER STD. DWG. NO. 411.

DRIVEWAY LOCATIONS AND SLOPES SHALL BE APPROVED BY THE CITY ENGINEER ON STREETS WITH 50' R/W.

CITY OF COSTA MESA
CALIFORNIA

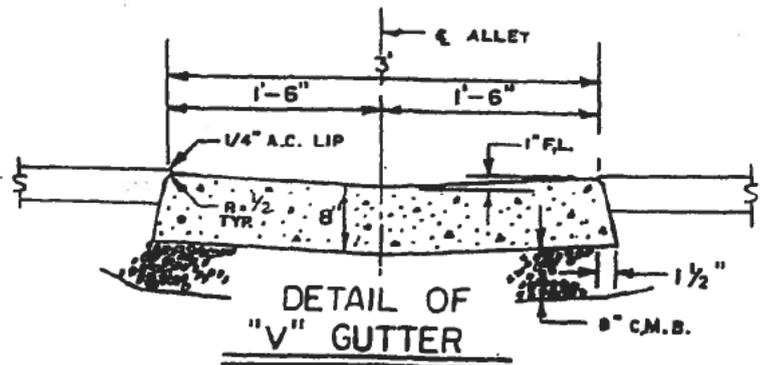
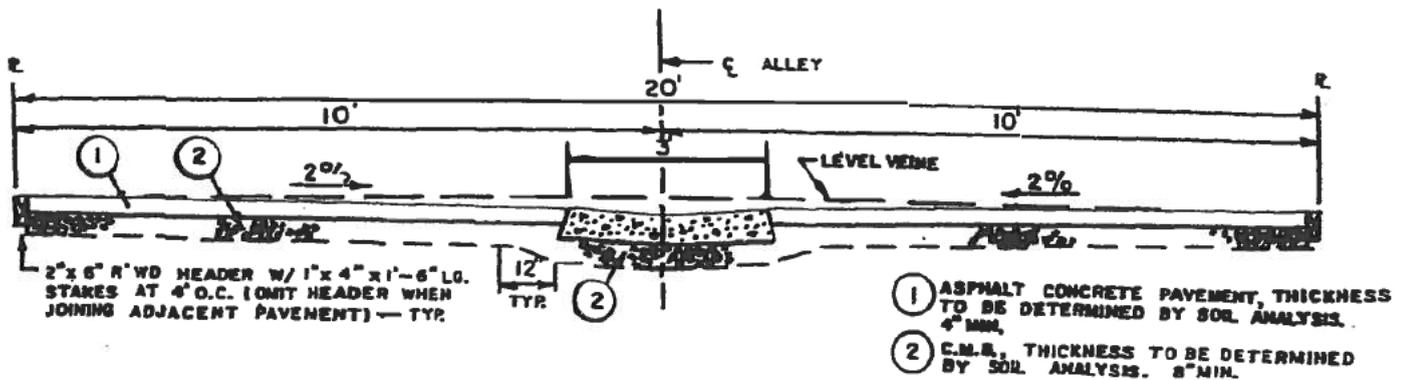
PUBLIC SERVICES DEPARTMENT

TYPICAL SECTION
60' & 50' RESIDENTIAL STREETS

APPROVED *B. D. Matter* DATE 12/13/85
BRUCE D. MATTER R.E.R. 19380

DRAWN J.C.B.
SCALE NONE

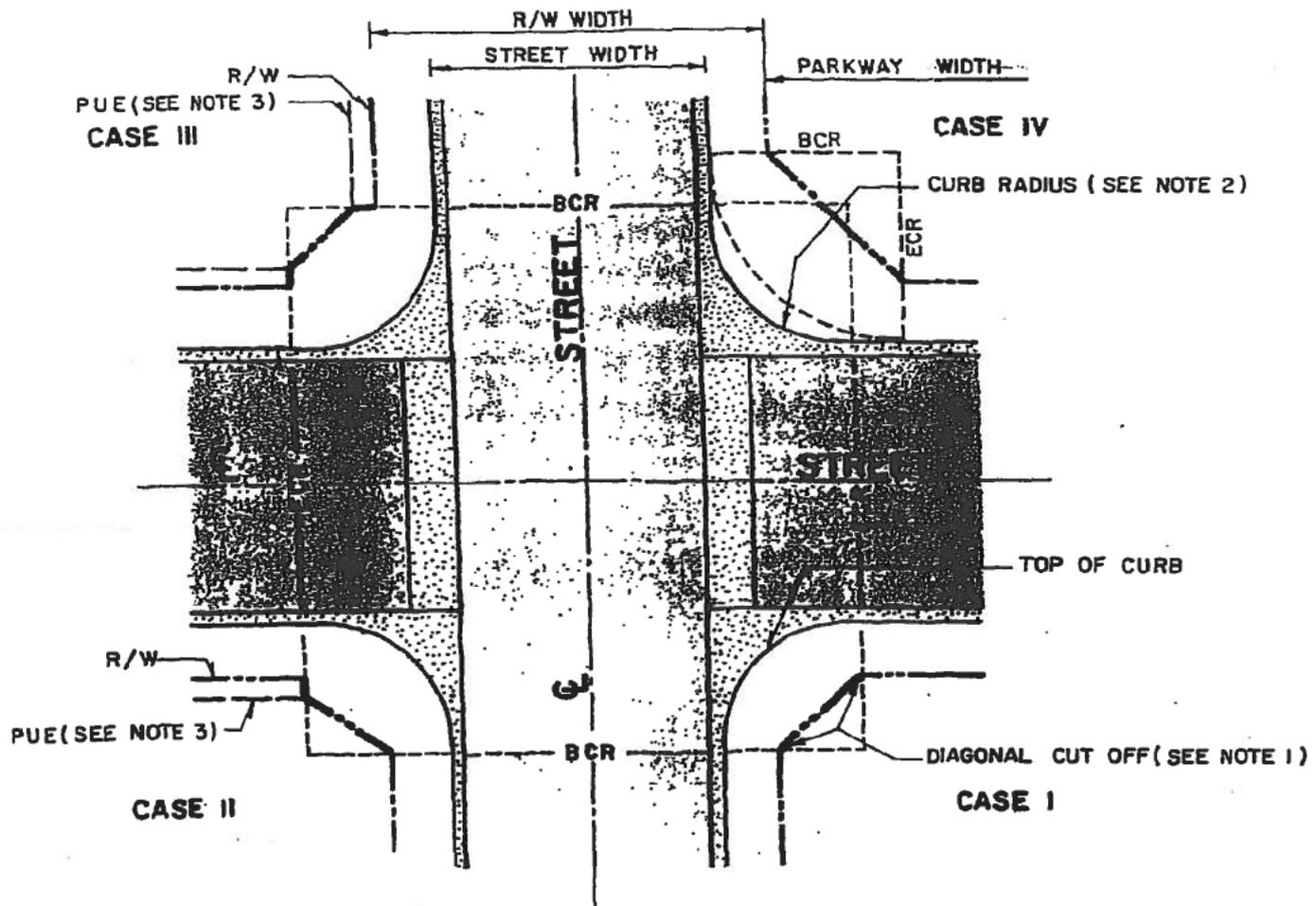
STD. DWG. NO.
114



NOTES:

1. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.
2. ALLEYS SHALL NOT RECEIVE STREET DRAINAGE.
3. ALLEY APPROACH SEE CITY STD. DWG. 514.
4. 1/4 INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND 1/8" x 2" WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS IN THE P.C.C. "V" GUTTER, FOR DETAILS SEE CITY STD. DWG. NO. 314.

CITY OF COSTA MESA CALIFORNIA ENGINEERING DEPARTMENT	TYPICAL SECTION ALLEY AND "V" GUTTER		DRAWN <u>B.T.M.</u>
			SCALE <u>NONE</u>
APPROVED <u>B.D. Mattern</u>	<u>1/2/88</u>	DATE	STD. DWG. NO. <u>118</u>
BRUCE D. MATTERN ACE 19388			



PLAN

PARKWAY WIDTHS:

5'	FOR	50'	R/W
10'	FOR	60'	R/W
7'	FOR	84'	R/W
7'	FOR	106'	R/W
8'	FOR	120'	R/W

NOTES:

1. THE PROPERTY LINE DIAGONAL CUT-OFF IS A STRAIGHT LINE DRAWN BETWEEN THE R/W LINES (OR PUE LINES, IF EXISTING) AT THE BCR AND ECR.
2. ALL CURB RETURN RADII SHALL BE 25' UNLESS BOTH STREETS ARE ON THE MASTER PLAN OF HIGHWAYS, AND THEN THE DIAGONAL CUT-OFF SHALL BE FOR A 35' CURB RETURN RADIUS.
3. ALL 50' STREETS REQUIRE A 3' PUBLIC UTILIZATION EASEMENT. SEE STD. DWG. NO. 114.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

CURB RETURN RADII AND PROPERTY
LINE DIAGONAL CUT-OFF

APPROVED

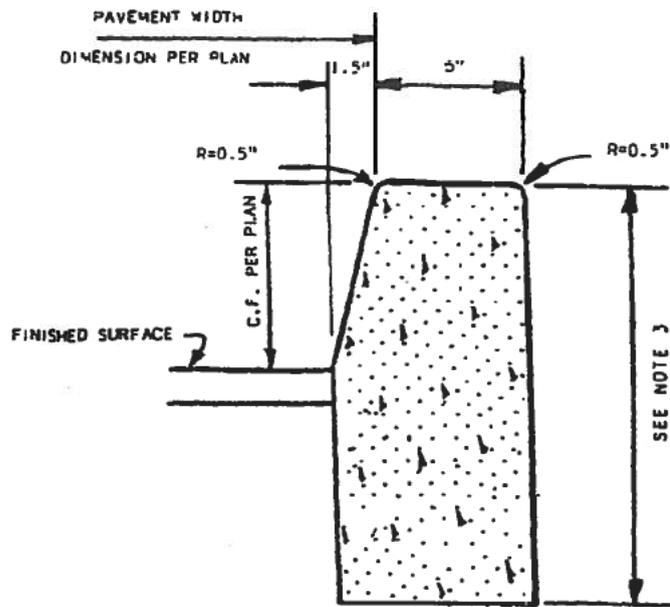
B.D. Mattern DATE 12/13/85
BRUCE D. MATTERN P.C.E. 1988

DRAWN F.S.

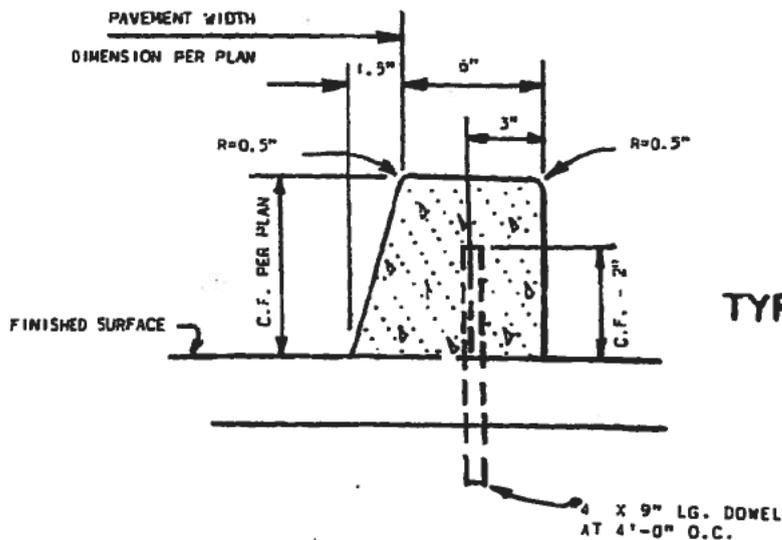
SCALE NONE

STD. DWG. NO

214



TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DNG. NO. 314.
2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND H SHALL BE PER PLAN.
4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.
5. CONCRETE SHALL BE 560-0.32 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

REVISED 4-16-86

**CITY OF COSTA MESA
CALIFORNIA**

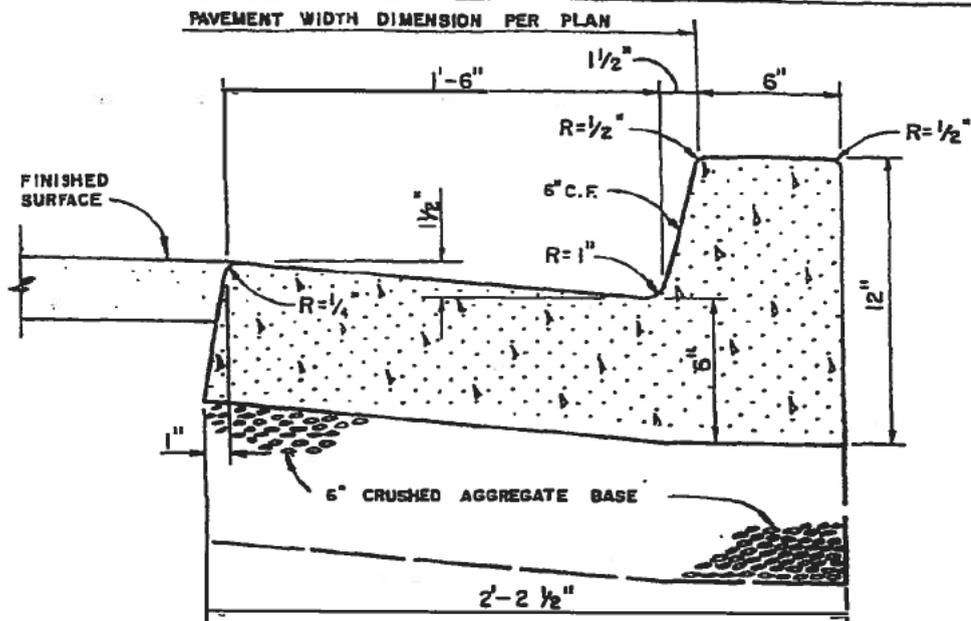
PUBLIC SERVICES DEPARTMENT

TYPES "A" & "B" CURBS

APPROVED *B.D. Mathew* DATE 4/23/86
BRUCE MATHEW D.E.F. 10488

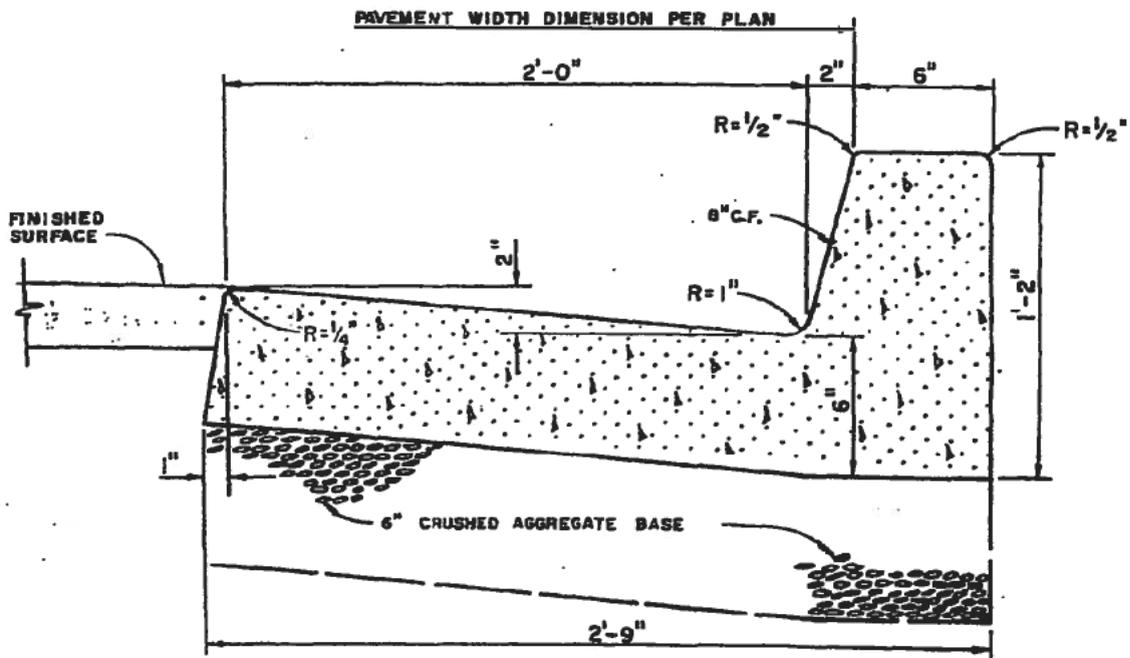
DRAWN DWL
SCALE NONE

STD. DRAWING NO.
311



CONC. PER LIN. FT. = 0.09054 CU YDS.
 1 CU YD. = 19.7863 LIN. FT.

TYPE "C-6" CURB & GUTTER



CONC. PER LIN. FT. = 0.0848 CU YDS.
 1 CU YD. = 18.50 LIN. FT.

TYPE "C-8" CURB & GUTTER

NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL B.C.R.'S E.C.F.'S AND 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS, SEE STD. DWG. NO. 314.
2. CONCRETE SHALL BE 560-C-325 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
3. SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.

CITY OF COSTA MESA
 CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPE "C" CURB & GUTTER

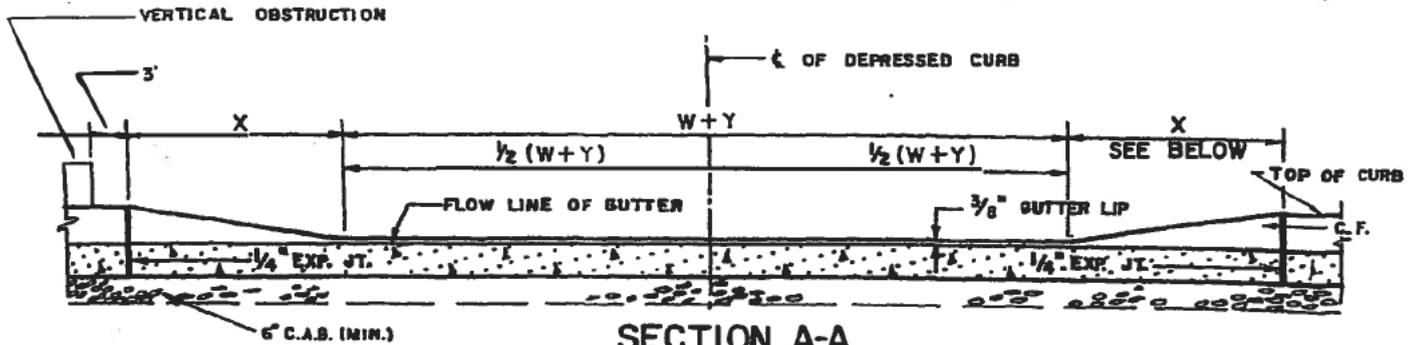
APPROVED

B.D. Mattern DATE 12/13/85
 BRUCE D. MATTERN R.C.E. 19388

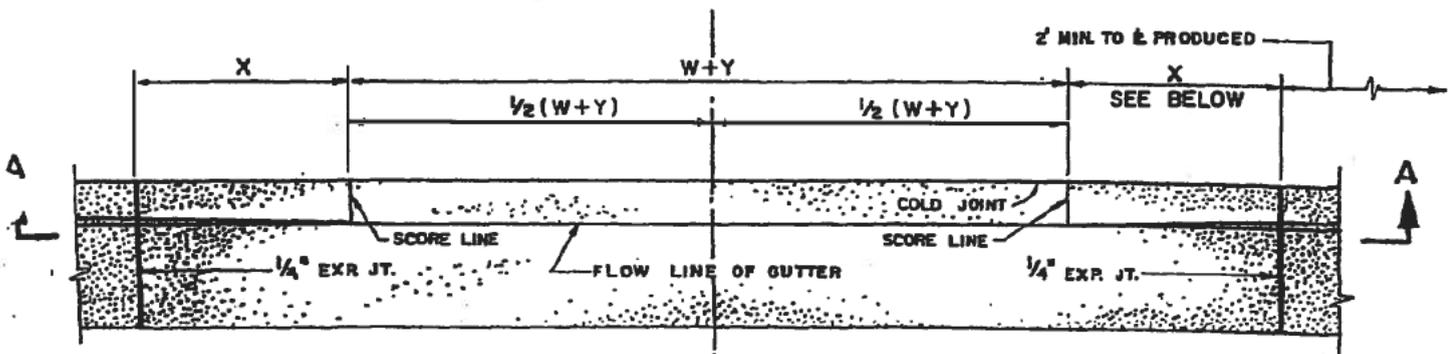
DRAWN MKS.

SCALE NONE

STD. DWG. NO.
 312



SECTION A-A



PLAN

NOTES:

1. FOR CURB AND GUTTER DETAILS, SEE STD. DWG. NO. 312.
2. FOR JOINT DETAILS, SEE STD. DWG. NO. 314.
3. CONCRETE TO BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2
4. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY TRANSPORTATION SERVICES ENGINEER.

DIMENSIONS:

- W=10' MIN.-16' MAX. FOR RESIDENTIAL DRIVEWAYS IN R-1 ZONE. Y=0.
- W=16' MIN.-26' MAX. FOR OTHER DRIVEWAYS.
- X= 4' FOR 6" CURB FACE.
- X= 5' FOR 8" CURB FACE.

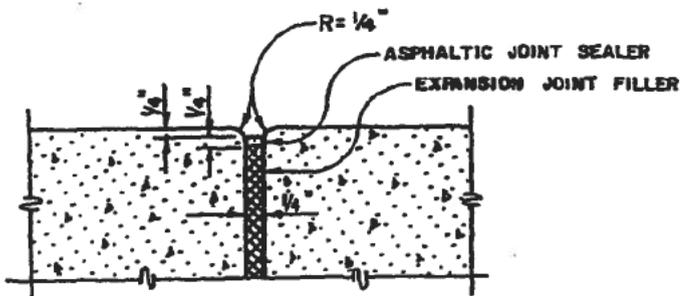
CITY OF COSTA MESA
 CALIFORNIA
 PUBLIC SERVICES DEPARTMENT

**DEPRESSED CURB
 FOR DRIVEWAY APPROACH**

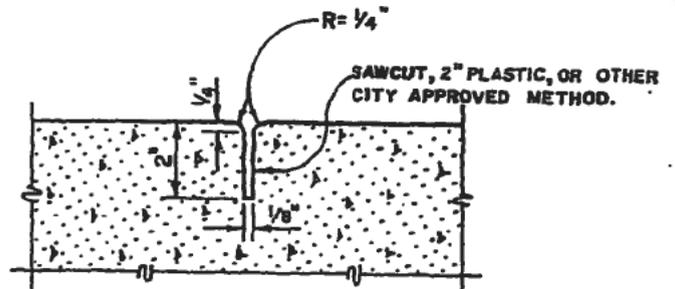
APPROVED *BDMattern* DATE *12/13/85*
 BRUCE D. MATTERN R.C.E. 19380

DRAWN M.K.S.
 SCALE NONE
 STD. DWG. NO. **313**

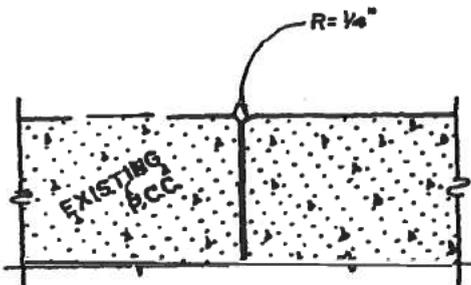
REV.



1/4" EXPANSION JOINT
40' INTERVALS



1/8" x 2" WEAKENED PLANE JOINT
10' INTERVALS



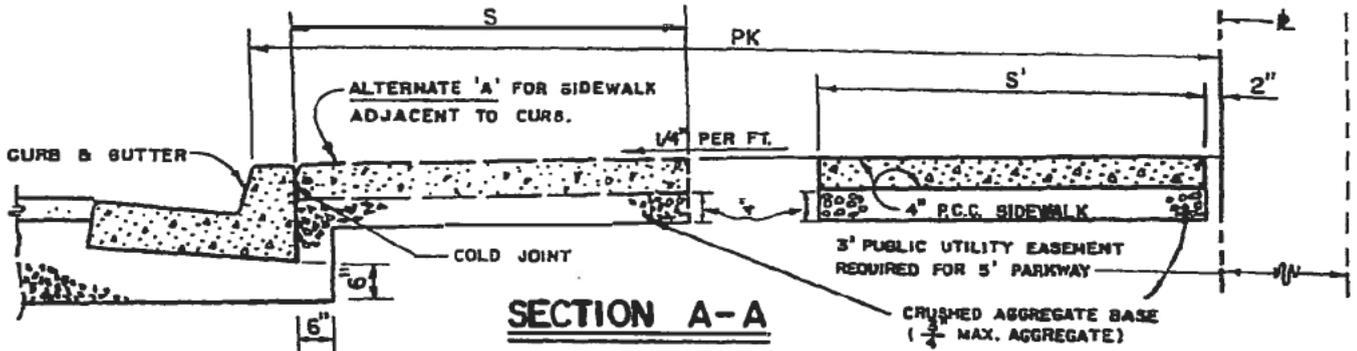
CONSTRUCTION JOINT

CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

JOINT DETAILS

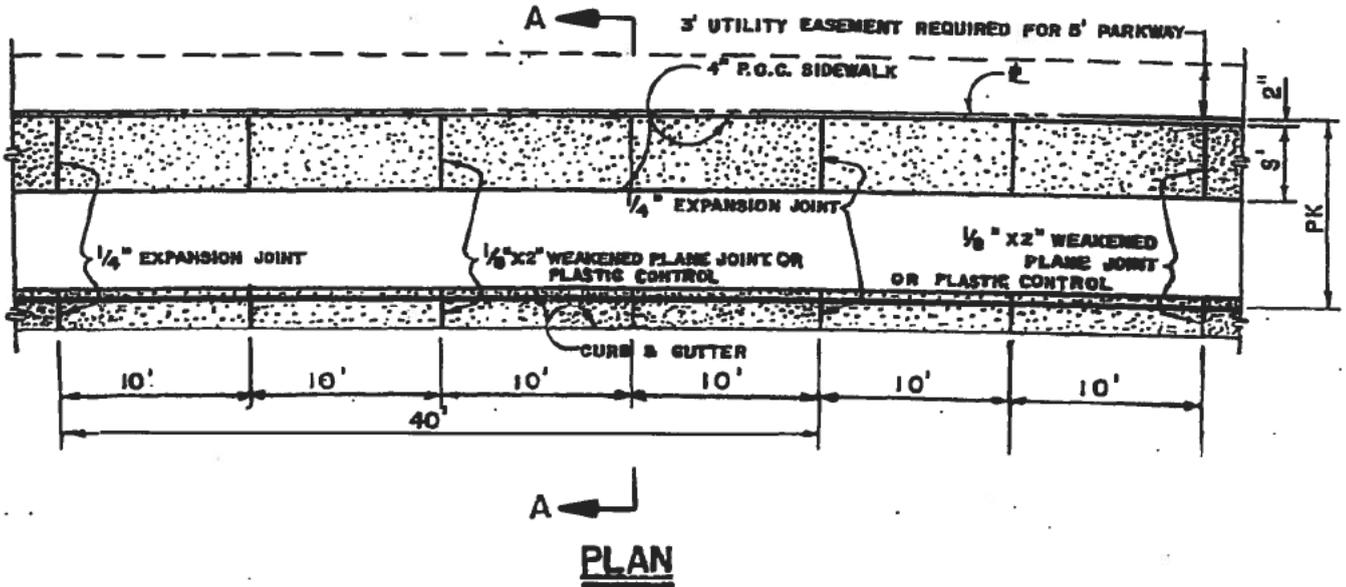
APPROVED *B.D. Mattern* DATE *12/13/65*
BRUCE D. MATTEAN R.C.E. 19388

DRAWN M.K.S.
SCALE NONE
STD. DWG. NO.
314



DIMENSIONS:

PK = PARKWAY WIDTH	
S = SIDEWALK WIDTH	
50' R/W -- PK = 5'	S = 4'-4"
60' R/W -- PK = 10'	S = 4'-4"
84' R/W -- PK = 7'	S = 4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
106' R/W -- PK = 7'	S = 4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
120' R/W -- PK = 8'	S = 4'-4" RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL
S' = 4'-0"	



NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" PLASTIC CONTROL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.1.2.
7. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED, IF JOINING EXISTING IMPROVEMENTS AND APPROVED BY CITY ENGINEER.
8. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED OFF WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.

CITY OF COSTA MESA
CALIFORNIA

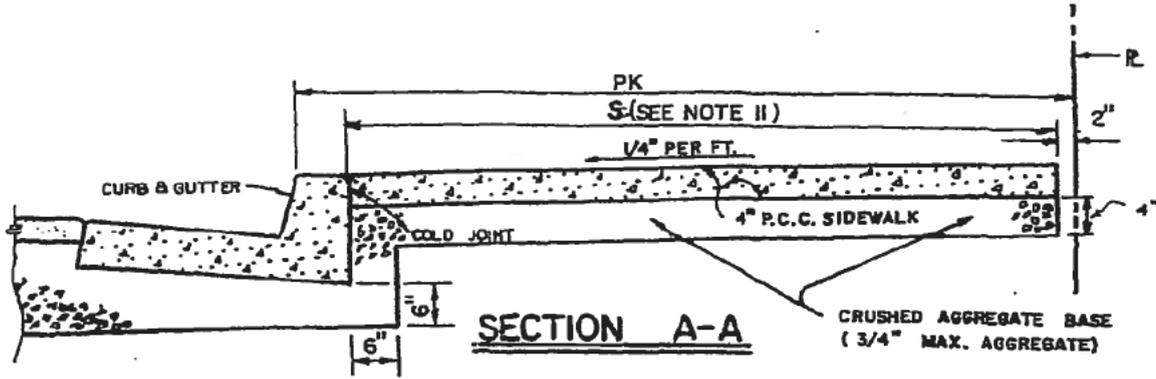
PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK DETAILS

APPROVED *Bruce D. Mattern* DATE *12/12/05*
BRUCE D. MATTERN R.C.E. 19388

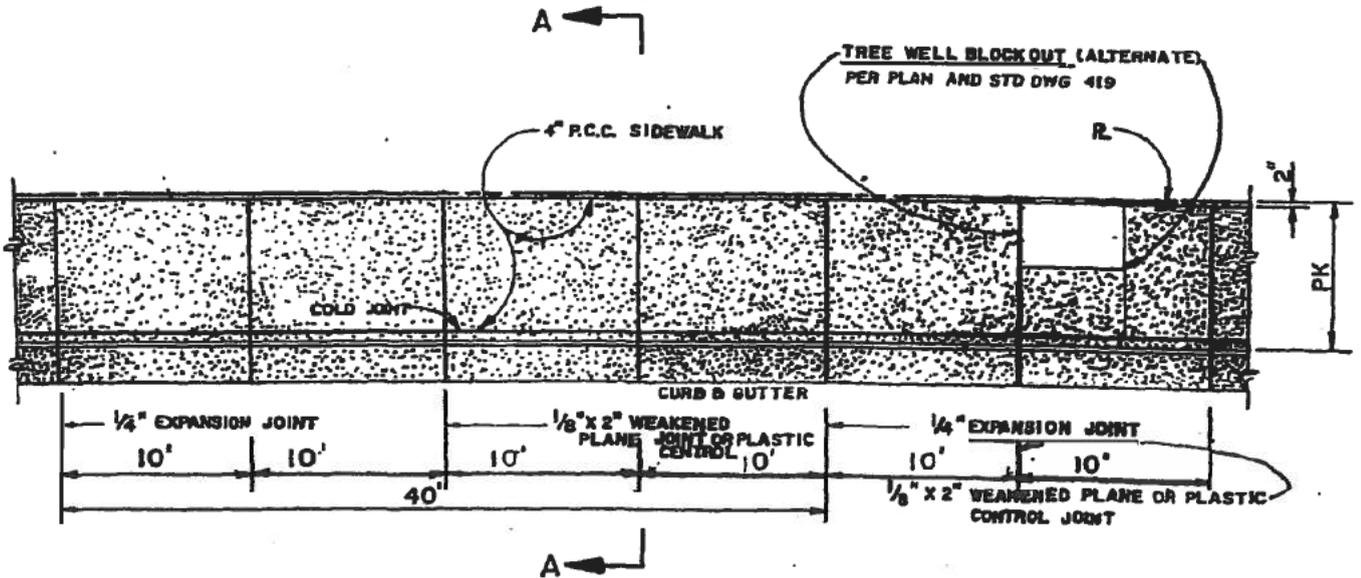
DRAWN W.A.B.
SCALE NONE

STD. DWG. NO.
411



DIMENSIONS:

- PK = PARKWAY WIDTH
- 60' R/W -- PK = 10'
- 84' R/W -- PK = 7'
- 106' R/W -- PK = 7'
- 120' R/W -- PK = 8'



PLAN

NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520 C2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
7. TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION & SPACING PER PLAN.
8. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.
10. WOOD SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 412.
11. SIDEWALK WIDTH SHALL BE PER STD. DWG. NO. 411.

REV. 8-25-80 HLR
 REV. 2-2-79 CM
 REV. 8-11-77
 REV. 12-23-75

CITY OF COSTA MESA
 CALIFORNIA

COMMERCIAL SIDEWALK DETAILS

DRAWN W.A.B.
 SCALE NONE

PUBLIC SERVICE DEPARTMENT

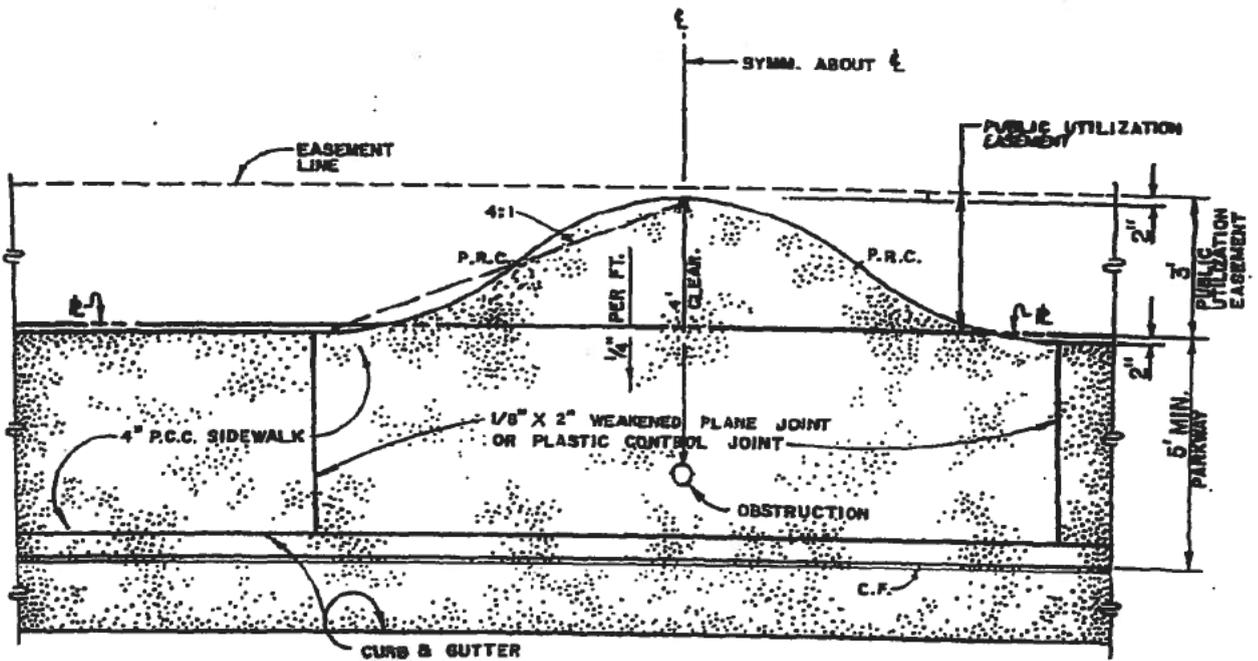
APPROVED

[Signature]
 BRUCE B. MATTERS R.C.E. 19386

DATE

STD. DWG. NO.
412

REV.



PLAN

NOTES:

1. FOR STANDARD SIDEWALK DETAILS, SEE STD. DWG. NO. 411 AND/OR 412.
2. FIRE HYDRANTS SHALL BE 2' CLEAR OFF OF THE CURB FACE.
3. NO VERTICAL OBSTRUCTION WITHIN 3' CLEAR OF DRIVEWAY TOP OF "X."
4. MAILBOXES SHALL BE 6" CLEAR OFF THE CURB FACE, ULTIMATE LOCATION, HEIGHT, AND MATERIAL TO BE APPROVED BY LOCAL POSTMASTER.
5. POWER POLES, GUY ANCHORS, AND STREET LIGHTS SHALL BE 18" CLEAR OFF CURB FACE.

CV. 1

CITY OF COSTA MESA
CALIFORNIA
 PUBLIC SERVICES DEPARTMENT

SIDEWALK OBSTRUCTIONS FLARE

APPROVED

BRUCE D. MATVERN R.C.E. 1938

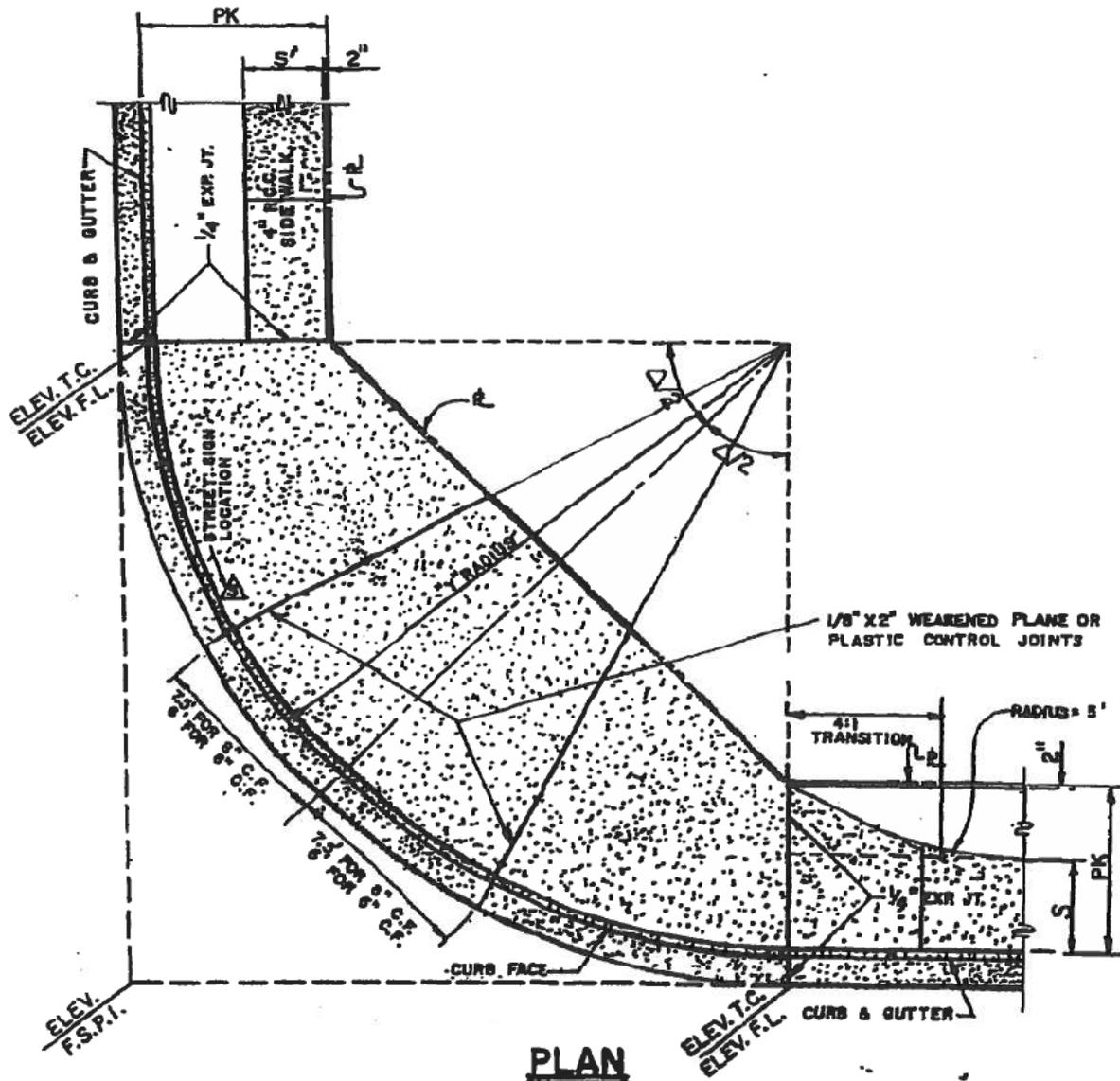
DATE

DRAWN W.A.B.
 SCALE NONE

STD. DWG. NO.
413

DIMENSIONS:

- PK = PARKWAY WIDTH
- S = SIDEWALK WIDTH SEE NOTE 7
- 50' R/W -- PK=5'
- 60' R/W -- PK=10'
- 84' R/W -- PK=7'
- 106' R/W -- PK=7'
- 120' R/W -- PK=8'
- Y -- RADIUS VARIES (25' OR 36')
- S' = 4'-0"



PLAN

NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT END OF CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED SO AS NOT TO EXCEED 10' O.C. AT R.
3. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
4. CONCRETE SHALL BE PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2, CLASS S2DC-2500
5. ALL ELEVATIONS PER PLAN FOR CROSS BUTTERS R.L.P.I. PER STD. DWG. NO. 415 SHALL BE SHOWN ON PLAN.
6. FOR STREET RADIUS DATA, SEE STD. DWG. NO. 314.
7. SEE STD. DWG. NO. 411, 412 AND 413 FOR BASE AND SIDEWALK REQUIREMENTS.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK RETURN

APPROVED

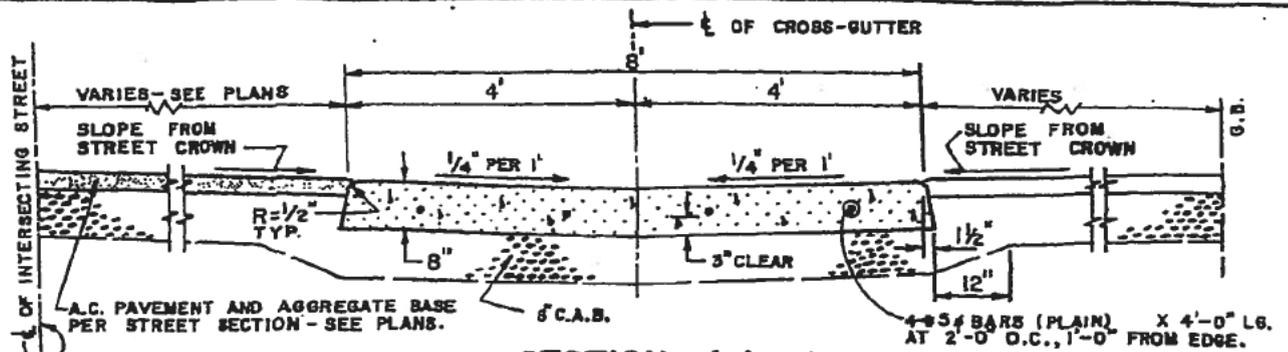
DATE

DRAWN W.A.B.

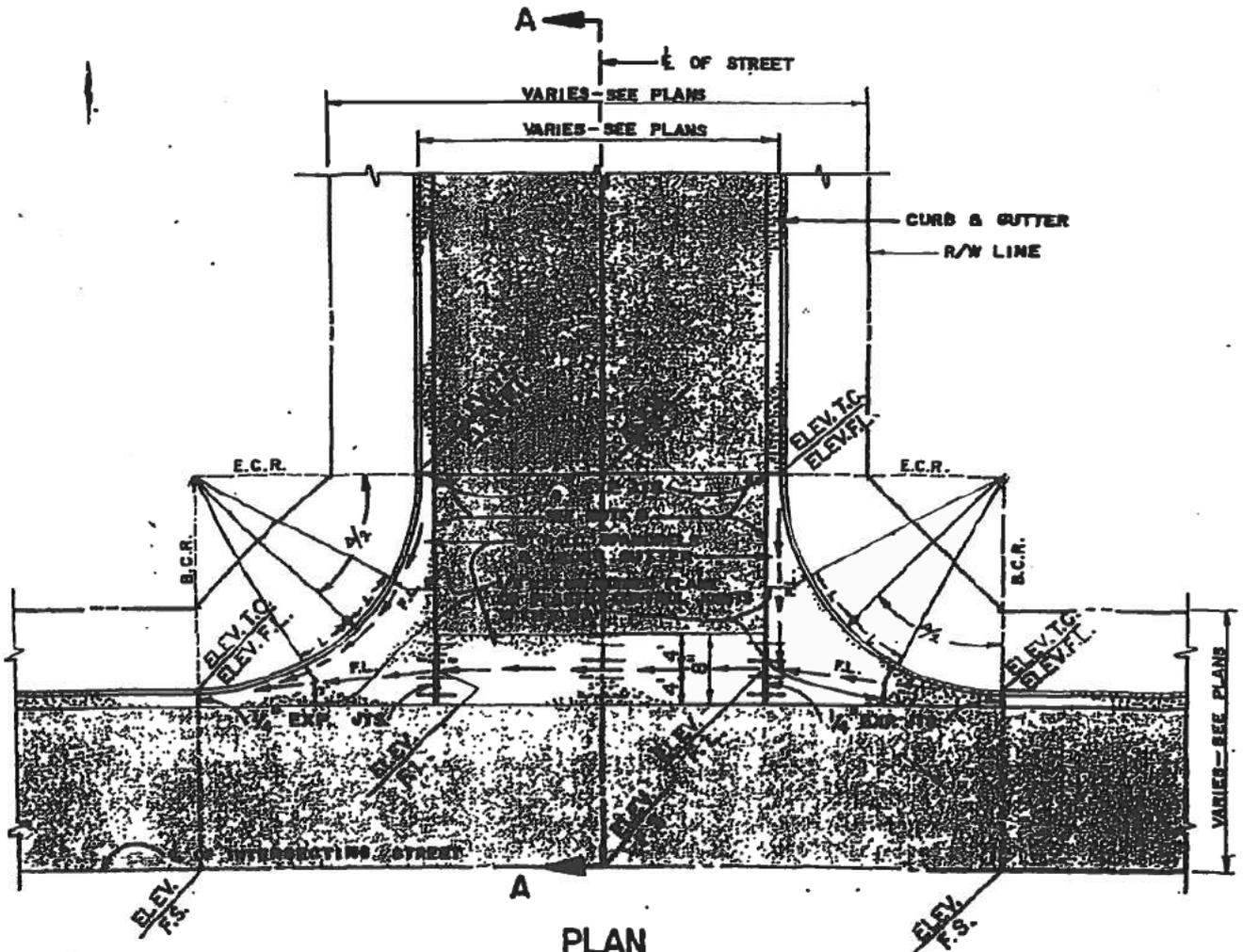
SCALE NONE

STD. DWG. NO.

414



SECTION A-A



PLAN

NOTES:

1. SMOOTH TROWEL 8" WIDE FLOW LINE IN CROSS-GUTTER AND SPANDRELS.
2. AGGREGATE BASE THICKNESS FOR SPANDRELS SHALL BE THE SAME AS FOR CROSS-GUTTER.
3. POUR CURB MONOLITHICALLY WITH SPANDREL.
4. FOR JOINT DETAILS, SEE STD. DWG. NO. 314 AND 414.
5. CONCRETE SHALL BE 860 C 3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEC 201-1.1.2.
6. ALL ELEVATIONS SHALL BE PER PLAN.
7. DISTANCE L FROM MIDDLE ORDINATE OF CURB RETURN TO JOINT SHALL BE 7' FOR 8" C.F. OR 6' FOR 6" C.F.
8. ANY CROSS-GUTTER TO BE CONSTRUCTED ON LESS THAN 0.20 % SHALL HAVE DRAINAGE STRUCTURES CONSTRUCTED TO MITIGATE THE ADVERSE EFFECTS OF NUISANCE WATER AND FULL CONCRETE APRON WITH EXPANSION JOINTS ALONG Q AND ALONG EDGE OF GUTTERS.

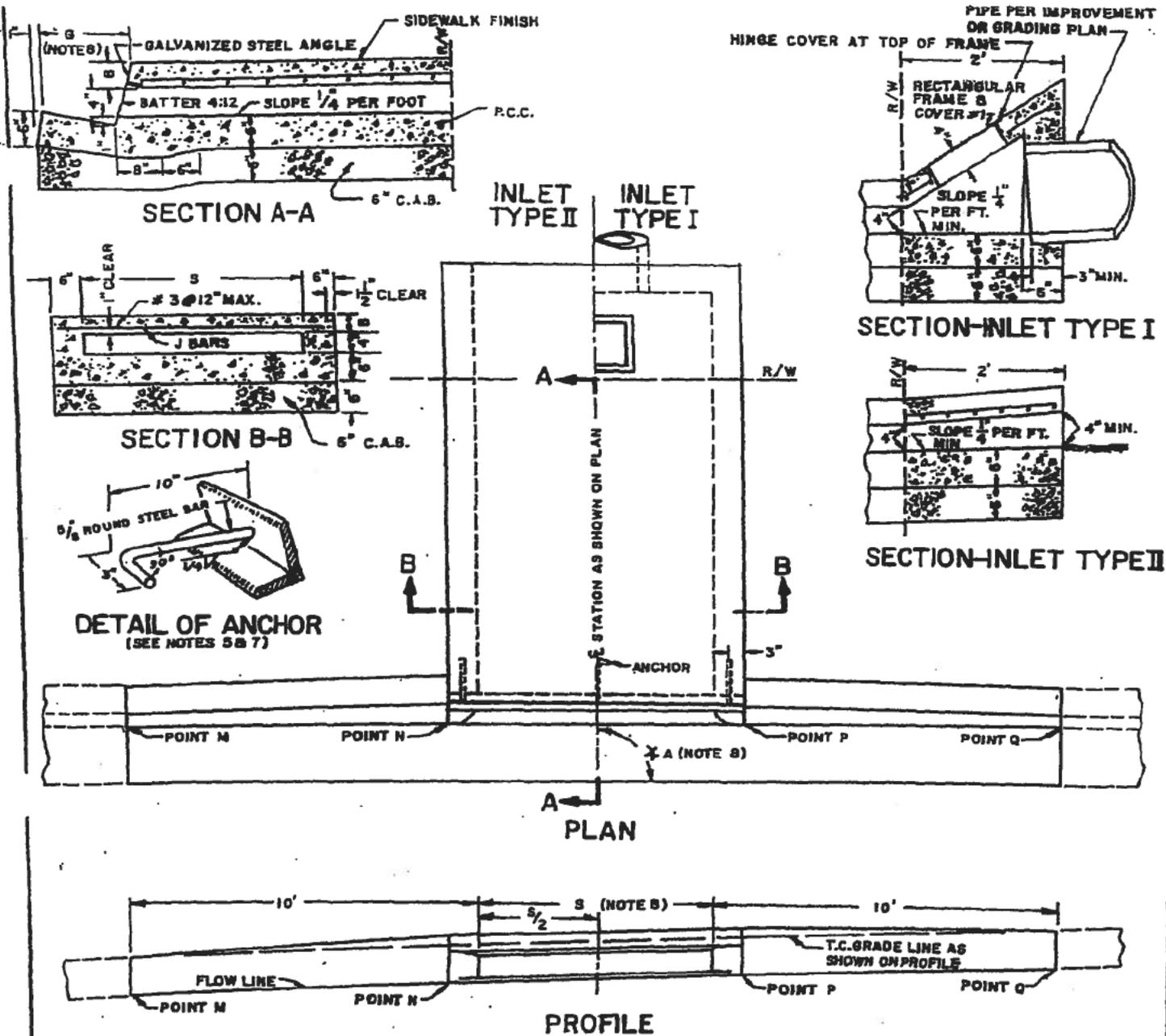
CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

TYPICAL CROSS-GUTTER.

APPROVED *Bruce D. Mattern* DATE *12/10/05*
BRUCE D. MATTERN R.C.E. 10380

DRAWN MKS
SCALE NONE
STD. DWG. NO. 415

REV.



NOTES:

1. FLOOR OF BOX TO BE TROWELED SMOOTH.
2. WHEN THE TOE OF SLOPE IS WITHIN THE R/W, INLET TYPE I BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH APPROACH (TYPE II) THE 2' EXTENSION IS NOT REQUIRED WHEN THE BACK OF WALK IS 2' OR MORE FROM THE R/W LINE.
4. TOP OF INLET STRUCTURE (TYPE I & II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICABLE.
5. A HEADED STEEL STUD $\frac{3}{8} \times 6 \frac{3}{8}$ WITH HEAD D=1" ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT M AND Q, 8+5" AT POINT N AND P.
7. THE 3" LEG OF THE INTERIOR ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. G, S, AND FA SHALL BE PER IMPROVEMENT PLANS.
9. CURB BATTER SHALL CONFORM TO EXISTING ADJOINING CURB. SEE STD. DWG. NO. 311.
10. CONCRETE SHALL BE CLASS 560 C 3250.

STEEL LIST

S	B	GALVANIZED STEEL ANGLE	ANCHOR	J BAR	SPACING	LENGTH
1'-0"	3"	2" X 2" X 1/4"	2	#3	7"	1'-0"
1'-6"	"	"	"	"	"	2'-3"
2'-0"	"	"	"	"	"	2'-0"
2'-6"	"	"	"	"	"	2'-3"
3'-0"	"	"	3	"	"	3'-0"
3'-6"	"	"	"	"	6"	4'-3"
4'-0"	"	"	"	"	5"	4'-9"
4'-6"	4"	3" X 3" X 1/4"	"	"	6"	5'-3"
5'-0"	"	"	"	"	6"	5'-9"
5'-6"	"	"	"	"	4"	6'-3"
6'-0"	"	"	"	"	3"	6'-9"

CITY OF COSTA MESA
 CALIFORNIA
 PUBLIC SERVICES DEPARTMENT

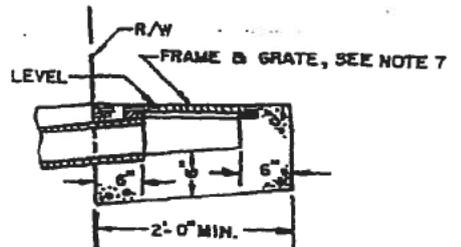
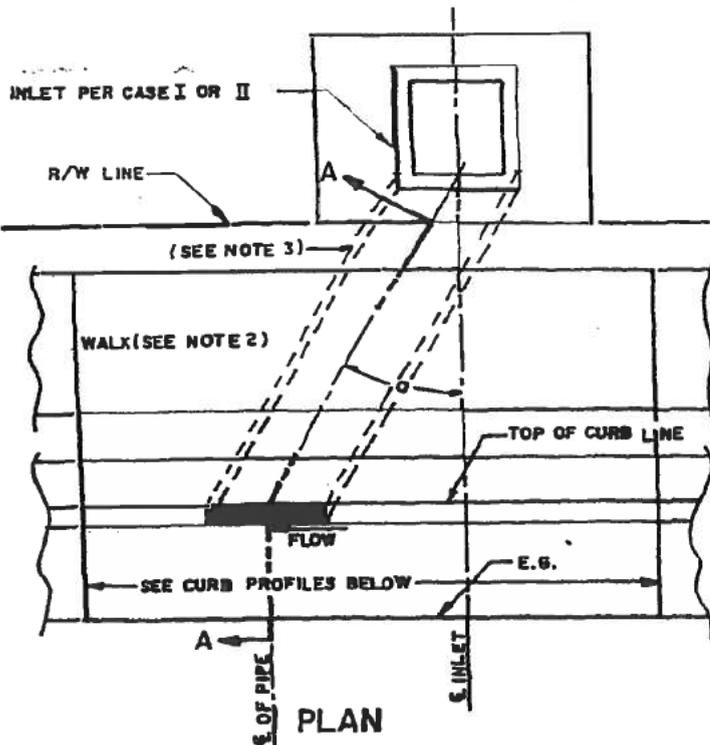
PARKWAY DRAIN NO. 1

DRAWN **E.K.S.**
 SCALE **NONE**

APPROVED *B.D. Mattson* DATE **12/13/05**
 BRUCE D. MATTSOHN R.C.E. 19398

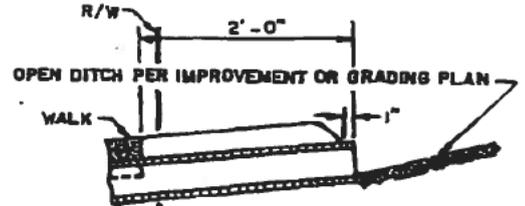
STD. DWG. NO.
417

REV.



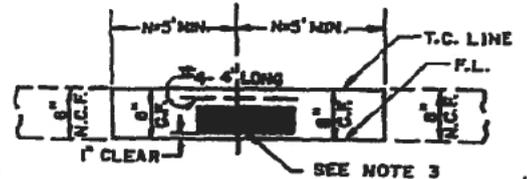
CASE I INLET

DROP INLET CATCH BASIN SECTION



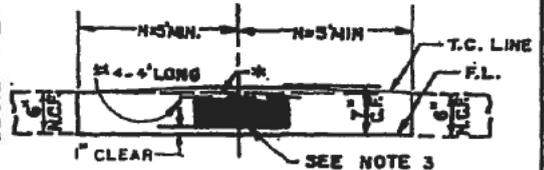
CASE II INLET

GRADED DITCH SECTION



CURB PROFILE

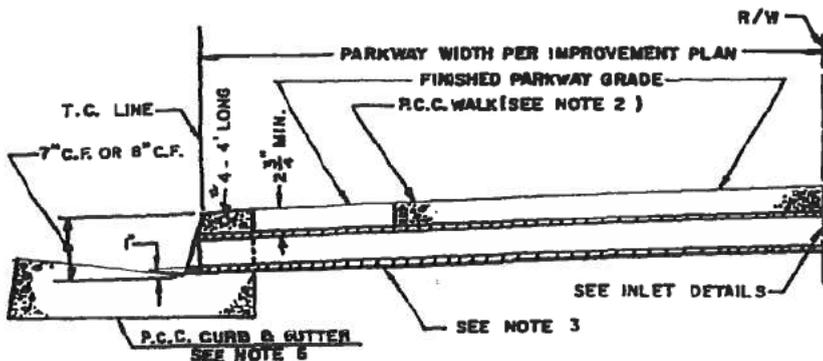
6" NORMAL CURB FACE



3" NORMAL T.C. GRADE LINE AS SHOWN ON PROFILE

CURB PROFILE

6" NORMAL CURB FACE



SECTION A-A

NOTE:

1. TOP OF INLET STRUCTURE (CASE I) TO BE FLUSH WITH ADJACENT SURFACE.
2. CONSTRUCT P.C.C. WALK AND CURB AND GUTTER AS SPECIFIED ON PLAN. MINIMUM REPLACEMENT OF WALK AND CURB AND GUTTER SHALL BE FROM JOINT TO JOINT OR AS DIRECTED BY THE CITY ENGINEER. SEE STD. DWG. NO. 314. THE CONTRACT PRICE PAID FOR P.C.C. WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
3. ONE CIRCULAR PIPE SHALL BE PLACED AT A LOCATION OTHERWISE THE PIPE SHALL BE ALHAMBRA FOUNDRY A470 OR EQUAL WITH THE SIZE AS SPECIFIED ON PLAN. FOR SIZES OTHER THAN 3", 5, 9, 12" N SHALL BE 10" AND C.R. OVER PIPE SHALL BE INCREASED 1" FOR 1".
4. INLET CASE TO BE SPECIFIED ON IMPROVEMENT OR GRADING PLAN.
5. ANGLE "θ" EQUALS 0° UNLESS OTHERWISE SPECIFIED.
6. TYPE, DIMENSIONS, AND ELEVATIONS OF R.C.C. CURB AND GUTTER PER IMPROVEMENT PLAN.
7. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR INLET CASE I SHALL BE ALHAMBRA FOUNDRY 14" X 24" TYPE A-2422 (GALVANIZED) OR EQUAL, PLACED LEVEL.
8. CONCRETE SHALL BE CLASS 320C 2500.

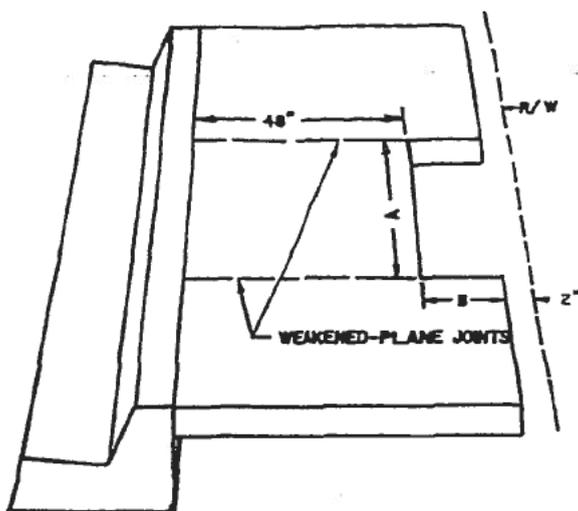
CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

PARKWAY DRAIN NO.2

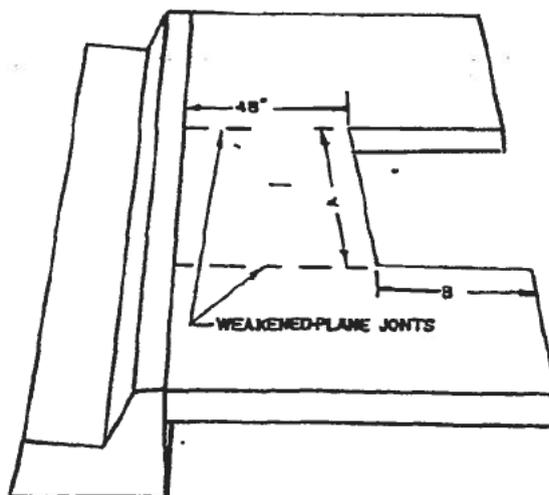
APPROVED *B.D. Mattern* DATE *12/13/85*
BRUCE D. MATTERN R.C.E. 19388

DRAWN E.K.S.
SCALE NONE
STD. DWG. NO. 418

REV.



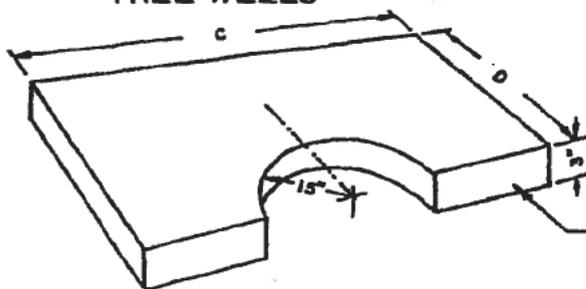
PARKWAYS LESS THAN 8'
1 COVER REQUIRED
CASE I: 2' X 4' TREE WELL



PARKWAYS 8' OR GREATER
2 COVERS REQUIRED
CASE II: 4' X 4' TREE WELL

TREE WELLS

CASE	A	B	C	D
I	4'-0"	2'-0"	2'-11"	1'-11"
II	4'-0"	4'-0"	3'-11"	1'-11"



POROUS TREE WELL COVER



TYPICAL SECTIONS

NOTES:

- TREE WELLS SHALL BE PLACED APPROXIMATELY 30' APART, BUT NOT LESS THAN ONE PER RESIDENTIAL LOT.
- LOCATION OF TREE WELLS WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:
 - 25' FROM CURB RETURNS.
 - 15' FROM LIGHT STANDARDS AND POWER POLES.
 - 10' FROM FIRE HYDRANTS, DRIVEWAYS, HOUSE WALKS, UTILITY METERS, PEDESTALS.
 - 10' FROM ALL UTILITY LATERALS AND MAINS.
- COVERS ARE TO BE COLORED BUFF USING AN ACCEPTABLE COLORING AGENT.
- TREE WELLS ARE TO BE BACKFILLED WITH CLEAN DIRT AND FLUSH WITH ADJACENT WALK UNTIL TREES ARE PLANTED.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SIDEWALK
TREE WELL & COVER

APPROVED

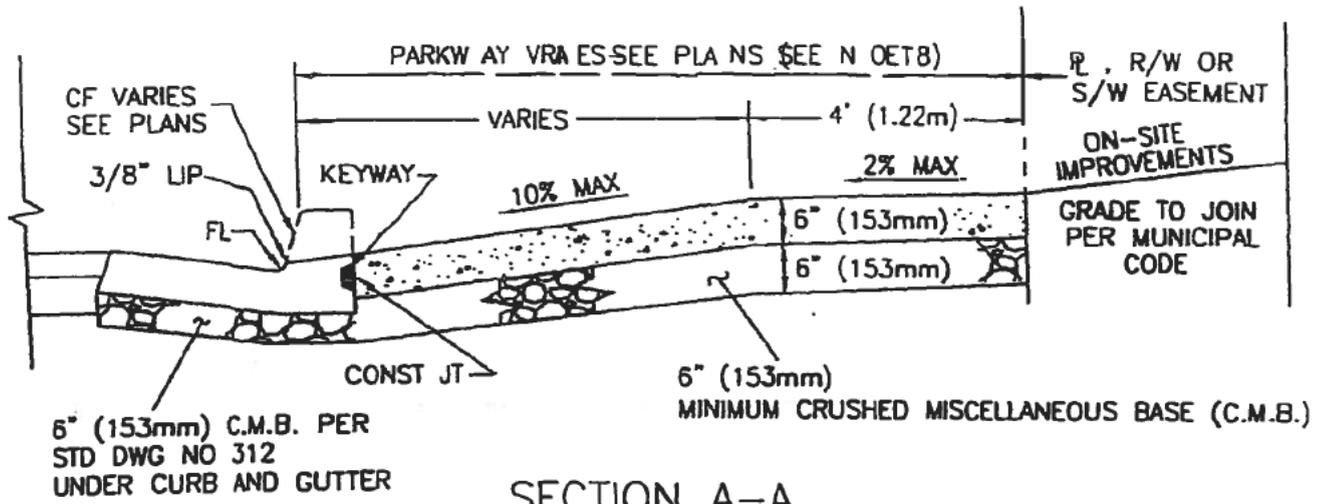
B.D. Mattern DATE 12/13/15
BRUCE D. MATTERN R.C.E. 1988

DRAWN E.K.S.

SCALE NONE

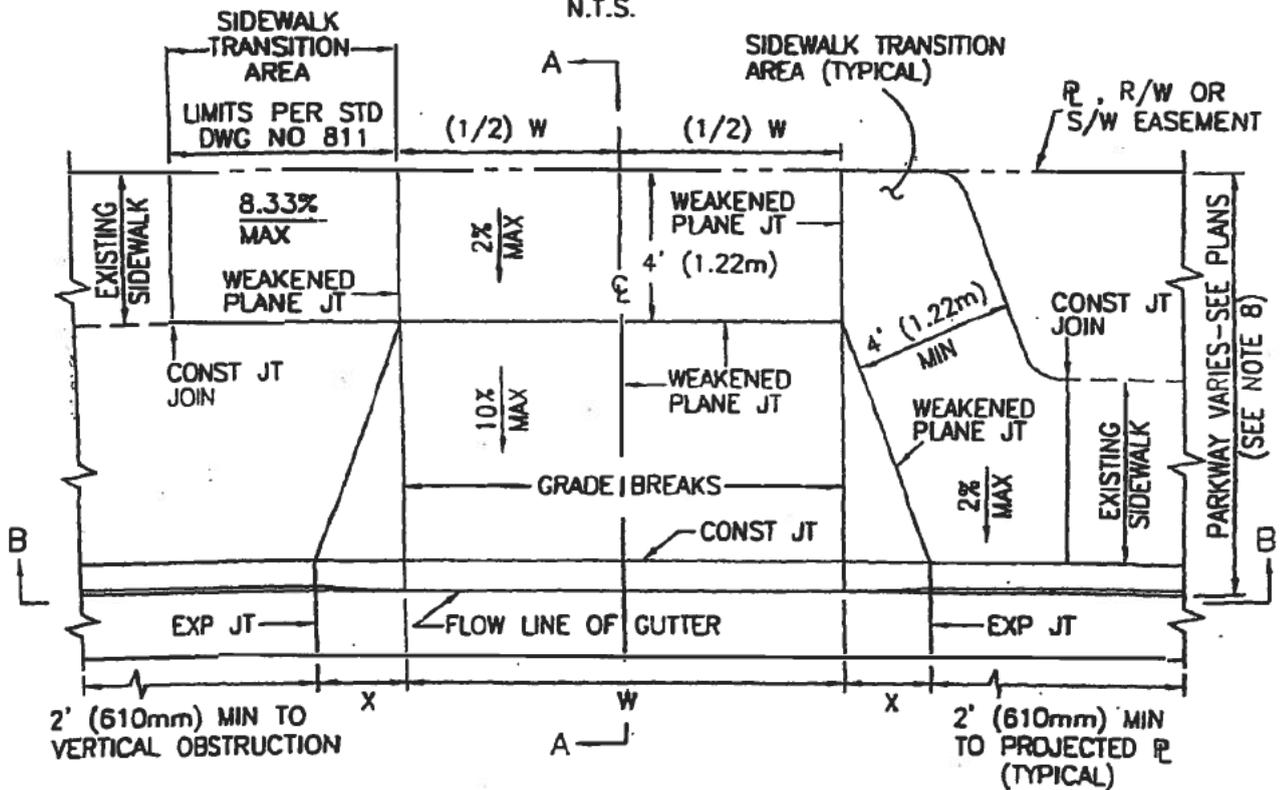
STD. DWG. NO.

419



SECTION A-A

N.T.S.



PLAN

N.T.S.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL
DRIVEWAY APPROACH
TYPE I



APPROVED BY:

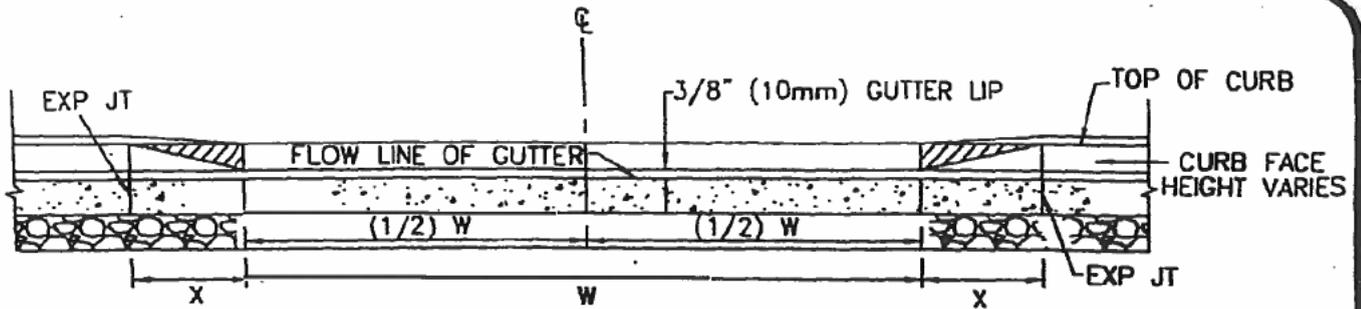
[Signature]
DINASTO MURDZ

CITY ENGINEER

[Signature] 1/10/03
WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

513



SECTION B-B

N.T.S.

DIMENSIONS

W=10' (3.05m) MIN - 16' (4.88m) MAX FOR RESIDENTIAL DRIVEWAYS.

X= 4' (1.22m) FOR 6" (153mm) CURB FACE.

X= 5' (1.52m) FOR 8" (204mm) CURB FACE.

NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. THERE SHALL BE ONE DRIVEWAY PER PROPERTY.
3. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
4. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
5. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
6. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
7. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
8. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF RIGHT-OF-WAY/PROPERTY LINE.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL
DRIVEWAY APPROACH
TYPE I



APPROVED BY:

EJP
ERNESTO MORALES

CITY ENGINEER

William Morone 11/10/03
WILLIAM MORONE

DIRECTOR OF PUBLIC SERVICES

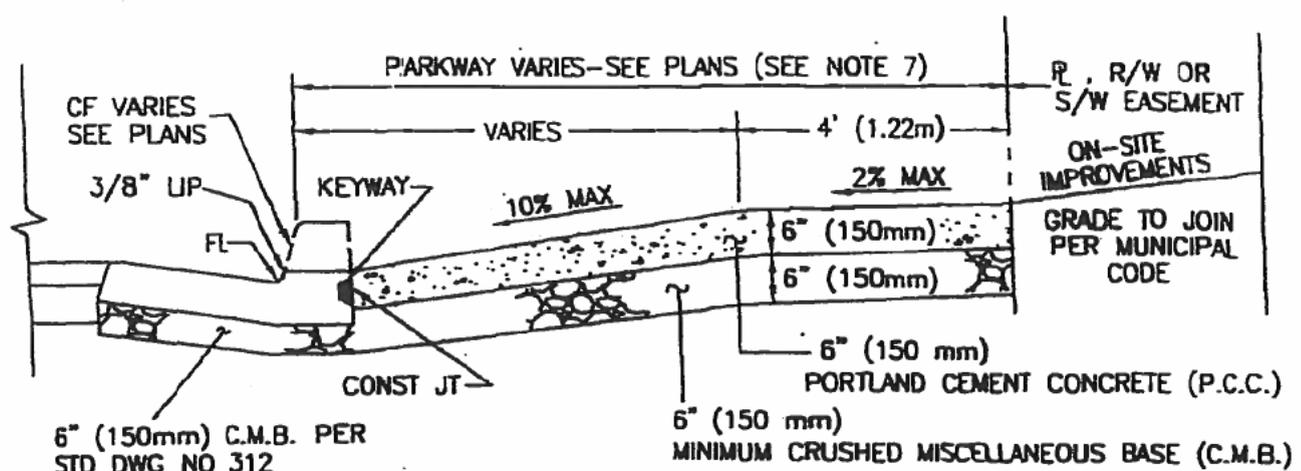
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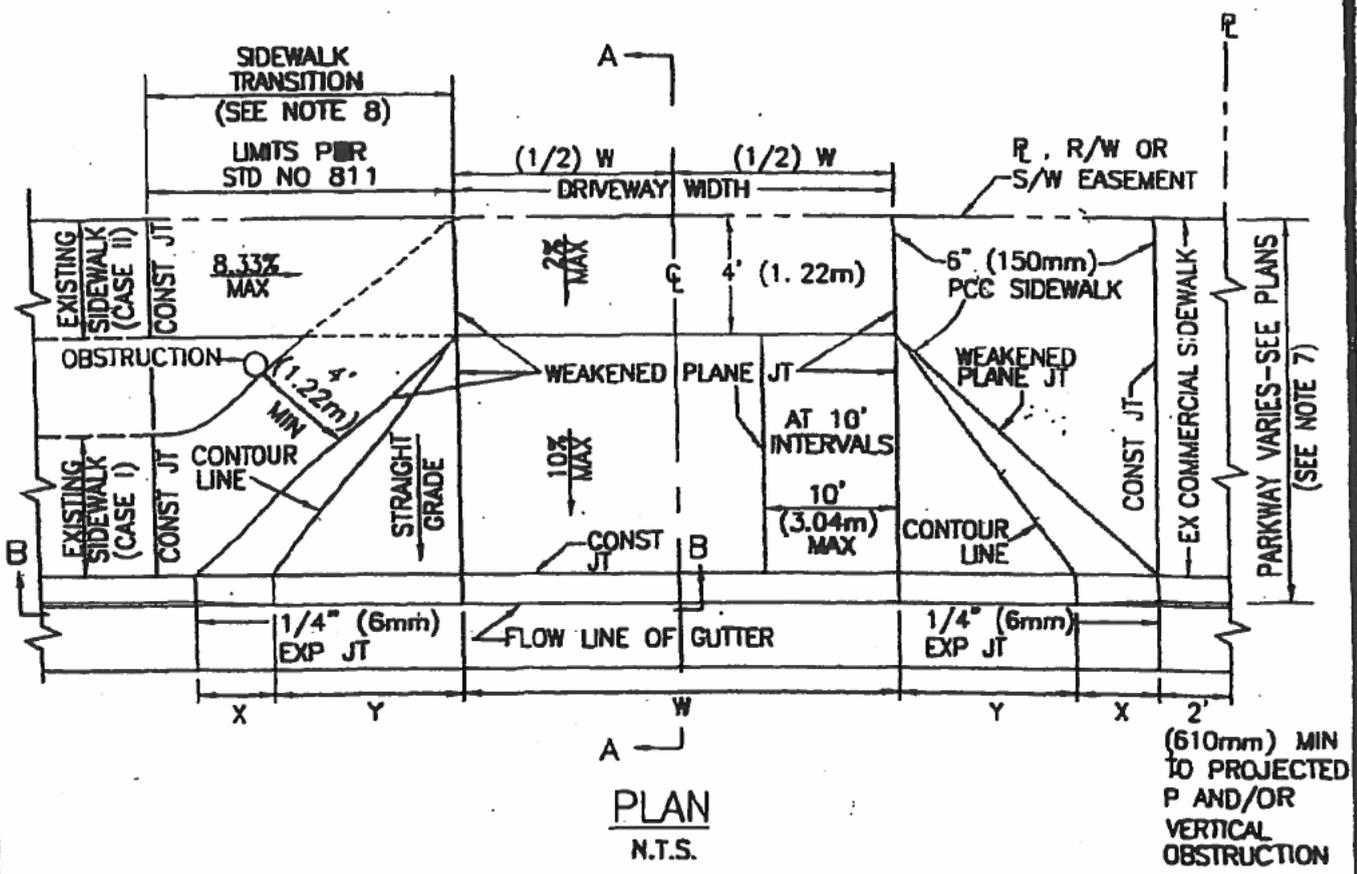
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REVISED:

SHT. 2 OF 2

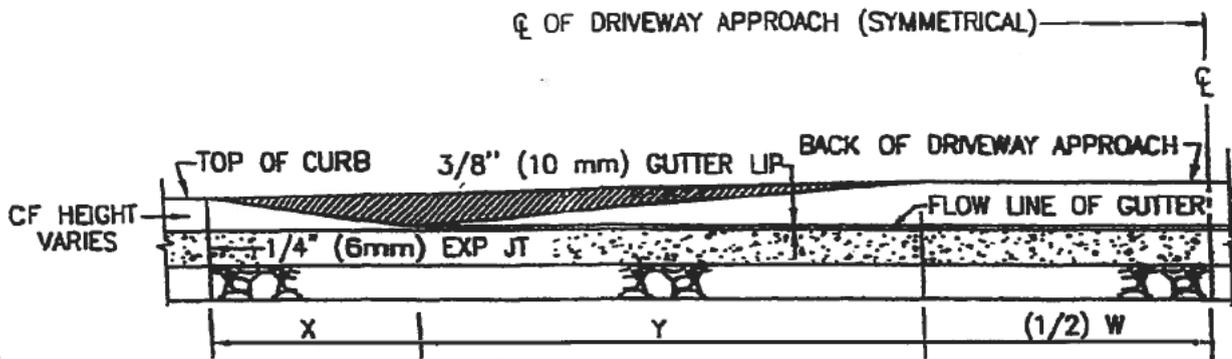


SECTION A-A
N.T.S.



PLAN
N.T.S.

<p>CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT</p>	<p>DRIVEWAY APPROACH—TYPE II COMMERCIAL AND MULTI-USE</p>	
<p>APPROVED: ERNESTO MUNOZ CITY ENGINEER</p>	<p> WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES</p>	<p>STD. DWG. NO. 514</p>



SECTION B-B
N.T.S.

DIMENSIONS

- W= 16' (4.88m) MIN - 26' (7.92m) MAX FOR ALL DRIVEWAYS.
- X= 4' (1.22m) FOR 6" (150mm) CURB FACE.
- X= 5' (1.52m) FOR 8" (200mm) CURB FACE.
- Y= 7' (2.13m) ON MASTER PLAN STREETS
- Y= 4' (1.22m) ON RESIDENTIAL, NON-MASTER PLAN STREETS.

NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
3. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
4. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
5. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
6. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
7. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF PROPERTY/RIGHT-OF-WAY LINE.
8. CASE I - SIDEWALK ADJACENT TO CURB AND GUTTER. NO GREENBELT.
CASE II - EXISTING GREENBELT BETWEEN SIDEWALK AND CURB AND GUTTER.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

DRIVEWAY APPROACH-TYPE II
COMMERCIAL AND MULTI-USE

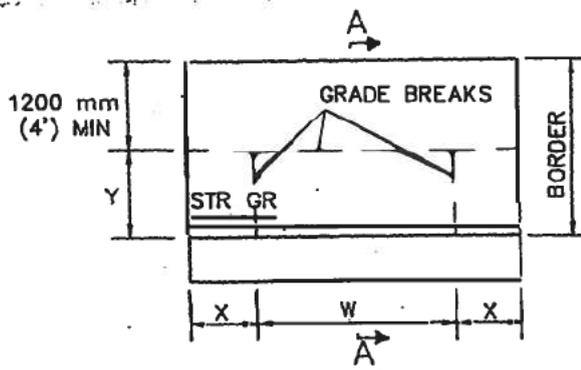


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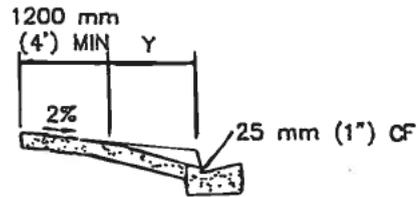
[Signature]
ERNESTO MURGO CITY ENGINEER

[Signature] 9/29/03
WILLIAM MORRIS DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.
514

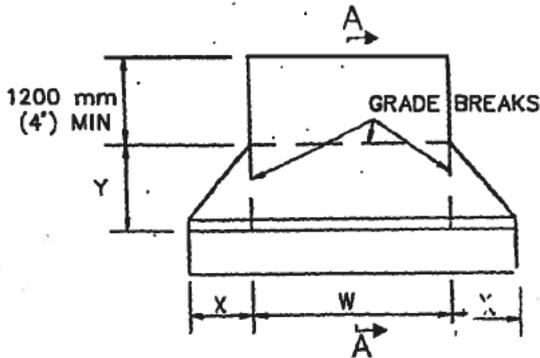


TYPE A



SECTION A-A

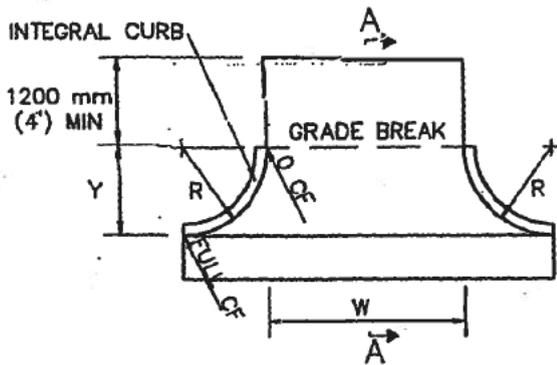
CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'-0")	1200 (4'-0")
175 (7")	1050 (3'-6")	1425 (4'-9")
200 (8")	1200 (4'-0")	1700 (5'-8")
225 (9")	1350 (4'-6")	1950 (5'-6")
250 (10")	1500 (5'-0")	2175 (7'-3")
275 (11")	1650 (5'-6")	2400 (8'-0")
300 (12") or more	1800 (6'-0")	2625 (8'-9")



TYPE B

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDE OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. IF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.



TYPE C

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1998

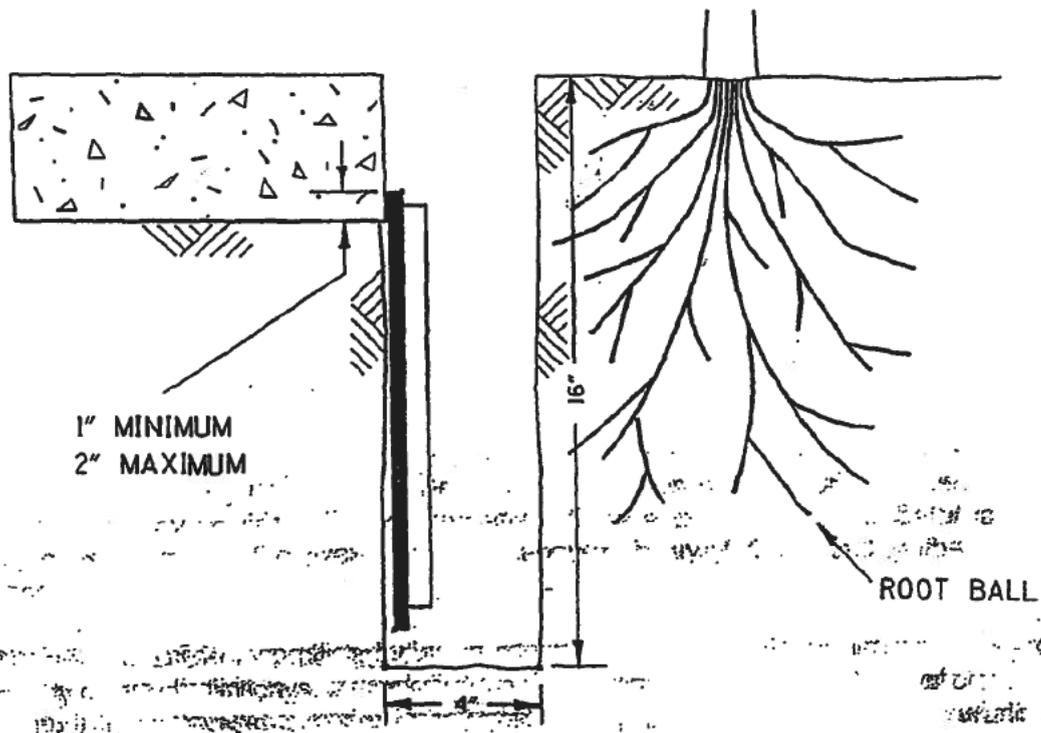
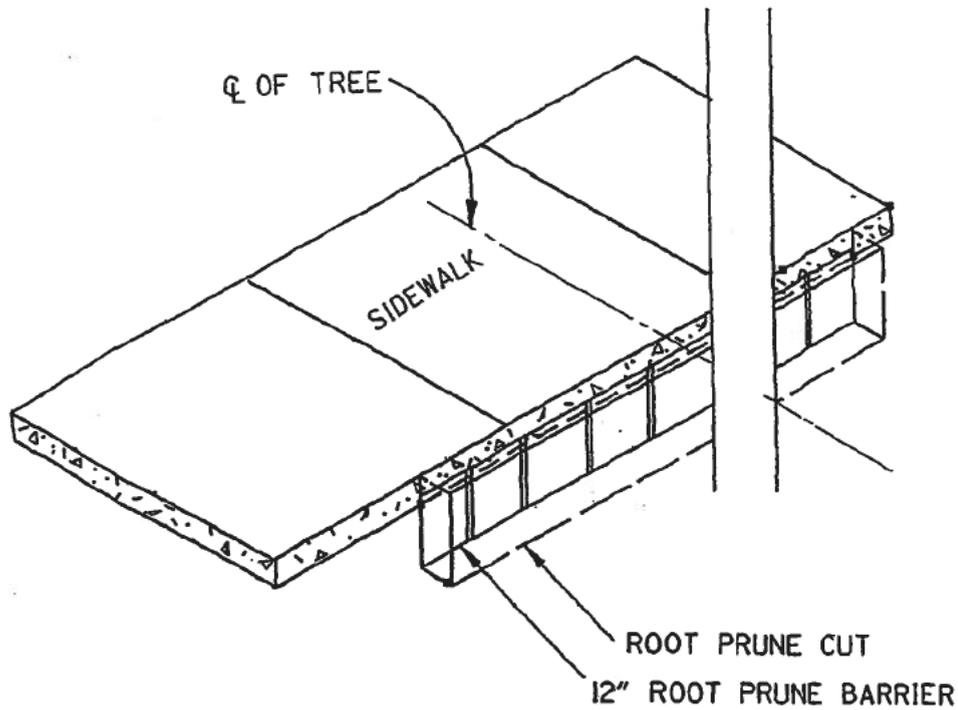
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
METRIC

110 - 1

SHEET 1 OF 1



ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved: *[Signature]*
 WL, County Director of Public Works

Adopted: Res. 78-791 Re. Revised: Res. 88-1147, 89-1341, 90-546

STD. PLAN

1708

TREE ROOT BARRIER

SHT. 1 OF 2

NOTES:

Tree Trimming :

1. Prior to root pruning, each tree shall be trimmed to reduce its overall size by one-third (1/3) and to promote improved growth.

Trimming shall also provide:

- a. Removal of all dead, damaged, diseased, or structurally deficient limbs;
- b. Thinning to reduce interior wind resistance;
- c. Vertical clearance of 14.0 feet over roadways 9.0 feet over sidewalks;
- d. Visual clearance around all traffic control devices and signs;
- e. An overall balanced appearance.

2. Root Pruning :

Root pruning cuts shall be made immediately adjacent to the sidewalk and shall be 4" wide, 16" deep (measured from the top of the final grade of the sidewalk) and 16' long centered 8' either side of the center of the tree. The bottom 13" of the root prune cut shall be filled with pea gravel, to promote deeper watering, with the top 3" filled with native soil free from rocks or other materials that would interfere with landscape maintenance tasks. At least 18 months shall transpire before root pruning the opposite of a tree. In general, root pruning would not be performed adjacent to the curb due to the normal depth of the curb.

3. Root Control Barrier :

Barrier shall be fabricated from a high density, high impact plastic, i.e. Polystyrene, Polyethylene, Polyvinyl Chloride, (PVC), or Acrylonitrile-Butadiene-Styrene (ABS). The interior surface shall have 1/2" high (minimum) raised vertical ribs spaces 6" to 8" apart the full depth of the barrier and shall be expressly designed for root deflection.

Barrier used for root pruning shall have a minimum depth of 12" with a minimum thickness of 0.06". Barriers shall be 16 feet long in one continuous piece (preferred) or in a combination of pieces securely fastened with adhesive at joint points.

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved W.L. Zausch
W.L. Zausch, Director of Public Works

Adopted: Res. 78-791 Revised: Res. 86-1141; 88-1341; 96-546

STD. PLAN

1708

SHT.2 OF 2

TREE ROOT BARRIER

UNITED STATES POST OFFICE

OUR REF: WED13:JDIAZ:am:-9998
SUBJECT: Location of mailboxes

DATE: May 30, 1990

P.O.CL:

TO: City of Costa Mesa

Mailboxes shall be located on the right hand side of the roadway in the direction of the delivery route except on one way streets where they may be placed on the left hand side. The bottom of the box shall be set at an elevation established by the U.S. Postal Service, usually between 3'6" and 4'0" above the roadway surface.

On curbed streets, the roadside face of the mailbox shall be set back from the face of the curb a distance between 6 and 12 inches. On residential streets without curbs, that carry low traffic volumes, the roadside face of a mailbox shall be offset between 8 and 12 inches behind the edge of pavement.

156.54 D.M.M. Location

Rural boxes must be placed so that they may be safely and conveniently served by carriers without leaving their conveyances.

In all new housing tracks, we instruct the builders to install curbside delivery boxes at 2 to a post, at the property line on the curb.

155.262 Hardship cases

a) Changes in the type of delivery authorized for an area will be considered where service by existing methods would impose an extreme physical hardship on an individual customer. Any request for a change in delivery methods must be submitted in writing. Approval of these requests should be based upon humanitarian and not economic criteria. Each request for a change in delivery service should be evaluated on the basis of the customer's needs; a request should not be denied solely because of increased operational costs or because a family member or other party may be available to receive mail for the customer.

MAILBOX IMPROVEMENT WEEK—Continued

Exhibit C

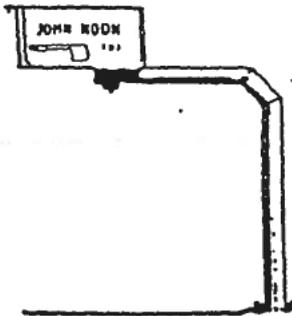
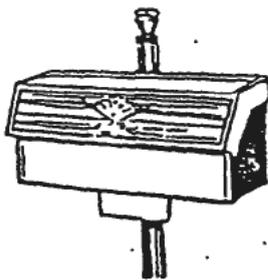


Exhibit D

**Contract Delivery Routes**

Contract delivery route customers must use an approved traditional rural-type or contemporary design box as new or replacement boxes.

General Requirements

The placement of mailboxes on both rural and contract routes must be safe and convenient for carriers. The boxes must be on the right-hand side of the road in the carrier's travel direction so they can deliver mail without leaving their conveyance.

This rule especially applies where traffic conditions make it dangerous for the carrier to drive to the left in order to reach the boxes, or when doing so would constitute a violation of traffic laws and regulations (apartment house or other multiple dwellings can be exempted from this rule as described in DMM 156.312).

On new rural routes, all boxes must be on the right-hand side of the road in the direction of the route line of travel. Box placement must conform with state laws and highway regulations. Rural carriers are subject to the same traffic laws and regulations as other motorists. Customers must remove obstructions, including vehicles, trash cans, and snow, that impede efficient delivery. Except when a box is temporarily blocked, carriers must have access to the box without leaving the vehicle unless authorized to dismount.

Mailbox Supports

Supports for mailboxes should be of adequate strength and size to support the box properly. However, customers should avoid using massive mailbox supports that, when struck, could damage vehicles and cause serious injury to vehicle occupants. Heavy metal posts, concrete posts, and miscellaneous items of farm equipment, such as milk cans filled with concrete, are examples of potentially dangerous supports. The ideal support is an assembly that bends or falls away from a striking vehicle. DMM sections 156.531, 156.54, 157.32c, and 157.4 specify postal regulations regarding construction and placement of mailboxes and supports on rural and highway contract routes.

The Federal Highway Administration (FHWA) has determined that mailbox supports not less than 4 inches by 4 inches or a 4½-inch diameter wood post or a 2-inch diameter standard steel or aluminum pipe, buried no more than 24 inches, should safely break away if struck by a vehicle. The mailbox must also be securely attached to its post to prevent separation when struck. Exhibits E and F on page 12 are detailed examples of mailbox mountings and supports suggested by the FHWA. Boxes and supports should also be painted and free from rust.

NDCBUs and All-Weather Parcel Lockers

During Mailbox Improvement Week, postmasters/managers or their designees should also review Neighborhood Delivery and Collection Box Units (NDCBUs) and All-Weather Parcel Lockers in their delivery area to identify any hazards or irregularities. Exhibit G on page 13 is a suggested format for use in conducting the review. Results of the review should be recorded.

Employees conducting the review must complete Form 1624, *Delivery and Collection Equipment Work Request*, for any equipment that poses a safety hazard to postal customers or employees. Use Form 7380, *MDC Supply Requisition*, to request Form 1624 from the material distribution centers.

Equipment Review Procedure

Employees should use the NDCBU and parcel locker Equipment Checklist and Followup Review Procedure, Exhibit G, when examining the condition of NDCBU and parcel locker equipment. This exhibit may be reproduced locally. They should:

1. List the unit location, type, and manufacturer in the left-hand column (omit manufacturer if all items are in order).

2. Assign each checklist item one of the following ratings:

OK—Equipment does not need attention for this item.

X—Equipment needs attention for this item.

NA—Item does not apply to this particular piece of equipment.

3. Examine the following items and annotate Exhibit G:

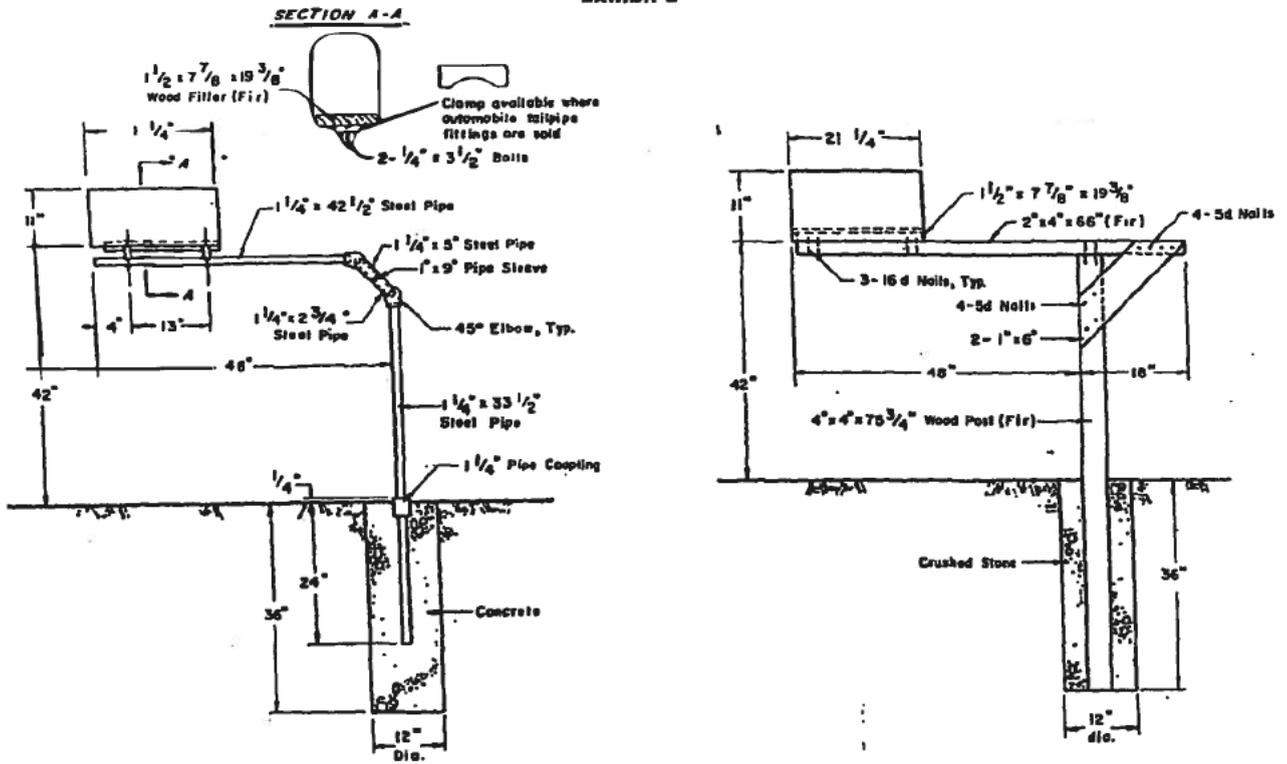
a. Equipment should be straight, vertical, and firmly mounted. Attempt to shake the unit; it should not move. If equipment is not firmly mounted, note whether it is the connection at ground level that is loose or the pedestal to customer compartments connection that needs attention.

b. Check visible welds. Make note of cracked, broken, or rusted welds.

c. Observe whether the carrier access door is locked and secure. Open it and observe that it is not bowed or warped and that the door and locking bar operate smoothly. With carrier access door(s) open, notice if restraining devices prevent the door

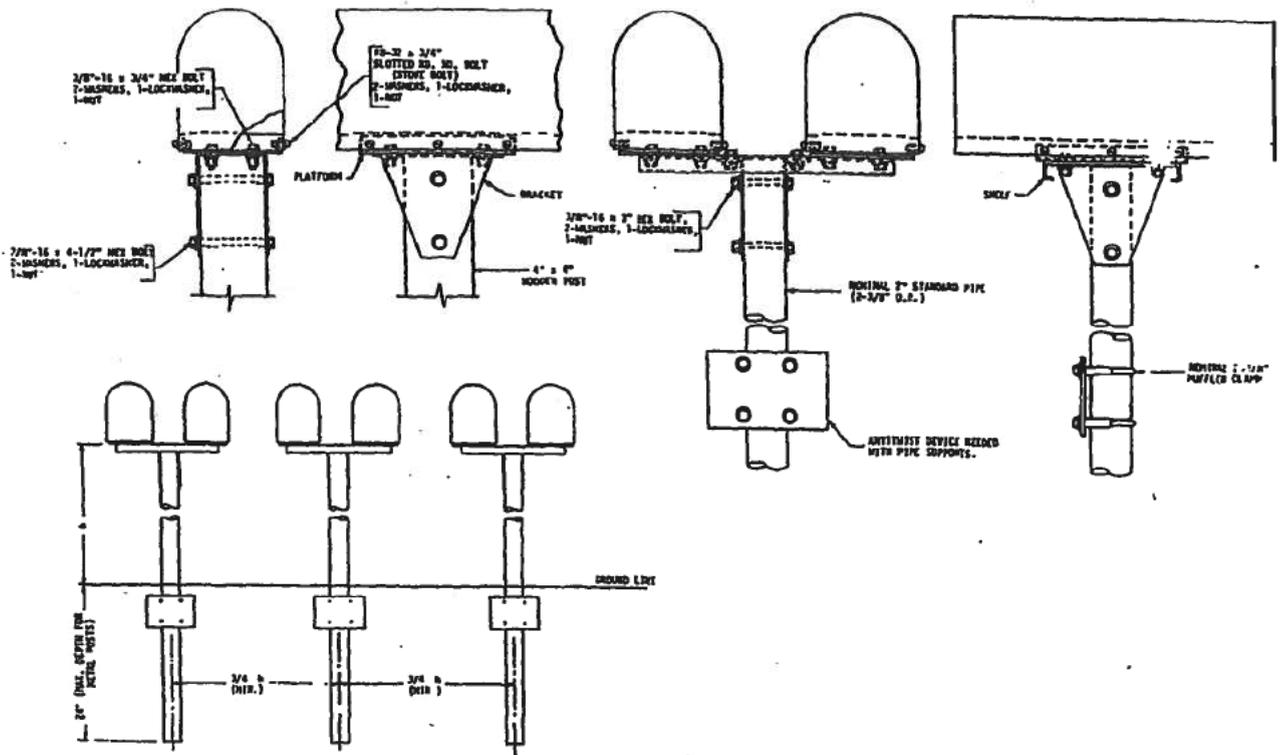
growth forms

Exhibit E



CANTILEVER MAILBOX SUPPORTS

Exhibit F



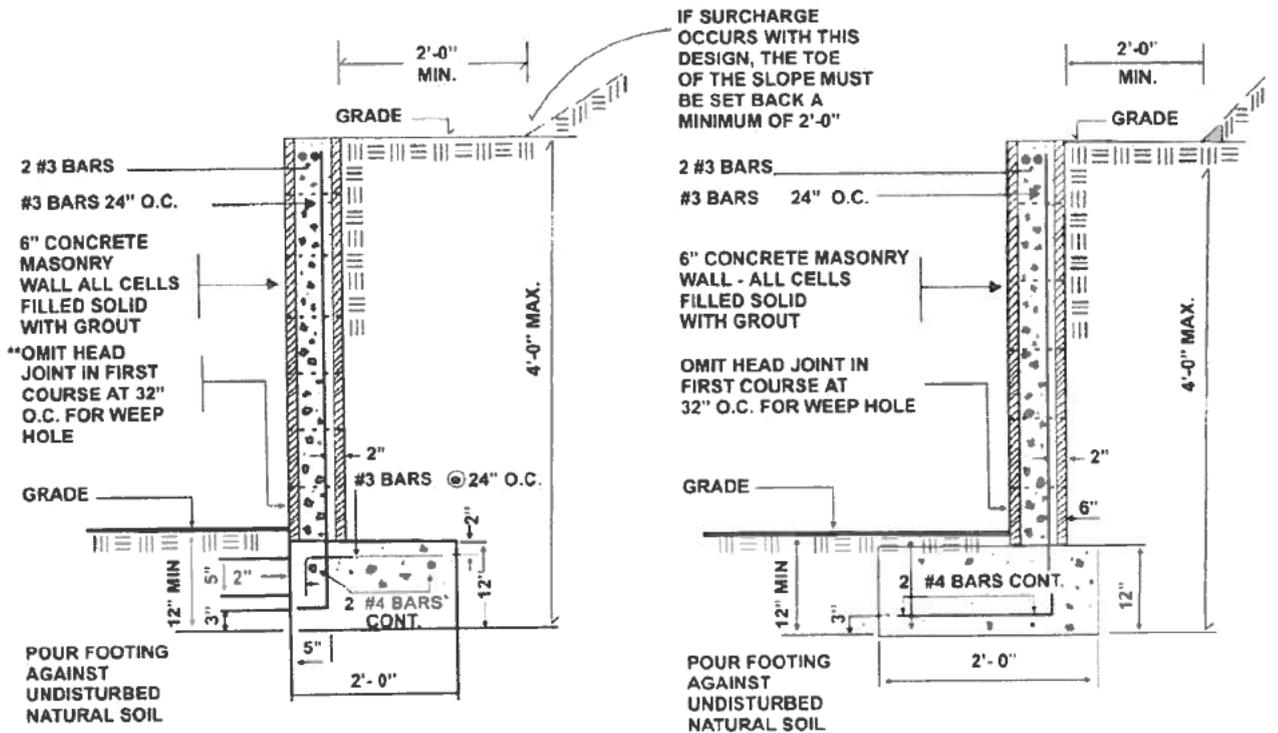
SPACING FOR MULTIPLE POST INSTALLATION

SINGLE AND DOUBLE MAILBOX INSTALLATIONS



City of Costa Mesa Building Division

RETAINING WALLS



**SUBJECT TO ADJACENT PROPERTY OWNER'S APPROVAL

NOTES:

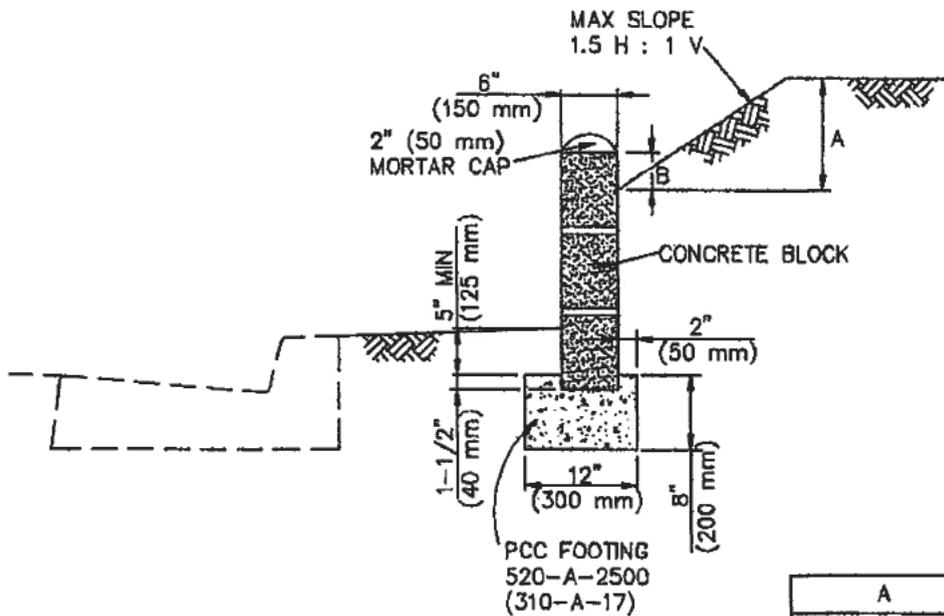
1. Retaining wall shall be grouted solid.
2. Reinforcing splices in masonry shall be lapped not less than 15", in concrete not less than 12".
3. Omit mortar at head joints of first course at 32" o.c.
4. Mortar shall be no leaner than 3 to 1.
5. Inspection required prior to grouting cells.
6. Retaining walls greater than 4'-0" in height or with surcharge loads other than shown above shall be fully engineered by a licensed engineer.
7. Retaining walls with standard concrete block walls or fences of any materials constructed above, shall be fully engineered by a licensed engineer.
8. A survey of the lot may be required by the building official to verify that the structure is located in accordance with the approved plans (2001 CBC, Section 108.1).

SPECIFICATIONS:

CONCRETE: 2500 psi at 28 days.

BLOCK: Grade N, Type 1 A.S.T.M. C-90.

REINFORCING: Grade 40 A.S.T.M. A615.



A	B
0 TO 6" (0 TO 150 mm)	2" (50 mm)
6" TO 16" (151 TO 400 mm)	4" (100 mm)
17" TO 48" (410 TO 1200 mm)	6" (150 mm)

NOTES

1. MAX HEIGHT OF WALL IS 3 COURSES OF 8" (200 mm) HIGH BLOCK.
2. NO LIVE-LOAD SURCHARGE SHALL BE ALLOWED ON RETAINED SOIL.
3. POUR FOOTING AGAINST UNDISTURBED EARTH.
4. TOP OF FOOTING MAY BE PLACED AT SAME GRADE AS STREET IF STREET GRADE IS UNIFORM AND 5% MAX.
5. PLACE CONCRETE BLOCKS IMMEDIATELY AFTER POURING THE FOOTING. FILL ALL CELLS SOLID WITH GROUT AND ROD SO THAT GROUT IS MONOLITHIC WITH FOOTING.
6. IN FIRST COURSE ABOVE FINISHED GRADE, OMIT MORTAR FROM VERTICAL JOINTS EACH 32" (800 mm) TO SERVE AS WEEP HOLES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1983
REV. 1996, 2005, 2009, 2010

CONCRETE BLOCK SLOUGH WALL

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

622-4

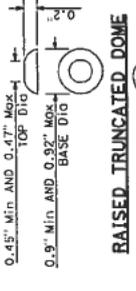
SHEET 1 OF 1

PROJECT NO.	COUNTY	ROUTE	TOTAL SHEETS	SHEET NO.

REGISTERED CIVIL ENGINEER	DATE
May 31, 2018	

PLANS APPROVAL DATE	DATE
May 31, 2018	

APPROVED FOR CONSTRUCTION	DATE

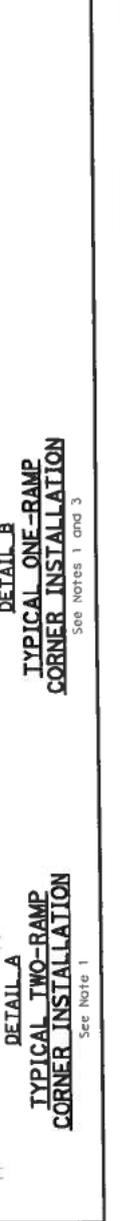
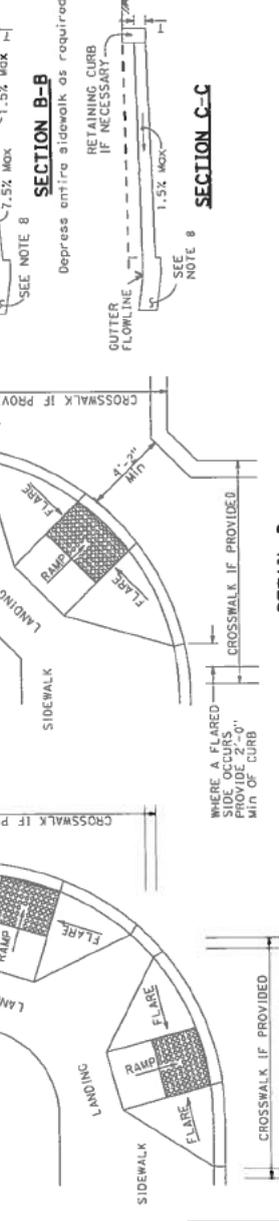
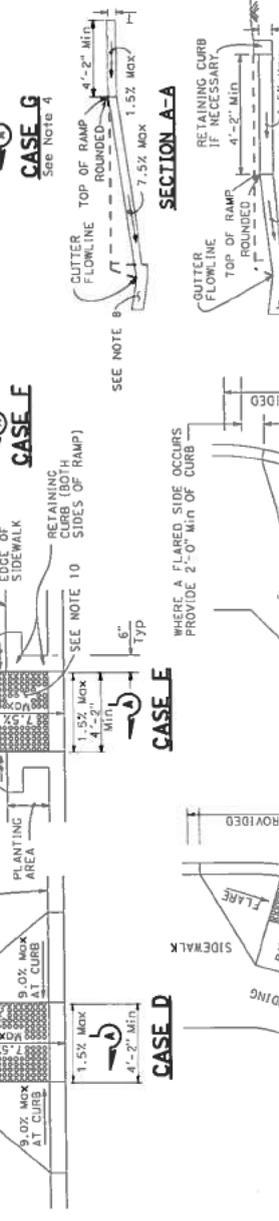
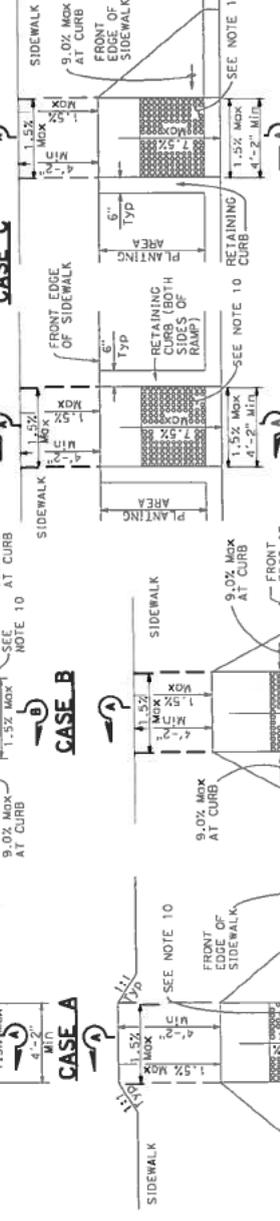
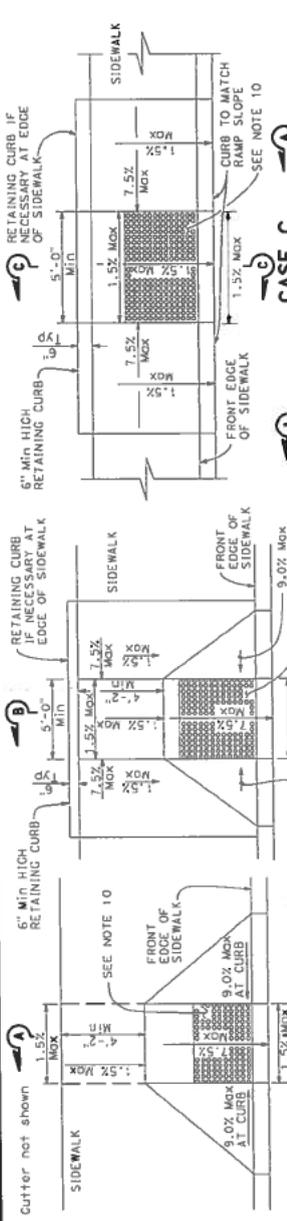


RAISED TRUNCATED DOME
2.31" Min AND 2.41" Max SPACING TO CENTER

RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

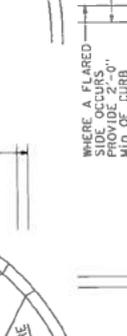
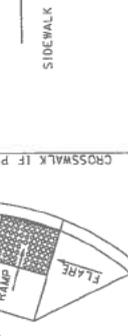
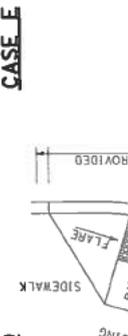
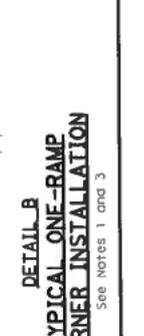
NOTES:
1. As site conditions dictate, Case A through Case G curb ramps may be used. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.

1. As site conditions dictate, Case A through Case G curb ramps may be used. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Curbs, slopes of adjoining gutters, and road surfaces immediately adjacent to curb shall be at the same level. The curb ramp shall not be steeper than 1:20 (5.0%). Curb pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall be 3'-0" depth of the ramp. Detectable warning surface shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3 1/2" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundary of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surfaces may have to be cut to allow removal of utility covers while maintaining detectable warning depth and depth.



DETAIL B
TYPICAL ONE-RAMP CORNER INSTALLATION
See Notes 1 and 3

DETAIL A
TYPICAL TWO-RAMP CORNER INSTALLATION
See Note 1



**MISCELLANEOUS
CONTRACT
DOCUMENTS
(SAMPLE)**

The following is a sample Public Works Agreement. The City may modify the sample Agreement based upon the specific project and requirements imposed by entities providing funding assistance for the project (e.g. FHWA, CalTrans, or HUD).

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. _____**

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

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

ACCORDINGLY, the parties hereto agree as follows:

1. **SCOPE OF WORK.**

The Work consists of _____.

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

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

2. **CONTRACT DOCUMENTS.**

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

- a. This Agreement;
- b. CONTRACTOR's bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including

general provisions and special provisions;

- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond;
- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

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

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

- (a) Project Manager. CONTRACTOR's Project Manager must be

approved by City. Such approval shall be at CITY's sole discretion.

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. CONTRACT PRICE.

_____ (\$_____.00).

8. TIME OF PERFORMANCE.

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

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

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

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

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

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies

authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to _____ as liquidated damages for each day beyond the date provided for the completion of such Work.

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

11. PERFORMANCE BY SURETIES.

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

possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

14. INSPECTION BY CITY.

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

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

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission,

and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

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

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

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for

substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

Any delay or postponement of payment from the above referenced time frame may

occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

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

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

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements

that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

19. INDEMNIFICATION.

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

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

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

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

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

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

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

20. INSURANCE.

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

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

(a) Workers' Compensation Insurance.

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

all tiers of subcontractors to obtain workers' compensation insurance.

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

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

(b) Liability Insurance Coverage.

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

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

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

Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

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

(2) Notice:

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

(3) Other Insurance:

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

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

21. PROOF OF INSURANCE.

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

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by

CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

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

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

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

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

inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

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

27. CONTRACT ASSURANCE.

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

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

28. PROVISIONS CUMULATIVE.

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

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to

no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

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

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

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

Attn: _____

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

Attn: _____

30. INDEPENDENT CONTRACTOR.

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

CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

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

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

32. VALIDITY.

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

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws

of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

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

35. ASSIGNABILITY.

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

36. WAIVER.

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

37. HEADINGS.

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

38. COUNTERPARTS.

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

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

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

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

[Signatures appear on following page.]

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

CITY OF COSTA MESA,
A municipal corporation

Tamara Letourneau
Acting City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

Project and Specification No. _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Kelly A. Telford
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

[Name]
Project Manager

Date: _____

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA
COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacturer, 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 taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

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

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

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

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

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.
Location And Description of Completed Operations:
Additional Premium:

(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.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured:

Policy Number

Producer:

Effective Date

Schedule

Person or Organization

Job Description

Additional Premium %

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

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____.

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

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

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

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

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

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native and imported .
3. Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bars under all streets, curbs and gutters, sidewalks, cross-gutter and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. latched 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 first 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) 821-3111
--	--	---

INSPECTION RECORD	Inspector of Records	CERTIFICATE OF INSPECTION
Date _____		I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.
		By: _____
		Inspector
		Date _____

0183-82 rev. 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 1209, COSTA MESA, CA 92628-1209
 (714) 754-5234 TDD: (714) 754-5244

Business Name _____

Parent Company Name _____
(If Corporate Owned)

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

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

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

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

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

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

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

OWNER'S OR PRINCIPAL'S NAME(S)

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

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: _____

Standard Industrial Class Code (SIC) _____

Alcohol Beverage Control Permit No. _____ Department of Motor Vehicles Permit # _____
(If Applicable) (Required for automobile/motorcycle sales business)

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	\$50.00
\$200,000.01 to 500,000.00	\$100.00
Over 500,000.00	\$200.00

TAX EXEMPT ORGANIZATION
 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 = \$ _____)
 FEES TOTALS _____ Total tax due \$ _____

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

CONTRACTOR
(California Licensed) Total tax due \$50.00

VEHICLE WHEEL TAX/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 <input type="checkbox"/>	No <input type="checkbox"/>
Will you have an assembly room with an occupant load of 50 or more persons?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be installing a spray booth?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will your business produce dust/wood shavings or other material?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be storing or using flammable or combustible liquids or compressed gases?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be warehousing materials higher than 12 feet?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Fire Department approval **required** for any "Yes" answer. Please make an appointment by calling (714) 754-5128.

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 _____

EXHIBIT C

BONDS

Executed in three (3) original counterparts

Bond Number 3339972

FAITHFUL PERFORMANCE BOND
PUBLIC WORK

(The premium charge on this bond is \$66,847.00 being at the rate of \$ 20.00 per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated May 5, 20 20, which is hereby incorporated by reference herein, with Nationwide Contracting Services, Inc. DBA: Nationwide General Construction Services hereinafter designated as the "Principal," for the work described as follows:
Citywide Parkway Maintenance Project (Zone 6 and 7), City Project No. 20-07

_____ ; 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 Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio 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 (\$ 3,342,325.00), 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 _____ 17th day of June, 20 20.

Nationwide Contracting Services, Inc. DBA: Nationwide General Construction Services

Luigi Nader - Vicepresident
Great American Insurance Company

City of Costa Mesa Form - Public Work 2/00

Khoei Tran Khoei Tran, Attorney-in-fact

* Three million three hundred forty two thousand three hundred twenty five and 00/100



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 21265

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
VICTORIA M. CAMPBELL	BOTH OF	BOTH
KHOI TRAN	IRVINE, CALIFORNIA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of MAY, 2020



Atty L C B

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of June, 2020.



Atty L C B

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

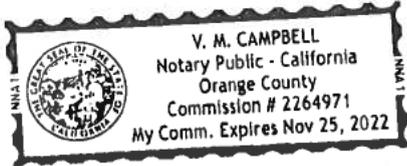
On June 17, 2020 before me, V.M. Campbell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Khoi Tran
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature V.M. Campbell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

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 Nationwide Contracting Services, Inc. DBA: Nationwide General Construction Services hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows:

Citywide Parkway Maintenance Project (Zone 6 and 7), City Project No. 20-07

_____ ; 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 Nationwide Contracting Services, Inc. DBA: Nationwide General Construction Services the undersigned Contractor, as Principal, and Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio

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 (\$ 3,342,325.00), 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 17th day of June, 2020.
Nationwide Contracting Services, Inc. DBA: Nationwide General Construction Services
Luici Nader Vicepresident

Great American Insurance Company
Khoi Tran, Attorney-in-fact

City of Costa Mesa Form -- Public Work 2/00

* Three million three hundred forty two thousand three hundred twenty five and 00/100

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 21265

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
VICTORIA M. CAMPBELL	BOTH OF	BOTH
KHOI TRAN	IRVINE, CALIFORNIA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of MAY 2020



Atty L C B
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of June, 2020.



Atty L C B
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

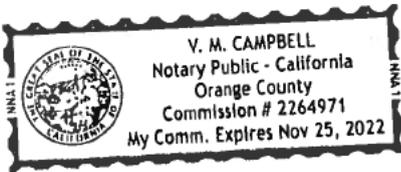
On June 17, 2020 before me, V.M. Campbell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Khoi Tran
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature V.M. Campbell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT D
DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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